CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JULY 13, 2021
5:00 PM

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Adele Clark Proclamation

B. National Parks Month Proclamation

C. Inaugural Fire Academy Proclamation

D. Life Connected recognitions

E. Tree City USA and Growth Award announcement (McAfee)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. New employee introductions (Metdker) (Hunn) (Stovall)

B. Presentation regarding Annual Downtown update (McAfee)

C. Splash and Blast and Cajun Fest update (Lynch)

D. Discussion regarding any and/or all agenda items

V. OPEN FORUM:

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

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

VI. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, pending or contemplated litigation, and 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.

A. Discussion regarding severence agreements.

B. Discussion of potential legal action related to Stover Creek Storage Phase II.

C. Discussion regarding the status of negotiations related to an interlocal agreement with Celina Independent School District for School Resource Officers.

D. Discussion regarding the status of negotiations related to a development agreement with Wynne/Jackson, Inc. (Hillside Village), generally located at the northwest corner of Glendenning Parkway and KC Robinson Lane.

E. Discussion regarding the status of negotiations related to a development agreement with C & C Land LLC (Tuscany Estates), generally located at the southeast corner of CR 87 and CR 90.

F. Discussion regarding the status of negotiations related to a development agreement on the Ala Hubbard property, generally located at the southwest corner of Preston Road and future Legacy Drive.

G. Discussion regarding a development agreement with CADG SUTTON FIELDS LLC (Sutton Fields East), generally located north of Parvin Road and approximately 2,200 feet east of Bothwell Blvd.

H. Discussion regarding a development agreement with Huffines Ranch and Jim Bray Sr (Bray and Carter tract) generally located south of Marilee Road, east of Preston Road and north of County Road 135.

I. Discussion regarding a development agreement with M/I HOMES OF DFW LLC (Greenway Ph 3 & 4), generally located approximately 1,650 feet east of Celina Parkway (County Road 52) and approximately 300 feet south of Glendening Parkway.

J. Discussion regarding purchase of two tracts of land totaling 51 acres for a future park generally located south of Choate Parkway, between Coit Road and Roseland Park.

K. Discussion regarding purchase of two tracts of land located at 201 S. Preston Road for municipal purposes. (Rasor Downtown Office).

Reconvene Into Open Session

L. Consider and act upon an ordinance amending the Celina Code of Ordinances, Article 1.07 Finances providing for City Council approval of severance agreements.

M. Consider and act upon a resolution of the City Council of the City of Celina, Texas, approving and authorizing the purchase of certain real property for public purposes.

N. Consider and act upon a resolution approving and authorizing the purchase of certain real property containing 1.222 acres for municipal purposes.

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

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

A. Minutes Approval:

1. City Council - Regular Meeting - Jun 8, 2021 5:00 PM

2. City Council - Special Meeting - Jun 21, 2021 5:00 PM

B. Consider and act upon approval of the annual extension of a Jail Services Agreement by and between the City of Celina and Collin County. (Cullison)

C. Consider and act upon an interlocal agreement for law enforcement dispatch services by and between the City of Celina and Collin County. (Cullison)

D. Consider and act upon approval of an Interlocal Agreement for fire/ems dispatch services by and between the City of Celina and Collin County. (Metdker)

E. Consider and act upon approval of the annual Interlocal Agreement for animal services and the facility construction and use of an animal shelter by and between the City of Celina and Collin County. (Green)

F. Consider and act upon a request for a façade mural at 312 W. Walnut Street. (McAfee)

G. Consider and act upon a request for Economic Development Agreements for Dynavest; generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road within the City Limits. (Dynavest 380 Economic Development Agreements) (Mohan)

H. Consider and act upon a resolution of the City Council of the City of Celina to rescind an incentive agreement between the City of Celina, Celina Economic Development Corporation, and Valley Vines Distribution, LLC, which has been replaced by a new agreement between the same. (Valley Vines Rescinding Resolution) (Mohan)

I. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Pecan Street, LLC for economic incentive funding of up to $50,000 under Chapter 380 of the Texas Local Government Code for Louisiana Street Drainage Improvements (Brawner)

J. Consider and act to authorize the execution of an agreement by and between the Celina Economic Development Corporation and Mangiamo Italian Market & Deli, LLC for economic incentive funding under the Development Corporation Act, Texas Local Government Code. (Mangiamo's – DIP Agreement) (Mohan)

K. Consider and act upon a resolution setting a date, time, and place for public hearings on the proposed annexation of approximately 152 acres tract of land, Collin County, Texas, and setting two public hearing dates for August 10, 2021 at 5:00 p.m. and September 14, 2021 at 5:00 p.m. This property is generally located west of Custer Road, east of Preston Road, north of Choate Parkway, and south of Glendenning Parkway. (Outer Loop Annexation Resolution) (Mohan)

L. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 19 acres within the Extraterritorial Jurisdiction, generally located west of Preston Road and 1,490 feet north of J Fred Smith Parkway. (Venya Gardens – Annexation Service Agreement) (Mohan)

M. Consider and act upon a resolution accepting a petition to create, and setting a public hearing under sec. 372.009 of the Texas Local Government Code for the creation of the Tuscany Estates Public Improvement District within the corporate limits of the City of Celina, Texas, and withdrawing a prior petition for the Tuscany Estates Public Improvement District; and authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing. (Tuscany Estates - PID Petition Withdrawal and Acceptance) (Lopez)

N. Consider and act upon a resolution accepting a petition to create the Hillside Village Public Improvement District within the corporate limits of the City of Celina, Collin County, Texas; calling a public hearing; and authorizing the issuance of notices by the City Secretary of Celina, Texas regarding the public hearing. (Hillside Village - PID Petition Acceptance) (Pouladi)

O. Consider and act to authorize the Mayor Pro-Tem to execute a Landowner Agreement, a Reimbursement Agreement, a Construction, Funding, and Acquisition Agreement, and a Release and Termination of Prior Agreements, each by and between the City of Celina and CADG Sutton Fields, LLC, in connection with the development of Neighborhood Improvement Area #5A of the Sutton Fields II Public Improvement District. (Sutton Fields NIA#5A PID - MISC Agreements) (Pouladi)

P. Consider and act upon a resolution of the City of Celina, Texas, accepting a petition seeking the dissolution of the existing Parks at Wilson Creek Public Improvement District, and calling for a public hearing for the City Council's August 10, 2021 meeting. (Parks at Wilson Creek PID - Dissolution Petition) (Pouladi)

Q. Consider and act upon a resolution of the City of Celina, Texas, accepting a petition seeking the creation of a new The Parks at Wilson Creek Public Improvement District, and calling for a public hearing for the City Council's August 10, 2021 meeting. (Parks at Wilson Creek PID – Creation Petition) (Pouladi)

R. Consider and act upon a resolution appointing the Home Rule Charter Review Commission. (Tarrant)

S. Consider and act to authorize and execute a license agreement between the City of Celina and Star Real Estate for the occupation and usage of the City's alley adjacent to the property. (Glasgow)

T. Consider and act to authorize and execute a license agreement between the City of Celina and ABS Ward Real Estate for the occupation and usage of the City's alley adjacent to the property. (Glasgow)

U. Consider and act to authorize and execute a license agreement between the City of Celina and Kelt and Christy Gibson for the occupation and usage of the City's alley adjacent to the property. (Glasgow)

V. Consider and act to authorize the City Manager to execute a license agreement by and between the City of Celina and Celina Realty (Glasgow)

W. Consider and act to authorize amendment 2 to work order 2020-0004 with Halff & Associates, Inc. for design services at Old Celina Park for the Playground Improvements, Project P13 in an amount not to exceed $128,500.00. (Berry)

X. Consider and act to authorize and execute two license agreements between the City of Celina and Diego Matehuala for the occupation and usage of the City's alley adjacent to the properties. (Glasgow)

Y. Consider and act to authorize an agreement for engineering services to Freese & Nichols, Inc., for design of the Dallas Parkway Water Line in an amount not to exceed $685,800.00. (Berry)

Z. Review and Acceptance of the Quarterly Investment Report for the period end June 30, 2021 (Bromiley)

AA. Consider and act to authorize Change Order 2 for additional work on the 2021 Street Maintenance (Vest Lane (CR84) between CR 83 and CR 86) to Reliable Paving, Inc., in an amount not to exceed $83,589.00 (Berry)

AB. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

AC. Consider and act to authorize the use of amendment 1 to the design agreement for the Public Works Service Center Improvements Phase 1 with Quorum Architecture in an amount not to exceed $13,700.00 (Berry)

AD. Consider and act upon a resolution creating the Special Events Advisory Committee (Lynch)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing and act upon a Development Agreement for approximately 19 acres of land, generally located west of Preston Road and 1,500 feet north of J Fred Smith Parkway. (Venya Gardens – Development Agreement) (Mohan)

B. Conduct a public hearing and act upon an ordinance on the voluntary annexation of approximately 19 acres within the Extraterritorial Jurisdiction, generally located west of Preston Road and 1,400 feet north of J Fred Smith Parkway. (Venya Gardens - Annexation) (Mohan)

C. Conduct a public hearing and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 19 acre tract of land to Commercial, Office, & Retail Zoning District (C) with the Preston Road Overlay (PRO), generally located west of Preston Road and 1,500 feet north of J Fred Smith Parkway. (Venya Gardens – Zoning) (Mohan)

D. Conduct a public hearing and act upon a Development Agreement for approximately 72 acres of land, generally located at the northwest corner of Glendenning Parkway and KC Robinson Lane, within the City Limits. (Hillside Village – Development Agreement) (Mohan)

E. Conduct a public hearing and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Concept Plan and Development Regulations of Planned Development (PD) No. 66 on approximately 72 acres, generally located at the northwest corner of Glendenning Parkway and KC Robinson Lane, within the City Limits. (Hillside Village – Planned Development Amendment) (Mohan)

F. Conduct a public hearing and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Development Regulations of Planned Development (PD) No. 117 on approximately 3,269 acres, generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road within the City Limits. (Dynavest – Planned Development Amendment) (McAfee)

G. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Sutton Fields II Public Improvement District Amended and Restated Service and Assessment Plan, including the Neighborhood Improvement Area #5A assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #5A 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 Neighborhood Improvement Area #5A assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields NIA#5A PID- SAP-Levy) (Pouladi)

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

I. Conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 10: Subdivision Regulation, Article 10.02: Impact Fees, Division 2: Water and Wastewater Facilities by adopting updated land use assumptions; adopting an updated water and wastewater capital improvement plan and impact fee analysis; adopting revised water and wastewater impact fees; adopting a revised schedule 1 assessment rates and schedule 2 collection rates for water and wastewater facilities. (Brawner)

J. Conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 10: Subdivision Regulation, Article 10.02: Impact Fees, Division 3: Roadway Facilities by adopting updated land use assumptions; adopting an updated roadway capital improvement plan and impact fee analysis; adopting revised roadway impact fees; and adopting a revised schedule 1 assessment rates and schedule 2 collection rates for roadway facilities (Brawner)

IX. ACTION ITEM:

A. Consider and act upon a resolution of intent to annex approximately 449 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (21-01 Annexation Resolution) (McAfee)

1) Collin CAD Property ID 2120983, being an approximate 116.17 acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58,

2) Collin CAD Property ID 1014538 , being an approximate 36 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289,

3) Collin CAD Property ID 1014547, being an approximate 73.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2; generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289,

4) Collin CAD Property ID 985731, being an approximate 53 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 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129,

5) Collin CAD Property ID 986598, being an approximate 1.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey , Tract 2; generally located approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129,

6) Collin CAD Property ID 995123, being an approximate 3 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455,

7) 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 1,500 feet north of County Road 129,

8) Collin CAD Property ID 1498089, being an approximate 3.2 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court,

9) Collin CAD Property ID 1498098, being an approximate 3.54 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court,

10) Collin CAD Property ID 1585804, being an approximate 10.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,900 feet north of County Road 8, and

11) Collin CAD Property ID 995748, being an approximate 66.9 acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946.

B. Consider and act upon all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2021A", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. (Stovall)

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

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

_____
Date Notice Removed

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 13, 2021
Re:	Annual Downtown Update

Action Requested:
Presentation regarding Annual Downtown update (McAfee)

Background Information:
In 2019, the City Council adopted the Downtown Master Plan. This award-winning plan directs staff to provide annual implementation updates to the City Council. Please refer to the attachment for additional information.

Supporting Documents:
- Staff Presentation

Staff Recommendation:
NA

Annual Update

Downtown Master Plan

City Council – Work Session

July 13, 2021

Attachment: Staff Presentation (Annual Downtown Update)

Background

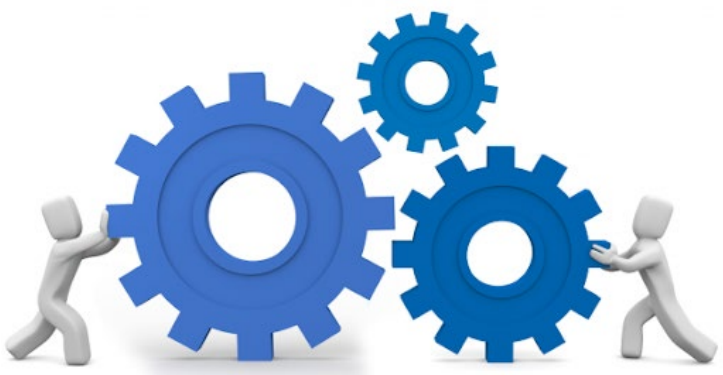
- The Downtown Master Plan was adopted in 2019 by the City Council
- TX-APA award for community outreach
- Directs staff to provide the City Council with a brief update annually on the progress of the Plan's implementation

Attachment: Staff Presentation (Annual Downtown Update)

Strategic Implementation

Action Item Categories:

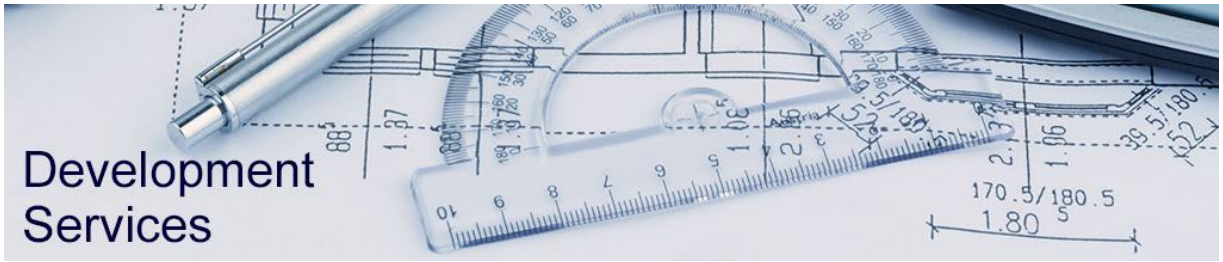
- Mobility & Infrastructure
- Form & Function
- Zoning
- Branding
- Events & Programming



Over 65 action items to obtain these goals

Previously Completed

- Downtown Incentive Programs (DIPs)
- Updated ordinances (alcohol & noise)
- Parks & Trails Plans
- Substandard Housing
- Enhanced Special Events
- Fine Arts Board created
- Special Area Plan – Entertainment District
- Traditions Park Concept (2021 CLIDE Award)



Attachment: Staff Presentation (Annual Downtown Update)

Façade Grants & DIPs

This program helps businesses rehabilitate older buildings and bring them back online through financial assistance:

- Toasted Walnut
- Nelson Hotel
- Hester's
- Bongo Beaux
- Buff City Soap
- Summer Moon
- Rollertown
- Little Wooden Penguin
- Valley Vines
- Annie Jack
- Two29 on the Square
- Dry Fly Brewery
- Papa Gallo's Patio
- Frontier Golf
- Silos Whiskey Garden
- Various Murals

Attachment: Staff Presentation (Annual Downtown Update)

The Little Wooden Penguin

Valley Vines

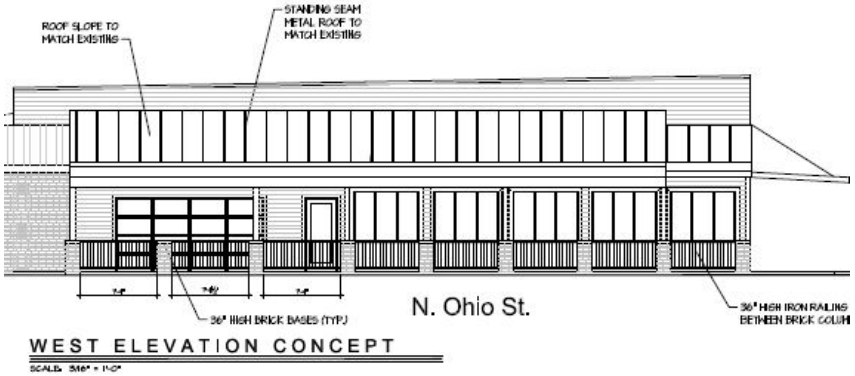
Attachment: Staff Presentation (Annual Downtown Update)

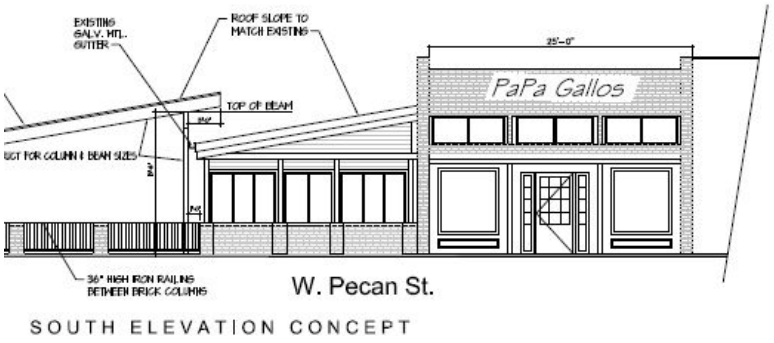
Buff City Soap

Summer Moon – coming soon!

Papa Gallo's Patio Expansion

Coming Soon





Attachment: Staff Presentation (Annual Downtown Update)

Annie Jack – Here!

The Silos Whiskey Garden

Under Construction

Attachment: Staff Presentation (Annual Downtown Update)

Traditions Park

Bobcat Trail
at Traditions Park

Legend

1. Entry Gateway
2. Fitness Grove
3. Amphitheater with Athletics History Walk
4. Food Truck Court
5. Restaurant Patios
6. Playground / Splash Pad with Shade Canopies
7. Re-purposed Parks and Rec Facilities
8. Pedestrian Bridges
9. Dog Park with Artificial Turf
10. Covered Basketball Court
11. Community Garden
12. Pollinator Gardens
13. Tennis Courts
14. 12' Wide Concrete Trail

NORTH SCALE

NORRIS DESIGN
Planning | Landscape Architecture | Branding

Attachment: Staff Presentation (Annual Downtown Update)

Newly Completed

- Downtown Code
- Square WiFi
- Downtown Commission established
- New neighborhoods! (Uptown)
- Interim Parking Lots
- Turf on the square
- Downtown Logo
- Main Street award
  (Huddleston Building)

Attachment: Staff Presentation (Annual Downtown Update)

Upcoming Projects

- Several CIPs (e.g. Colorado Street)
- Shared patio space
- Additional murals
- Special Events Advisory Committee
- Wayfinding Signage
- Gateway Monumentation

Life Connected
Celina
TEXAS

Patio Plaza

Attachment: Staff Presentation (Annual Downtown Update)

Ongoing

- Identify and implement parking opportunities
- Minor infrastructure (trash, grease traps, etc.)
- Enhance opportunities for Music
- Murals
- Importance of Special Events

CHRISTMAS
ON THE SQUARE

Attachment: Staff Presentation (Annual Downtown Update)

NEXT STEPS

Continue implementation of the award-winning Downtown Master Plan in order to preserve, protect, and enhance the "heart" of the community (i.e. downtown)

Any questions?

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JUNE 8, 2021
5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

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

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Employee of the Year recognition. (Terry)

Mayor Terry recognized Park Superintendent Gary Hendricks as Employee of the Year.

B. Celebrating Leadership in Development Excellence (CLIDE) Award for Bobcat Trail. (Webb)

Executive Director of Public Services Kim Brawner talked about the city receiving a CLIDE award for the design of Bobcat Trail.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees. (Stovall) (Bromiley) (Glasgow) (Cullison)

Assistant City Manager Karla Stovall introduced Katherine Chamberlin and Utility Billing Clerk Kevin Marcial. Director of Engineering Andy Glasgow introduced new City Engineers Linda Majueed and Dailyn Cruz. Police Chief John Cullison introduced new Public Safety Officer David Thomas.

B. Collin College Update. (Brenda Carter, MS-Executive Dean of Celina Campus)

Minutes Acceptance: Minutes of Jun 8, 2021 5:00 PM (Minutes Approval)

C. Discussion regarding Boards/Commissions appointment process. (Terry)

Mayor Terry proposed a nominations committee for which Jay Pierce, Andy Hopkins and Mindy Koehne volunteered, to review applications and choose candidates for each board to be interviewed by the entire council.

D. Discussion regarding the Charter Review Committee 2.0. (McAfee)

Director of Development Services Dusty McAfee led a general discussion about appointing a Charter Review Committee.

E. Presentation regarding Special Events Advisory Committee. (Lynch)

Director of Communications Donna Lynch reviewed the proposed function of a Special Events Committee.

F. Upper Trinity Regional Water District update. (Howard)

Director of Government Affairs Corbett Howard relayed current operation goals of the Upper Trinity Regional Water District.

G. Discussion regarding roadway, water, and wastewater impact fees. (Glasgow)

Pete Kelly with Kimley Horn presented the process and proposed fees the city can follow to update fees.

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

No other items were discussed.

V. OPEN FORUM:

David Quick who owns a business at 403 S. Oklahoma spoke regarding Consent Agenda Item G. He stated that standards for government parking lots should be equal to private requirements.

VI. EXECUTIVE SESSION:

The Celina City Council convened into executive session at 6:06 p.m. with City Manager Jason Laumer, City Attorney Lance Vanzant, Assistant City Manager Karla Stovall and Executive Director of Public Services Kim Brawner.

A. Discussion regarding public necessity to acquire real property interests for Right of Way and Utility Facilities and authorizing the use of eminent domain to condemn real property described as a tract of land situated in the Collin County Land Survey Abstract No. 170 and the W.H. Herron Survey, Abstract No. 380, Collin County, Texas and being a portion of a called 95.343 acre tract of land described in a deed to Michael B. Merritt and wife, Margaret A. Merritt, as recorded in Instrument No. 93.0101758 of the Land Records of Collin County, Texas, and also being a portion of a called 10.500 acre tract of land described in a deed to Michael B. Merritt and wife, Margaret A. Merritt, as recorded in Volume 1046, Page 546 of the Deed Records of Collin County, Texas and comprising approximately 3.725 acres.

B. Consider and act on an employment agreement with Shain Hunn to serve as Director of Organizational Leadership.

Reconvene Into Open Session

The City Council reconvened into open session at 6:41 p.m.

Minutes Acceptance: Minutes of Jun 8, 2021 5:00 PM (Minutes Approval)

C. Consider and act upon a resolution of the City Council of the City of Celina, Texas finding a public necessity exists to acquire real property interests for Right of Way and Utility Facilities and authorizing the use of eminent domain to condemn real property described as a tract of land situated in the Collin County Land Survey Abstract No. 170 and the W.H. Herron Survey, Abstract No. 380, Collin County, Texas and being a portion of a called 95.343 acre tract of land described in a deed to Michael B. Merritt and wife, Margaret A. Merritt, as recorded in Instrument No. 93.0101758 of the Land Records of Collin County, Texas, and also being a portion of a called 10.500 acre tract of land described in a deed to Michael B. Merritt and wife, Margaret A. Merritt, as recorded in Volume 1046, Page 546 of the Deed Records of Collin County, Texas and comprising approximately 3.725 acres.; Providing for public convenience and necessity finding; Providing for authorization for acquisition of property rights and hiring of legal, appraisal and engineering consultants to implement and finalize such acquisition; Providing for the authorization of eminent domain proceedings; Providing for an open meeting finding; and providing an effective date.

Councilman Hopkins moved to approve reading aloud the resolution caption as stated on the agenda.

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

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

Councilman Hopkins moved to appoint Shain Hunn as Director of Organizational Leadership as discussed in executive session.

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

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - May 11, 2021 5:00 PM
2. Joint Meeting of the City Council and Economic Development Corp - Special - May 14, 2021 9:00 AM
3. Historic Preservation Commission - Special Meeting - Mar 17, 2021 10:00 AM
4. Main Street Advisory Board - Regular Meeting - Jan 7, 2021 8:00 AM
5. Main Street Advisory Board - Special Meeting - Mar 16, 2021 10:00 AM

Minutes Acceptance: Minutes of Jun 8, 2021 5:00 PM (Minutes Approval)

6. Main Street Advisory Board - Special Meeting - Apr 15, 2021 9:00 AM

B. Consider and act to authorize a mutual aid agreement with the City of Allen for IT Services. (Berry)

C. Consider and act to purchase IAPro and Blue Team Software from CI Techologies, Inc., for the police department in an amount not to exceed $15,000. (Berry)

D. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

E. Consider and act to authorize an agreement for engineering services for the design of Celina Road pump station improvements phase 3 in an amount not to exceed $172,474.00. (Berry)

F. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a public hearing date of July 13th, 2021 to consider/discuss/act on the amendment of the Land Use Assumptions, Capital Improvements Plan, and maximum assessable fees for water, wastewater, and roadway impact fees. (Brawner)

G. Consider and act to award bid 2021-0081 to Trivince General Contractor, LLC., for the installation of Fire Administration Modular Building Parking Lot at the unit prices listed in an amount of $164,965.00 plus contingency in the amount of $16,496.50 for a total not to exceed $181,461.50. (Berry)

H. Consider and act to award bid 2021-0077 for the Punk Carter Extension to SAI Construction, Inc., at the unit prices listed in an amount of $1,027,589.00 plus contingency of $102,758.90 for a total amount not to exceed $1,130,347.90. (Berry)

I. Consider and act upon a contract for legal services with Richard Hayes of Hayes, Berry, White and Vanzant, LLP related to the acquisition of real property interests for the expansion of County Road 95. (Vanzant)

J. Consider and act upon a license agreement by and between the City of Celina and Argent Associates and the Celina Chamber of Commerce to install and maintain directional digital kiosk signs on City-owned Rights-of-Way; generally located at the east side of the downtown square and Old Celina Park, within the City limits. (Digital Kiosks- License Agreement) (Colakovic)

K. Consider and act upon appointments to the Downtown Commission. (Tarrant)

L. Consider and act upon an ordinance amending the Celina Code of Ordinances to repeal Article 3.06 Historic Preservation for the purpose of consolidating all regulations regarding development to the Downtown Code and all advisory functions to the newly established Downtown Commission. (Tarrant)

M. Consider and act to dissolve the Main Street Advisory Board for the purpose of consolidating all advisory functions regarding Celina downtown development to the newly established Downtown Commission. (Tarrant)

Minutes Acceptance: Minutes of Jun 8, 2021 5:00 PM (Minutes Approval)

N. Consider and act upon a development agreement for Papa Gallo's; generally located at the northeast corner of Ohio Drive and Pecan Street, within the City Limits. (Papa Gallo's – Development Agreement) (Mohan)

O. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Celina Real Estate for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Papa Gallo's– DIP) (Mohan)

P. Consider and act upon a development agreement for Celina Station; generally located at the southwest corner of Preston Road and Ash Street, within the City Limits. (Celina Station – Development Agreement) (Mohan)

Q. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Vision and Structure, LLC-Series 16 for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Silos– DIP Agreement) (Mohan)

R. Consider and act upon a resolution of the City of Celina, Texas regarding the addition of lands and issuance of obligations by North Parkway Municipal Management District No. 1. (Dynavest (North Parkway) MMD - First Amendment) (Pouladi)

S. Consider and act upon an ordinance of the City of Celina, Texas, terminating and releasing the Neighborhood Improvement Area #5A Assessment previously levied against property within Neighborhood Improvement Area #5A of the Sutton Fields Public Improvement District; repealing Ordinance No. 2020-76; and authorizing additional actions to terminate and release the lien associated with the previously levied Neighborhood Improvement Area #5A Assessment. (Sutton Fields NIA #5A releasing assessment lien ordinance) (Pouladi)

T. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of improvements to be financed within Neighborhood Improvement Area #5A of the Sutton Fields Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Neighborhood Improvement Area #5A Assessment Roll; directing the filing of the proposed Neighborhood Improvement Area #5A Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing for July 13, 2021, to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #5A of the Sutton Fields Public Improvement District. (Sutton Fields NIA#5 PID-Pre-SAP) (Pouladi)

U. Consider and act upon a resolution of the City Council of the City of Celina, Texas, to repeal and replace resolution No. 2021-24R, renaming certain portions of County Road 84 to Vest Lane. (County Road 84 name change) (Colakovic)

V. Consider and act upon a resolution of the City Council of the City of Celina, Texas, renaming County Road 89 to KC Robinson Lane. (County Road 89 name change) (Colakovic)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider testimony and act upon a Development Agreement for approximately 761 acres of land, generally located at the northwest corner of Legacy Drive and Parvin Road, within the Extraterritorial Jurisdiction (ETJ). (Merritt - Development Agreement) (McAfee)

Mayor Terry opened the hearing at 6:44 p.m. No public comment was received. The hearing was closed at 6:50 p.m.

Minutes Acceptance: Minutes of Jun 8, 2021 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Justin Steiner, Place 1
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

B. Conduct a public hearing to consider testimony and act upon a resolution of the City of Celina, Texas authorizing and creating the North Sky Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. (North Sky (Chan-Moore) - PID Creation) (Lopez)

Councilwoman Koehne recused herself from this item due to a possible conflict of interest. Mayor Terry opened the hearing at 6:50 p.m. No public comment was received. The hearing was closed at 6:52 p.m.

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

C. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Amended and Restated The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan, including the Phase #5 assessment roll; making a finding of special benefit to property within Phase #5 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 #5 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Mustang Lakes Ph 5 - PID SAP-Levy) (Pouladi)

Mayor Terry opened the hearing at 6:52 p.m. No public comment was received. The hearing was closed at 6:54 p.m.

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

D. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Amended and Restated Wells North Public Improvement District Service and Assessment Plan, including the Neighborhood Improvement Area #5 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #5 of Wells North Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Neighborhood Improvement Area #5 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Wells North (Bluewood) NIA#5 PID SAP-Levy) (Pouladi)

Mayor Terry opened the hearing at 6:54 p.m. No public comment was received. The hearing was closed at 6:56 p.m.

Minutes Acceptance: Minutes of Jun 8, 2021 5:00 PM (Minutes Approval)

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

IX. ACTION ITEM:

A. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Wells North Public Improvement District Neighborhood Improvement Area #5 Project); approving and authorizing related agreements; and providing an effective date. (Wells North (Bluewood) NIA#5 PID-Bond) (Pouladi)

Nich Bulaich with Hilltop Securities presented the terms of the bond sale.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

B. Consider and act on a resolution recognizing certain staff positions as director level positions subject to those rules for directors contained in the City Charter and other relevant City policies and procedures. (Laumer)

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

C. Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Tarrant)

Councilman Jay Pierce nominated Mindy Koehne as Mayor Pro Tem and Justin Steiner as Deputy Mayor Pro Tem.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Mindy Koehne, Place 5
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 7:03 p.m.

_____

Sean Terry, Mayor

Minutes Acceptance: Minutes of Jun 8, 2021 5:00 PM (Minutes Approval)

_____ _____

Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Jun 8, 2021 5:00 PM (Minutes Approval)

Life Connected.

CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
MONDAY, JUNE 21, 2021
5:00 PM

MINUTES

I. CALL TO ORDER:

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

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

II. ACTION:

A. Consider and act upon an Amended and Restated Economic Incentive Agreement between the City of Celina, Celina Economic Development Corporation, and Valley Vines Distribution, LLC, to amend and replace the existing Incentive Agreement with Valley Vines Distribution, LLC.

Councilwoman Wigginton moved to approve a new Amended and Restated Economic Incentive Agreement with Valley Vines Distribution to amend and replace the existing agreement.

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

III. EXECUTIVE SESSION:

The City Council adjourned into Executive Session at 5:04 p.m. with City Attorney Lance Vanzant, the TML appointed attorney for this suit, City Manager Jason Laumer, Assistant City Manager Karla Stovall, Allwyn Barrow and Chief John Cullison.

Minutes Acceptance: Minutes of Jun 21, 2021 5:00 PM (Minutes Approval)

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.

A. Shea Scott vs. The City of Celina

Reconve into Open Session:

The City Council reconvened into Open Session at 6:46 p.m.

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

No action was taken out of Executive Session.

IV. ADJOURN:

There being no further comment Mayor Terry adjourned the meeting at 6:46 p.m.

_____
Sean Terry, Mayor

_____ _____
Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Jun 21, 2021 5:00 PM (Minutes Approval)

Life Connected.

Police Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	John Cullison, Police Chief
CC:	Jason Laumer, City Manager
Date:	July 13, 2021
Re:	FY2022 Jail Services Agreement

Action Requested:
Consider and act upon approval of the annual extension of a Jail Services Agreement by and between the City of Celina and Collin County. (Cullison)

Background Information:
Please note that the daily rate for FY 2022 will be $58.80. This is $32.61 per day less than FY 2021. The reduction is due to a large portion of Public Safety Salaries being moved to the CARES Act grant for FY 2020. The daily rate is expected to increase to its normal rate again in FY 2023. Please see the note at the bottom of the FY2022 Inmate Housing Fees for further explanation.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
$58.80 per day per inmate

Legal Review:

Supporting Documents:
Contract amendment and housing fee chart

Staff Recommendation:
Approval

Office of the Purchasing
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Contract Amendment

One (1)

Vendor: City of Celina
142 N. Ohio
Celina, TX 75009

Effective Date 10/1/2021
Contract No. 2020-366

Contract Interlocal Agreement for Jail Services

Awarded by Court Order No.: 2020-711-08-10
Amendment 1 Court Order No.:

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

ITEM #1: Extend agreement for the period of October 1, 2021 through September 30, 2022, with the option for either party to terminate the contract with ninety (90) days written notice.

ITEM #2: Charges for fiscal year 2022: $58.80 per day, per inmate

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

(Print Name)
City of Celina
142 N. Ohio
Celina, TX 75009

SIGNATURE
TITLE:
DATE:

ACCEPTED AND AUTHORIZED BY AUTHORITY OF COLLIN COUNTY COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michelle Charnoski
Purchasing Agent, CPPB
DATE:

Attachment: FY22 Jail Services ILA Amendment 1 (Jail Services)

Proposed Inmate per day Expense Entity Impact

Entity	FY 2015 Actual Paid	FY 2016 Actual Paid	FY 2017 Actual Paid	FY 2018 Actual Paid	FY 2019 Actual Paid	FY 2020 Actual Paid	FY 2020 Inmate Days Utilizing FY 2022 Adopted Rate
Anna	$ 4,257.19	$ 3,489.50	$ 3,768.66	$ 4,606.14	$ 4,395.09	$ 4,543.88	$ 4,204.72
Anna ISD	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Baylor Scott & White	-	-	-	-	-	-	$ -
Celina	1,674.96	1,674.96	3,210.34	1,674.96	3,589.86	2,271.94	$ 2,102.36
Collin Co. Community College		-	-	139.58	-	-	$ -
Community ISD	-	-	-	-	-	-	$ -
DART	-	-	-	209.37	-	188.94	$ 174.84
Fairview	697.90	1,186.43	1,326.01	1,256.22	188.94	98.78	$ 91.41
Farmersville	4,466.56	5,443.62	3,140.55	3,000.97	3,873.27	1,284.14	$ 1,188.29
Farmersville ISD	-	-	-	-	-	-	$ -
Josephine	-	69.79	209.37	-	-	98.78	$ 91.41
Lavon	348.95	907.27	348.95	837.48	1,133.64	790.24	$ 731.26
Lucas	279.16	348.95	-	-	94.47	-	$ -
McKinney	75,442.99	88,005.19	73,349.29	63,090.16	70,285.68	36,977.85	$ 34,217.80
Melissa	3,559.29	5,024.88	2,512.44	3,768.66	3,495.39	3,457.30	$ 3,199.24
Murphy	2,931.18	2,652.02	4,885.30	3,419.71	3,400.92	4,642.66	$ 4,296.13
Parker	139.58	139.58	209.37	418.74	-	395.12	$ 365.63
Princeton	5,094.67	5,652.99	12,283.04	5,304.04	7,935.48	5,926.80	$ 5,484.42
Prosper	279.16	1,884.33	1,954.12	2,372.86	3,684.33	4,247.54	$ 3,930.50
Prosper ISD	-	-	-	-	-	-	$ -
St Paul	-	-	-	-	-	-	$ -
Westminister	-	-	-			-	$ -
Wylie	-	-	2,931.18	3,978.03	7,179.72	2,271.94	$ 2,102.36
	$ 99,171.59	$ 116,479.51	$ 110,128.62	$ 94,076.92	$ 109,256.79	$ 67,195.91	$ 62,180.36
Rates	$ 69.79	$ 69.79	$ 69.79	$ 69.79	$ 94.47	$ 98.78	$ 58.80
# City Days	1,421	1,669	1,578	1,348	1,157	680	
Federal Inmate Housing	$ 1,118,594.12	$ 905,525.25	$ 919,901.99	$ 821,360.10	$ 952,492.33	$ 1,179,869.74	$ 1,254,164.03
# Federal Days	16,028	12,975	13,181	11,769	13,648	11,944	
Facility Utilization							
% County	94.90%	95.54%	95.99%	96.41%	96.16%	96.38%	
% City	0.41%	0.51%	0.43%	0.37%	0.30%	0.19%	
% Federal	4.68%	3.95%	3.58%	3.22%	3.54%	3.42%	

NOTE: CARES Act funding was used in FY 2020 to cover a portion of Public Safety salaries. This savings has translated into a lower daily rate for FY 2022. We expect the expenditures to return to normal over the course of FY 2021 and FY 2022.

Attachment: FY2022 Inmate Housing Fees 4-21-21 (Jail Services)

Police Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	John Cullison, Police Chief
CC:	Jason Laumer, City Manager
Date:	July 13, 2021
Re:	FY2022 Dispatch Services Agreement

Action Requested:
Consider and act upon an interlocal agreement for law enforcement dispatch services by and between the City of Celina and Collin County. (Cullison)

Background Information:
This action will approve the annual agreement with Collin County for law enforcement dispatch services.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
$174,212 annual fee for dispatch services. Annual connection fee per radio $108.

Legal Review:

Supporting Documents:
Interlocal Agreement, Connection Policy, Dispatch Fees, Motorola Radio Terms of Use

Staff Recommendation:
Approval

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2021, by and between the City of Celina (the "City") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County, through the Sheriff's Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.

2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term "Dispatch Services" means all services necessary for the Collin County Sheriff's Office to receive calls for law enforcement service within the City's jurisdiction and to dispatch the City's law enforcement personnel in response to such calls.

HOSTING SERVICES. The term "Hosting Services" means the County will store the City's data as it relates to dispatch services.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on October 1, 2021 and shall continue in full force and effect through September 30, 2022. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

Attachment: FY22 Law Enforcement - Dispatch Services (Dispatch Services)

3.01 The County agrees to provide dispatch services through the Sheriff's Office to the City in the same manner and under the same work schedule as such services are provided in the operation of the County's law enforcement personnel.

3.02 Hosting Services. The County agrees to provide Hosting Services to the City and that it will provide 95% uptime availability of the service as covered herein.

3.03 Scheduled Maintenance: The City hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the City, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the City notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the City prior to scheduled maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.

3.04 Hosted Data Ownership. The City shall have sole ownership of the City's hosted data and the County shall make no claim to ownership of City's hosted data.

3.05 Hosted Data Back Up. The County will back up the City's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County, however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide to the City a current database backup that can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the City's data and/or verify data will be provided in accordance with the County's current rates.

Attachment: FY22 Law Enforcement - Dispatch Services (Dispatch Services)

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

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2022 in the amount of $174,212 shall be paid by the City in four quarterly installments of $43,553 during the term hereof. The fees will be based on the fee schedule formulas adopted by Commissioners' Court on August 6, 2018 (Court Order No. 2018-628-08-06). In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2022, the fee will be $108 per radio and may be updated annually by PAWM.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating, as liquidated damages to cover the County's anticipated costs for staffing and equipment to provide services hereunder.

5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

Attachment: FY22 Law Enforcement - Dispatch Services (Dispatch Services)

SECTION 6. CIVIL LIABILITY

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

6.02 The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

Attachment: FY22 Law Enforcement - Dispatch Services (Dispatch Services)

(A) Collin County, to:
Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071

(B) Collin County Administrator, to:
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

(C) If to the City, to:

_____

_____

_____

(D) Collin County, Remote Access to:
Information Technology Department
2300 Bloomdale #3198
McKinney, Texas 75071

Or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the

Attachment: FY22 Law Enforcement - Dispatch Services (Dispatch Services)

convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

SECTION 15. FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A

Attachment: FY22 Law Enforcement - Dispatch Services (Dispatch Services)

party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Attachment: FY22 Law Enforcement - Dispatch Services (Dispatch Services)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

"COUNTY"

COLLIN COUNTY, TEXAS

BY: _____

TITLE: _____

DATE: _____

"CITY"

_____

BY: _____

TITLE: _____

DATE: _____

Attachment: FY22 Law Enforcement - Dispatch Services (Dispatch Services)

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 13, 2021
Re:	Interlocal Dispatch Agreement

Action Requested:
Consider and act upon approval of an Interlocal Agreement for fire/ems dispatch services by and between the City of Celina and Collin County. (Metdker)

Background Information:
Annual renewal of dispatch service for fire/ems with Collin County.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
No cost at this time.

Legal Review:

Supporting Documents:
Interlocal Agreement

Staff Recommendation:

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2021, by and between the Celina Fire Department (the "Fire Department") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County, through the Sheriff's Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.

2. The Fire Department desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term "Dispatch Services" means all services necessary for the Collin County Sheriff's Office to receive calls for Fire/EMS services within the Fire Department's jurisdiction and to dispatch the Fire personnel in response to such calls.

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

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on October 1, 2021, and shall continue in full force and effect through September 30, 2022. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

Attachment: Celina Fire Department - Dispatch Services (Dispatch Services-Fire)

3.01 The County agrees to provide dispatch services through the Sheriff's Office to the Fire Department in the same manner and under the same work schedule as such services are provided in the operation of the County's law enforcement personnel.

3.02 Hosting Services. The County agrees to provide Hosting Services to the Fire Department and that it will provide 95% uptime availability of the service as covered herein.

3.03 Scheduled Maintenance: The Fire Department hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the Fire Department, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the Fire Department notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the Fire Department prior to scheduled maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.

3.04 Hosted Data Ownership. The Fire Department shall have sole ownership of the Fire Department's hosted data and the County shall make no claim to ownership of Fire Department's hosted data.

3.05 Hosted Data Back Up. The County will back up the Fire Department's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County, however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide to the Fire Department a current database backup that

Attachment: Celina Fire Department - Dispatch Services (Dispatch Services-Fire)

can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the Fire Department's data and/or verify data will be provided in accordance with the County's current rates.

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

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2022 are in the amount of $0.

SECTION 6. CIVIL LIABILITY

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

6.02 The Fire Department shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the Fire Department pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

Attachment: Celina Fire Department - Dispatch Services (Dispatch Services-Fire)

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

(A) Collin County, to:
Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071

(B) Collin County Administrator, to:
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

(C) If to the Fire Department, to:

_____

_____

_____

Attachment: Celina Fire Department - Dispatch Services (Dispatch Services-Fire)

(D) Collin County, Remote Access to:
Information Technology Department
2300 Bloomdale #3198
McKinney, Texas 75071

Or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the Fire Department shall be provided by the Fire Department to the County Judge of Collin County as follows:

The Honorable Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the Fire Department have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third-party beneficiary

Attachment: Celina Fire Department - Dispatch Services (Dispatch Services-Fire)

or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

SECTION 15. FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Attachment: Celina Fire Department - Dispatch Services (Dispatch Services-Fire)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

"COUNTY"

COLLIN COUNTY, TEXAS

BY: _____

TITLE: _____

DATE: _____

"FIRE DEPARTMENT"

_____

BY: _____

TITLE: _____

DATE: _____

Attachment: Celina Fire Department - Dispatch Services (Dispatch Services-Fire)

ATTACHMENT A

Collin County External Law Enforcement and Fire Department Remote Connectivity Policy and Agreement Form

Remote Access Agreement

1.0 Purpose
The purpose of this document is to provide the framework for granting REMOTE ACCESS to Collin County services/equipment through REMOTE ACCESS so that an Authorized Party of a law enforcement agency or a fire department external to Collin County government may access its justice data hosted on Collin County's network.

2.0 Scope
This policy applies to all Law Enforcement and Fire Department personal external to Collin County government utilizing REMOTE ACCESS to access the Collin County network for justice data (such persons referred to herein as "Authorized Parties").

3.0 Policy
Authorized parties may utilize the benefits of REMOTE ACCESS, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the REMOTE ACCESS.

Additionally,

1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized Parties and the Collin County employees sponsoring the request for REMOTE ACCESS are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County REMOTE ACCESS policy and will be reported to the Authorized Party's agency
3. The Authorized Parties and the Collin County employees sponsoring the REMOTE ACCESS request are also responsible for defining the time scope that the REMOTE ACCESS account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. REMOTE ACCESS use is to be controlled using public/private key system with a strong pass phrase and a second factor such as a token device or a dynamically generated passcode.
5. REMOTE ACCESS gateways will be established and managed by Collin County Information Technology Department.
6. All computers connected to Collin County internal networks via REMOTE ACCESS or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
7. All Authorized Parties connecting to the Collin County internal networks via REMOTE ACCESS or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems. All systems using REMOTE ACCESS connections to Collin County must comply with Microsoft's Product Lifecycle chart and use only currently supporting and fully patched operating systems.
8. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
9. Only approved REMOTE ACCESS clients may be used.
10. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the REMOTE ACCESS connection from the Authorized Party's computer.
11. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to

Attachment: Attachment A - Remote Access - Connection Policy and Agreement (Dispatch Services-Fire)

the County's network within 24 hours or next business day.

12. After six months of expired inactivity, Active Directory and REMOTE ACCESS accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
13. Accounts will be locked out after a certain number of failed attempts.
14. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the REMOTE ACCESS user. The sponsoring agency is the Sheriff's Office.
15. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
16. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the REMOTE ACCESS to Collin County
17. If the County migrates to a new network connection technology it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.
18. The Authorized Party must notify Collin County IT immediately upon learning of any compromise occurring through an anti-virus, malware, or other form of unauthorized access. Collin County will also inform the Authorized Parties of any breach or suspected breach occurring on the county network. REMOTE ACCESS may be restricted during such an event while corrective actions are undertaken.
19. The Authorized Party must notify Collin County IT immediately upon learning of any unauthorized access of county resources through the REMOTE ACCESS connection.

4.0 Granting Access

To obtain access via REMOTE ACCESS, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for REMOTE ACCESS must be signed and approved by the Manager who is responsible for the external Authorized Party's use. REMOTE ACCESS expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal of two weeks' notice to schedule.

5.0 Enforcement

Collin County Information Technology Department may actively monitor the REMOTE ACCESS concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their REMOTE ACCESS terminated immediately.

6.0 Liability

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County's services/equipment resulting from or related to Agency's connection to the County's networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

Attachment: Attachment A - Remote Access - Connection Policy and Agreement (Dispatch Services-Fire)

ATTACHMENT A

7.0 Definitions

Term	Definition
REMOTE ACCESS	An extension of Collin County's internal private network.
REMOTE ACCESS Concentrator	Physical device that manages REMOTE ACCESS connections.
REMOTE ACCESS Client	Remote computer with REMOTE ACCESS software utilizing REMOTE ACCESS services.
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.
User	Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.
Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the REMOTE ACCESS. The employee may be someone in IT.

Agency Management's Signature (if applicable)

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Remote Access Users Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Sponsoring Party's Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Return form to:

Caren Skipworth
2300 Bloomdale #3198
McKinney, Texas 75071

Attachment: Attachment A - Remote Access - Connection Policy and Agreement (Dispatch Services-Fire)

ATTACHMENT B

MOTOROLA ASTRO 25 P25 RADIO SYSTEM

TERMS OF USE

1) All radios that use Collin County Radio System as their primary radio system are required to be equipped with and operate P25 Phase II Technology.
2) Telephone Interconnect and Private Call features are not enabled on the Collin County Radio System.
3) The participating department will notify the Collin County Sheriff's Office Support Services Captain and the Communications Manager of any radio (Mobile or Portable) that is misplaced, stolen, or lost. The Radio ID will be de-activated immediately unless needed for administrative or investigative purpose.
4) All subscriber radios that roam between Collin County's simulcast cell and the Joint Radio System's simulcast system (PAWM) will be required to use long antennas on their portable radios.
5) The Collin County Radio System coverage is based on portable radios with long antennas. Use of short antennas is not allowed on the Collin County Radio System as it will affect coverage inside buildings and on the street in some locations. Digital radio systems DO NOT offer coverage if the signal falls below an acceptable level.
6) Radio programming is only authorized by specific radio programmers. Unauthorized programming on the Collin County Radio System will result in immediate removal of said radio(s) and in some cases criminal charges. Cloning of radios and ID's are not allowed.

   AUTHORIZED PROGRAMMERS (*This list may be modified at any time during this agreement*)

   1) Plano Radio Shop (City of Plano)
   2) Frisco Radio Shop (City of Frisco)
   3) McKinney Radio Shop (City of McKinney)
   4) Crosspoint Communications
   5) Fort Worth Radio Shop (City of Fort Worth)
   6) Dallas Radio Shop (City of Dallas)
   7) Harris Corp (Irving Shop only)
   8) Garland Radio Shop (City of Garland)

7) Each department is required to keep an accurate inventory of their radios. Alias for each radio need to be provided to the Support Services Captain and the Communications Manager anytime a radio's assignment changes, or it is issued to another Officer. This information will be updated ASAP in the Dispatch Radio Consoles. Notifications will also include radio that is no longer used; these radio ID's will be shut off.
8) It is the department's responsibility to remove all programming from a radio that is sold or given to anyone outside of their department. The Support Services Captain and the Communications Manager must be notified before the radio changes ownership. If the department is unsure who to contact, contact Dispatch, which operates 24/7 to pass information to the designated person.

9) Anytime an emergency button is accidentally activated, it is the responsibility of the officer to let Dispatch know that the activation was a mistake.

Attachment: Attachment B - COLLIN COUNTY TDMA MOTOROLA ASTRO RADIO SYSTEM DISPATCH AGREEMENT (Dispatch Services-Fire)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Vicki Tarrant, City Secretary
Date: July 13, 2021
Re: Amendment to Interlocal Agreement for Animal Control and Animal Shelter Services.

Action Requested:
Consider and act upon approval of the annual Interlocal Agreement for animal services and the facility construction and use of an animal shelter by and between the City of Celina and Collin County. (Green)

Background Information:
These amendments extend the term of the agreements for another year.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Agreements

Staff Recommendation:

Contract Amendment

Fifteen (15)

Office of the Purchasing
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Celina
142 N. Ohio St.
Celina, TX 75009

Effective Date 10/1/2021
Contract No. 01357-09

Contract Interlocal Agreement for Animal Control Services

Awarded by Court Order No.: 2006-879-09-26
Amendment 14 Court Order No.: 2021-328-04-12
Amendment 15 Court Order No.:

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

ITEM #1: Extend agreement for a one year period as provided in section 5.0 of the contract documents. Agreement shall be in effect from October 1, 2021, through September 30, 2022, at the rate below.

ITEM #2: Total amount for fiscal year 2022: $34,786.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

(Print Name)
City of Celina
142 N. Ohio St.
Celina, TX 75009

SIGNATURE
TITLE:
DATE:

ACCEPTED AND AUTHORIZED BY AUTHORITY OF COLLIN COUNTY COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michelle Charnoski, CPPB
Purchasing Agent
DATE:

Attachment: Animal Control ILA Amendment 15 (Animal Control and Shelter)

FY 2022 Animal Control Billing Worksheet

Larger Entities / Original Entities

	% of Charges	FY22 Budgeted M&O and Per.	FY22 Capital Contribution**	FY22 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY20 Budget vs. Actual	FY22 Total Billed
Anna	8.51%	$ 51,786	$ 1,702	$ 53,488	$ 2,404	$ (4,106)	**$55,189**
Celina	5.36%	$ 32,641	$ 1,073	$ 33,714	$ 1,515	$ (2,588)	**$34,786**
Fairview	9.39%	$ 57,121	$ 1,877	$ 58,999	$ 2,652	$ (4,529)	**$60,875**
Melissa	4.74%	$ 28,875	$ 949	$ 29,824	$ 1,341	$ (2,289)	**$30,772**
Princeton	6.60%	$ 40,173	$ 1,320	$ 41,494	$ 1,865	$ (3,185)	**$42,813**
Prosper	9.64%	$ 58,691	$ 1,929	$ 60,620	$ 2,725	$ (4,653)	**$62,548**
Collin County	55.75%	$ 339,276	$ 11,150	$ 350,426	$ 15,752	$ (26,899)	**$361,573**
Totals	**100.00%**	**$ 608,563**	**$ 20,000**	**$ 628,563**	**$ 28,255**	**$ (48,249)**	**$648,558**

***Yearly Capital Charge Covers Any/All Equipment Replacement Costs*

Total cost before adjustments is calculated by taking the adopted operating budget for the upcoming year and adding $20,000 for Capital Contribuitons. To get the total billed amount subtract the flat contract amounts for the smaller entities and entities added at a later time and subtract out the adjustments from the last closed fiscal year to true up the expeditures. See below the adjustment calculation.

FY22 Billing Breakout		
Total Billed:	$	608,563
Smaller Entities:	$	28,255
Total +/- back	**$**	**580,308**

Adjust. for FY20 Budget vs. Actual		
FY20 Billed	$	600,071
FY20 Actual	$	648,320
Total +/- back	**$**	**(48,249)**

In FY 2020 all of the $20,000 Capital Contribution was spent for Capital so none of the funds are being returned in FY 2022.

Smaller Entities / Added Later

	% of Charges	FY22 Budgeted M&O and Per.	FY22 Capital Contribution**	FY22 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY20 Budget vs. Actual	FY22 Total Billed
Lavon				$3,150			**$3,150**
Lucas				$19,030			**$19,030**
Nevada				$1,575			**$1,575**
Weston				$2,500			**$2,500**
Van Alstyne				$2,000			**$2,000**
				$28,255			**$28,255**

Grand Total: $ 676,813

Grand Total is the total billed amount for the larger and smaller entities combined.

Attachment: Animal Control FY 2022 AC Billing_UPDATED (Animal Control and Shelter)

Contract Amendment

Fifteen (15)

Office of the Purchasin
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Celina
142 N Ohio St.
Celina, TX 75009

Effective Date 10/1/2021
Contract No. 06668-09

Contract: Interlocal Agreement for Facility Construction and Use of an Animal Shelter in Collin County

Awarded by Court Order No.: 2006-891-09-26
Amendment 14 Court Order No.: 2021-245-03-22
Amendment 15 Court Order No.:

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

ITEM #1: Extend agreement for the period of October 1, 2021 through September 30, 2022, with the option for either party to terminate the contract with ninety (90) days written notice.

ITEM #2: Total amount for fiscal year 2022: **$16,167.00**

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

(Print Name)
City of Celina
142 N Ohio St.
Celina, TX 75009

SIGNATURE
TITLE:
DATE:

ACCEPTED AND AUTHORIZED BY AUTHORITY OF COLLIN COUNTY COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michelle Charnoski
Purchasing Agent, CPPB
DATE:

Attachment: Animal Shelter Amendment 15 - Unsigned (Animal Control and Shelter)

FY 2022 Animal Shelter Billing Worksheet

Larger Entities / Original Entities

	% of Charges	FY22 Budgeted M&O and Per.	FY22 Capital Contribution**	FY22 Total Cost before Adjust.	Less FY20 Fees Collected	Less Adjustments for FY20 Budget vs. Actual	FY22 Total Billed
Anna	2.47%	$ 28,881	$ 1,481	$ 30,362	$ 1,618	$ 3,095	$ 25,649
Celina	1.56%	$ 18,204	$ 933	$ 19,137	$ 1,020	$ 1,951	$ 16,167
Fairview	2.72%	$ 31,857	$ 1,634	$ 33,490	$ 1,784	$ 3,414	$ 28,292
Farmersville	1.00%	$ 11,728	$ 601	$ 12,329	$ 657	$ 1,257	$ 10,415
Frisco	32.03%	$ 374,756	$ 19,216	$ 393,973	$ 20,992	$ 40,161	$ 332,820
McKinney	37.97%	$ 444,246	$ 22,779	$ 467,026	$ 24,884	$ 47,608	$ 394,534
Melissa	1.38%	$ 16,103	$ 826	$ 16,929	$ 902	$ 1,726	$ 14,301
Princeton	1.91%	$ 22,405	$ 1,149	$ 23,554	$ 1,255	$ 2,401	$ 19,898
Prosper	2.80%	$ 32,732	$ 1,678	$ 34,410	$ 1,833	$ 3,508	$ 29,069
Collin County	16.17%	$ 189,216	$ 9,702	$ 198,918	$ 10,599	$ 20,277	$ 168,042
TOTAL	**100.00%**	**$ 1,170,129**	**$ 60,000**	**$ 1,230,129**	**$ 65,544**	**$ 125,397**	**$ 1,039,189**

FY22 Billing Breakout	
Total Billed:	$ 1,194,249
Smaller Entities:	$ 24,120
TOTAL for Original:	**$ 1,170,129**

Adjust for FY20 Budget vs. Actual	
FY20 Billed:	$ 1,161,232
FY20 Actual:	$ 1,035,835
Total +/- back	**$ 125,397**

In FY 2020 only $5,836.94 was spent of the $60,000 Capital Contribution. The unused funds totaling $54,163.06 are reflected in the FY20 adjustments.

Smaller Entities / Added Later

	% of Charges	FY22 Budgeted M&O and Per.	FY22 Capital Contribution**	FY22 Total Cost before Adjust.	Less FY20 Fees Collected	Less Adjustments for FY20 Budget vs. Actual	FY22 Total Billed
Lavon				$ 3,100			**$ 3,100**
Lucas				$ 14,970			**$ 14,970**
Nevada				$ 1,550			**$ 1,550**
Weston				$ 2,500			**$ 2,500**
Van Alstyne				$ 2,000			**$ 2,000**
TOTAL				**$ 24,120**			**$ 24,120**

Grand Total: $ 1,063,309

Grand Total is the total billed amount for the larger and smaller entities combined.

Attachment: Animal Shelter FY 2022 AS Billing_UPDATED (Animal Control and Shelter)

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 13, 2021
Re:	312 W. Walnut Mural

Action Requested:
Consider and act upon a request for a façade mural at 312 W. Walnut Street. (McAfee)

Background Information:
This owner-funded mural is proposed for the western façade of the building located at 312 W. Walnut Street. Please refer to the attachments for more information.

Supporting Documents:
- Location Map
- Proposed Mural

Staff Recommendation:
Staff recommends approval.

Attachment: Location Map (312 W. Walnut Mural)

CELINA TEXAS est. 1876
Life Connected.

Location Map
Mural Project

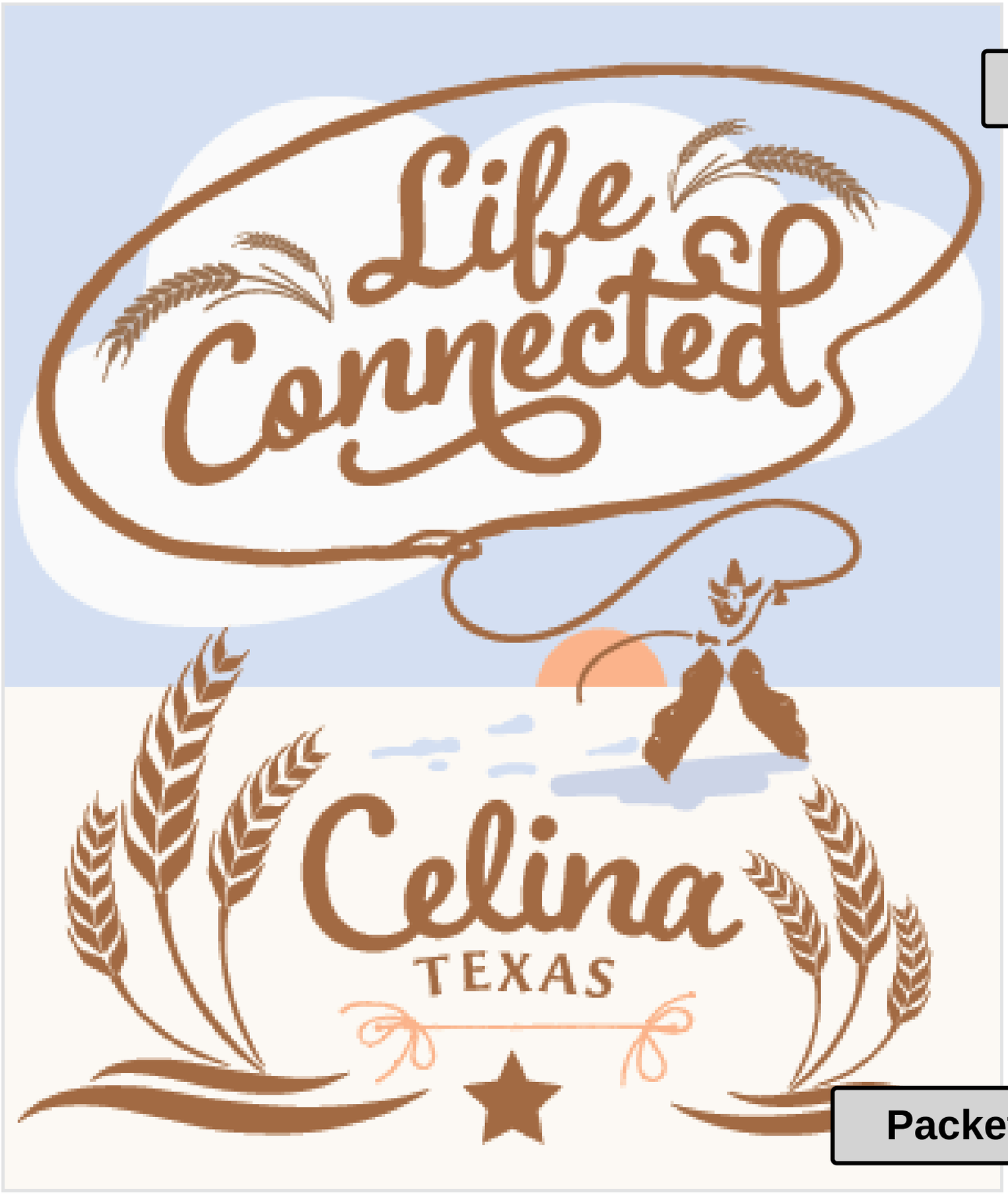
Date: 6/30/2021

Legend

- Roads
- SubjectProperty
- Parcels

N
W E
S

0 Feet



Attachment: Proposed Mural (312 W.

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 13, 2021
Re:	Dynavest 380 Economic Development Agreements

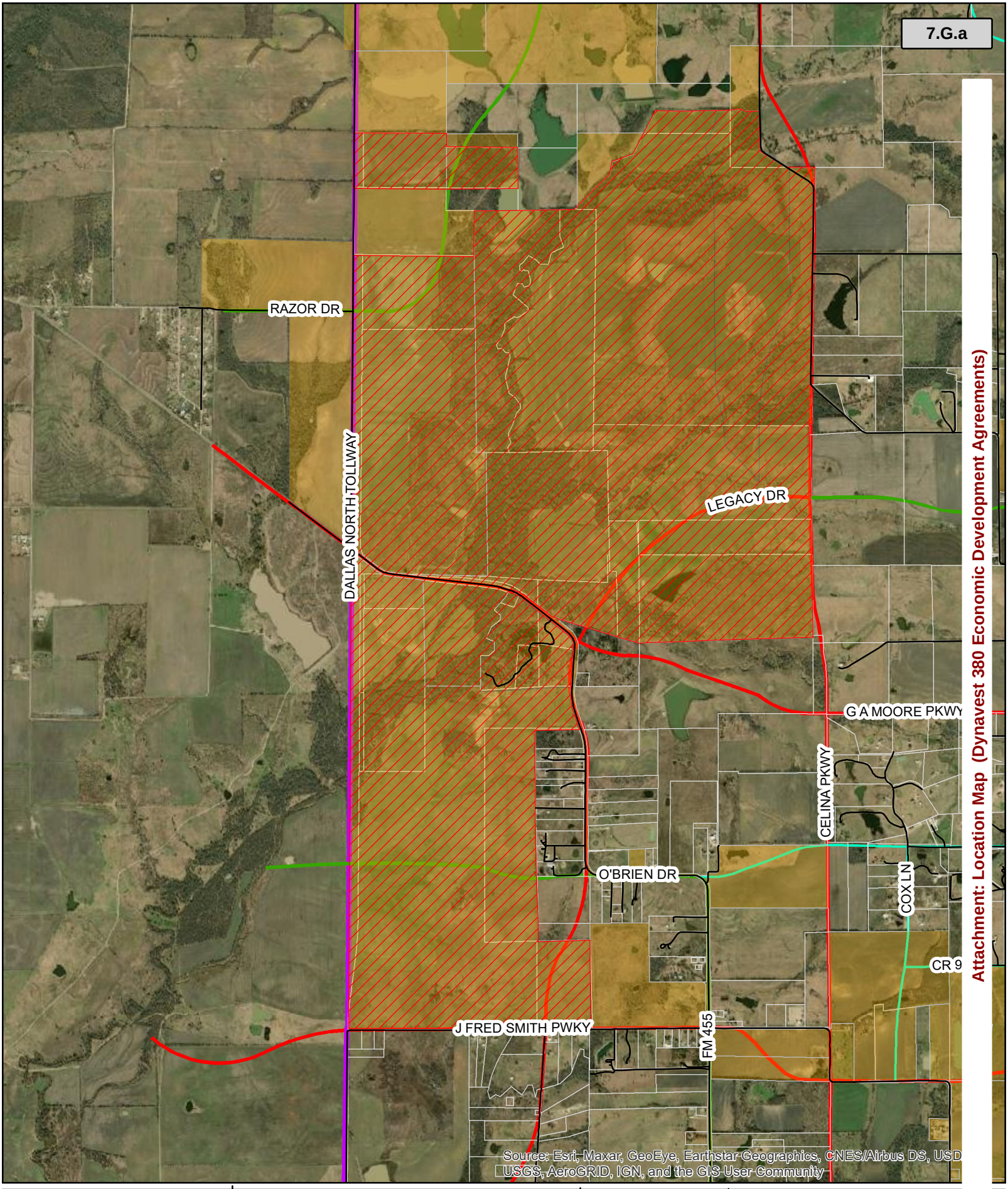
Action Requested:
Consider and act upon a request for Economic Development Agreements for Dynavest; generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road within the City Limits. (Dynavest 380 Economic Development Agreements) (Mohan)

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

Background Information:
This item includes two agreements (related to park fees and capital recovery fees) for the Dynavest development, which will provide a grant to the developer. Please refer to the attached agreements for further information.

Supporting Documents:
- Location Map
- Draft Agreements (Capital Recovery Fees & Park Fees)

Staff Recommendation:
Staff recommends approval.



Attachment: Location Map (Dynavest 380 Economic Development Agreements)

CELINA TEXAS est. 1876
Life Connected.

Dynavest Location Map

Date: 4/13/2021

Legend

- Roads
- Dynavest
- City Limits
- Parcels

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CAPITAL RECOVERY FEES ECONOMIC DEVELOPMENT AGREEMENT

THIS **CAPITAL RECOVERY FEES ECONOMIC DEVELOPMENT AGREEMENT** (the "Agreement") by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality located in Collin and Denton Counties, Texas (the "City"), **NORTH CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 3**, a special district created and operating under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution and Chapter 3986, Texas Special District Local Laws Code (the "District Act"), to be known as NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1 (the "District"), and **MM CELINA 3200, LLC**, a Texas limited liability company (the "Developer"), to be effective on the Effective Date (hereinafter defined).

RECITALS

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

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

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

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

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

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

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

WHEREAS, pursuant to Section 3.1 of the Development Agreement, the Parties agreed for the City to provide a grant to the Developer for collected Capital Recovery Fees (hereinafter defined); and

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

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

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

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

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

WHEREAS, the Parties intend for this Agreement to be held in escrow upon the City Council's approval of this Agreement, and this Agreement shall become effective upon the Developer closing on the Property (the "Effective Date"); and

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

1. **Definitions**.

"Affiliate" means any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

"Agreement" means this Capital Recovery Fees Economic Development Agreement.

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

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

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

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"South Tract" means the portion of the Property south of G.A. Moore Parkway.

2. **Term**. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until the first to occur of (a) the issuance of a building permit for all single-family residential lots in the South Tract (approximately 2,011 lots) and the Developer or its

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

assigns is reimbursed from the Segregated Capital Recovery Fees Account, or (b) the amount of the Capital Recovery Fees Grant (hereinafter defined) reaches $20,000,000.00 and is reimbursed or provided to the Developer or its assignee from the Segregated Capital Recovery Fees Account.

3. **Developer's Obligations**.

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

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

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

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

(c) Assuming there is no default under this Agreement or the Development Agreement, monies shall be reimbursed or provided to the Developer or its assigns from the Segregated Capital Recovery Fees Account on a quarterly basis, being no later than the end of the next succeeding quarter, in an amount not to exceed twenty million dollars ($20,000,000.00).

5. **Indemnification**.

DEVELOPER IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT IS ACTING INDEPENDENTLY, AND THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE DYNAVEST DEVELOPMENT. DEVELOPER AGREES TO INDEMNIFY, DEFEND, AND HOLD

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

HARMLESS THE CITY, THE DISTRICT, THEIR OFFICERS, AGENTS, AND EMPLOYEES IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS' FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF, LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT, EXCLUDING ANY ERRORS OR OMISSIONS, OR GROSSLY NEGLIGENT ACT OR OMISSION OF THE CITY, THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES.

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

(a) **Events of Default**. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written Notice of the alleged failure has been given). In addition, if a Cure Time Notice (as defined below) has been provided within thirty (30) days of the Notice, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within thirty (30) business days after receipt of a Notice of failure to provide payment. If a Party who has received Notice under this Section cannot cure an alleged failure to perform within thirty (30) days after receipt of written Notice, such Party shall give written Notice to the other Party within such thirty (30) day period: (a) stating that the Party cannot cure the alleged failure within thirty (30) days after receipt of written Notice and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within thirty (30) days after the initial written Notice of the alleged failure has been given. The City's failure to fulfill an obligation or intention of the City contained in this Agreement that creates a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions shall not be considered an event of default.

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

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

7. **General Provisions**.

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

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

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

(d) **Assignment**. This Agreement may be assigned by the Developer without the express written consent of, but upon written Notice to, the City and the District in accordance with this Agreement. The Developer may collaterally assign the receivables under this Agreement to an assignee as collateral for any loan, and Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City and the District. If bonds or other obligations have been issued by the District using contract revenues provided under this Agreement, Developer may not assign this Agreement or collaterally assign the receivables under this Agreement without the written consent of the District. The provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

(e) **Assignment for District Bond Issuance**. The District has been made a Party to this Agreement for the sole purpose of issuing contract revenue bonds secured by the Capital Recovery Fees and the Capital Recovery Fees Grant. This Agreement is a contract to which the District is a party and such assigned revenues are provided as contract revenues to secure the payment of debt service for bonds issued by the District pursuant to the District Act. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the Developer may assign the revenues from the Capital Recovery Fees Grant to the District for the sole purpose of allowing the District to proceed with the issuance of contract revenue bonds secured by the Capital Recovery Fees and the Capital Recovery Fees Grant pursuant to a Notice of MMD Bond Issuance and Assignment of Capital Recovery Fees attached hereto as **Exhibit A**, and the City agrees and consents to any such assignment. In no other event shall the District be entitled to any portion of the Capital Recovery Fees or the Capital Recovery Fees Grant. The City will remit the quarterly Capital Recovery Fees Grant payments to Developer until, or unless, the City receives a written notice of assignment with detailed payment instructions for an assignee to receive said quarterly payments, and City shall not be required to send quarterly payments to more than two entities or persons.

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

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

To the City:	City of Celina, Texas Attn: City Manager 142 N. Ohio Celina, Texas 75009
With a Copy to:	Julie Fort Messer, Fort, & McDonald, PLLC 6371 Preston Rd. Suite 200 Frisco, Texas 75034
To the Developer:	Mehrdad Moayedi MM CELINA 3200, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, TX 75234
With a Copy to:	J. Prabha Cinclair Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, TX 75234
To the District:	Ross Martin Winstead PC 2728 N. Harwood Street, Suite 500 Dallas, Texas 75201 Email: rmartin@winstead.com

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

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

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

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

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

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

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

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

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

(o) **Non Waiver**. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by written agreement, signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

(q) **No Third-Party Beneficiaries.** The provisions of this Section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

(r) **Force Majeure**. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then obligations affected by the Force Majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties that includes a detailed explanation of the Force Majeure, a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time, and the length of time needed to resume full performance. Any other Party may object in writing to the length of time claimed to be needed to resume performance by the Party suffering the event of Force Majeure if it provides a commercially reasonable explanation regarding how full performance could reasonably be resumed at an earlier date, in which case full performance shall resume at the earlier date.

(s) **Effective Upon Purchase**. This Agreement shall be held in escrow after the City Council's approval of this Agreement and shall become effective and released from escrow only upon the Developer closing on the Property. The Parties agree that should the Developer fail to acquire title to the Property on or before September 30, 2021, this Agreement shall be void ab initio.

8. **Anti-Boycott Verification**. 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.

9. **Iran, Sudan and Foreign Terrorist Organizations.** The Developer 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,

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

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.

Signature pages follow

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

CITY OF CELINA

By: _____
Chad Anderson, Mayor Pro Tem

ATTEST:

_____
Vicki Faulkner, City Secretary

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

DEVELOPER

MM CELINA 3200, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayedi
Its: Manager

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

NORTH CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 3

By:_____
Name: John Peavy
Its: President

ATTEST:

By:_____
Paul Schlosberg, Secretary

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

Exhibit A
Notice of MMD Bond Issuance and Assignment of Capital Recovery Fees

VIA EMAIL AND FEDERAL EXPRESS

Attn: Jason Laumer
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201
Email: jlaumer@celina-tx.gov

Re: Assignment of Capital Recovery Fees under the Capital Recovery Fees Economic Development Agreement

Dear Mr. Laumer:

Pursuant to Section 7 of the Capital Recovery Fees Economic Development Agreement (the "Capital Recovery Fees Agreement"), we are writing to provide notice that we, MM Celina 3200, LLC (the "Assignor"), have assigned to North Celina Municipal Management District No. 3, a special district created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, to be known as North Parkway Municipal Management District No. 1 (the "Assignee") all of its right, title and interest in the Assignor's Capital Recovery Fees Grant (as defined in the attached Assignment Agreement), including, without limitation, their right to request and receive the "Capital Recovery Fees" (as defined in the attached Assignment Agreement) made by the City; and, all other rights, title, and interest of Assignor in, to and under the Capital Recovery Fees Agreement, including its rights to request disbursement of the Capital Recovery Fees from the Segregated Capital Recovery Fees Account and to directly enforce rights to the Capital Recovery Fees, excluding all amounts previously paid to the Assignor pursuant to the Capital Recovery Fees Agreement. Assignor is assigning the Capital Recovery Fees Agreement to Assignee, a party to the Capital Recovery Fees Agreement, for the sole purpose of allowing Assignee to proceed with the issuance of contract revenue bonds pursuant to the terms of Chapter 3986 of the Texas Special District Local Laws Code and secured by the Capital Recovery Fees and the Capital Recovery Fees Grant.

All future disbursements made by the City under the Capital Recovery Fees Agreement related to the Capital Recovery Fees collected in the Segregated Capital Recovery Fees Account shall be made directly to Assignee at the following address:

North Parkway Municipal Management District No. 1
c/o Winstead PC
2728 N. Harwood Street. Suite 500
Dallas, Texas 75201

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

An executed copy of the Assignment Agreement is enclosed.

Sincerely,

MM CELINA 3200, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayedi
Its: Manager

RECEIVED AND ACKNOWLEDGED:

CITY OF CELINA, TEXAS,
a Texas home-rule municipality

By:_____
Name: Jason Laumer
Title: City Manager

Attachment: Capital Recovery Fees Agreement (Dynavest 380 Economic Development Agreements)

PARK FEES ECONOMIC DEVELOPMENT AGREEMENT

THIS **PARK FEES ECONOMIC DEVELOPMENT AGREEMENT** (the "Agreement") by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality located in Collin and Denton Counties, Texas (the "City") and **MM CELINA 3200, LLC**, a Texas limited liability company (the "Developer"), to be effective on the Effective Date (hereinafter defined).

RECITALS

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

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

WHEREAS, the City, North Celina Municipal Management District No. 3, a special district created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, to be known as North Parkway Municipal Management District No. 1, and the Developer, as successor in interest to the Original Owner, entered into that certain First Amendment to Development, Settlement and Annexation Agreement (the "First Amendment" and together with the Original Development Agreement, the "Development Agreement") for the design, development, and construction of a mixed-use residential and commercial development (the "Dynavest Development") containing approximately 3,187.804 acres of land, as described by metes and bounds and depicted on Exhibit A to the Development Agreement (the "Property") within the City; and

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

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

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

WHEREAS, pursuant to Section 3.1 of the Development Agreement, the Parties agreed for the City to provide a grant to the Developer for collected Park Fees (hereinafter defined); and

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

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

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

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

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

WHEREAS, the Parties intend for this Agreement to be held in escrow upon the City Council's approval of this Agreement, and this Agreement shall become effective upon the Developer closing on the Property (the "Effective Date"); and

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

1. **Definitions**.

"Affiliate" means any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

"Agreement" means this Park Fees Economic Development Agreement.

"Certificate for Payment" means a certificate, substantially in the form of Exhibit A hereto or otherwise agreed to by the Developer and the City, executed by the Developer and approved by the City Representative, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, to request payment from the Segregated Park Fees Account, for reimbursement of actual verified costs pursuant to this Agreement.

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

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

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

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

"City Inspector" means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect the Park Improvements (hereinafter defined).

"City Manager" means the City Manager of the City, or its designee.

"City Representative" means that official or agent of the City authorized by the City Council to undertake the action referenced herein. As of the date hereof, the City Manager, and/or its designees are the authorized City Representatives.

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

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

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

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

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

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

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

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

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

"Park Fees" has the meaning set forth in the Development Agreement.

"Park Fees Grant" means the grant of Parks Fees to the Developer as set forth in Section 4 and payable only from the Segregated Park Fees Account.

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

"PID" means any public improvement district or districts contemplated by the Development Agreement to be created by the City for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code.

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

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

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

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

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

"TIRZ" means a tax increment reinvestment zone encompassing the Property, or any portion of the Property.

2. **Term**. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until the amount of the Parks Fees Grant (hereinafter defined) reaches $5,250,000.00 and is reimbursed to the Developer from the Segregated Park Fees Account.

3. **Developer's Obligations**.

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

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

(a) Pursuant to the Development Agreement, the Parties agreed upon a fixed payment for Park Fees, which includes recreation and open space, in lieu of a dedication of land, to be collected upon the issuance of a single-family residential lot's building permit in the amount of $1,500.00 per lot.

(b) Fifty percent (50%) of each collected Park Fees from the Property shall be placed into the Segregated Park Fees Account, which monies shall be used to reimburse the Developer or its assigns from the Segregated Park Fees Account for the actual verified costs incurred by or caused to be incurred by the Developer, and not funded by MMD revenue, PID revenue or the TIRZ Fund, for two (2) of the following items in a linear park, other than a neighborhood trail, chosen at the discretion of the Developer: (i) fitness station; (ii) dog park; (iii) play area; (iv) frisbee golf; or (v) other items permitted in the City's Master Parks & Trails Plan, as it may be subsequently amended, and may also include any improvement or amenity to parks or open spaces and any improvement or amenity along the neighborhood trails, including but not limited to benches, trash cans, play equipment, dog parks, restrooms, landscaping, and irrigation (collectively, the "Park Improvements").

(c) Assuming there is no default under this Agreement or the Development Agreement, the City shall reimburse the Developer solely from the Segregated Park Fees Account within thirty (30) days of Developer providing proof of costs incurred satisfactory to the City, and if the actual costs exceed the then current balance of the Segregated Park Fees Account, the City shall make quarterly payments, being no later than the end of the next succeeding quarter, to Developer for the approved and verified costs solely from the Segregated Park Fees Account until the reimbursement is paid or until the Segregated Park Fees Account balance is reduced to zero; provided, however, that if the balance is reduced

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

to zero on a quarterly basis additional payments will still be made up to a maximum amount of reimbursement of five million two hundred fifty thousand dollars ($5,250,000.00).

5. **Certificate for Payment Process**.

(a) No payment hereunder shall be made from the Segregated Park Fees Account to the Developer for work on a Park Improvement until a Certificate for Payment is received from the Developer for work with respect to a Park Improvement (or its completed segment or phase thereof). Upon receipt of a Certificate for Payment substantially in the form of Exhibit A attached hereto (and all accompanying documentation) from the Developer, the City Inspector shall conduct a review in order to confirm that such request is complete, that the work with respect to such Park Improvement identified therein for which payment is requested was completed in accordance with the terms of this Agreement and the Development Agreement, and to verify and approve the actual cost of such work specified in such Certificate for Payment (collectively, the "Developer Compliance Requirements"), and shall promptly forward the request to the City Representative. The approval of the Certificate for Payment by the City Inspector shall constitute a representation by the City Inspector to the City that the Developer Compliance Requirements have been satisfied with respect to the Park Improvements identified therein; provided, however, that the approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under this Agreement, the Development Agreement, or any other agreement between the parties or that there is a defect in a Park Improvement. The City Inspector shall also conduct such review as is required in his discretion to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City Inspector in conducting each such review and to provide the City Inspector with such additional information and documentation as is reasonably necessary for the City Inspector to conclude each such review.

(b) Within ten (10) business days of receipt of any Certificate for Payment, the City Inspector shall either (i) approve and execute the Certificate for Payment and forward the same to the City Representative for approval and payment to the Developer, or (ii) in the event the City Inspector disapproves the Certificate for Payment, give written notification to the Developer of the City Inspector's disapproval, in whole or in part, of such Certificate for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certificate for Payment. If a Certificate for Payment seeking reimbursement is approved only in part, the City Inspector shall specify the extent to which the Certificate for Payment is approved and shall deliver such partially approved Certificate for Payment to the City Representative for approval and payment to the Developer, and any such partial work shall be processed for payment notwithstanding such partial denial.

(c) If the City Inspector fails to act with respect to a Certificate for Payment within the time period therein provided, the Developer shall submit the Certificate for Payment directly to the City Representative for approval. Within five (5) business days of receipt of any Certificate for Payment, the City Representative shall approve or deny the Certificate for Payment and provide payment to the Developer, or pursuant to the Developer's directions, of an approved Certificate for Payment.

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

(d) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Certificate for Payment, the City shall deliver a detailed notice to the Developer within ten (10) business days of receipt thereof, then payment with respect to disputed portion(s) of the Certificate for Payment shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certificate 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 portion of the Certificate for Payment in dispute shall not be paid until the dispute is resolved by the City and the Developer.

6. **Indemnification**.

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

7. **Events of Default; Remedies.**

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

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

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

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

8. **General Provisions**.

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

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

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

(d) **Assignment**. This Agreement may be assigned by the Developer without the express written consent of, but upon written Notice to, the City in accordance with this Agreement. The Developer may collaterally assign the receivables under this Agreement to an assignee as collateral for any loan, and Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City. The provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Notwithstanding anything to the contrary in this Agreement, the Developer may assign the revenues from the Park Fees Grant to the MMD, and the City agrees and consents to any such assignment.

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

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

To the City:	City of Celina, Texas Attn: City Manager 142 N. Ohio Celina, Texas 75009
With a Copy to:	Julie Fort Messer, Fort, & McDonald, PLLC 6371 Preston Rd. Suite 200 Frisco, Texas 75034
To the Developer:	Mehrdad Moayedi MM CELINA 3200, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, TX 75234
With a Copy to:	J. Prabha Cinclair Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, TX 75234

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

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

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

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

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

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

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

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

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

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

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

(p) **No Third-Party Beneficiaries.** The provisions of this Section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

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

(r) **Effective Upon Purchase**. This Agreement shall be held in escrow after the City Council's approval of this Agreement and shall become effective and released from escrow only upon the Developer closing on the Property. The Parties agree that should the Developer fail to acquire title to the Property on or before September 30, 2021, this Agreement shall be void ab initio.

9. **Anti-Boycott Verification**. 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.

10. **Iran, Sudan and Foreign Terrorist Organizations.** The Developer 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.

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

Signature pages follow

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

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

CITY OF CELINA

By: _____
Chad Anderson, Mayor Pro Tem

ATTEST:

_____
Vicki Faulkner, City Secretary

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

DEVELOPER

MM CELINA 3200, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayedi
Its: Manager

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

CERTIFICATE FOR PAYMENT FORM

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Park Fees Economic Development Agreement between the Developer and the City (the "Park Fees Agreement").

The undersigned is an agent for MM Celina 3200, LLC, a Texas limited liability company (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from the Segregated Park Fees Account from the City of Celina, Texas (the "City"), in the amount of _____ ($_____) for labor, materials, fees, and/or other general costs related to park improvements (the "Park Improvements").

In connection with 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 Certificate for Payment Form on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. The itemized payment requested for the below referenced Park Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Park Improvements below is a true and accurate representation of the actual costs of the Park Improvements and such costs are in compliance with the Park Fees Agreement.

4. The Developer is in compliance with the terms and provisions of the Park Fees Agreement and the Development Agreement.

5. All conditions set forth in the Park Fees Agreement for the payment hereby requested have been satisfied.

6. The work with respect to Park Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Park Improvements (or its completed segment).

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.

Payments requested are as follows:

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

Payee / Description of Park Improvements	Total Cost of Park Improvements	Budgeted Cost of Park Improvements	Amount requested to be paid from the Segregated Park Fees Account	Total amount disbursed from the Segregated Park Fees Account upon payment of sums under this Payment Certificate

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **"bills paid" affidavits and supporting documentation** in the standard form for City construction projects.

Pursuant to the Park Fees Agreement, after receiving this payment request, the City has inspected the Park Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

DEVELOPER:

MM CELINA 3200, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayedi
Its: Manager

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below from the Segregated Park Fees Account to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Park Fees Agreement, the Development Agreement, or any other agreement between the parties or that there is a defect in the Park Improvements.

Amount of Payment Certificate Request	Amount to be Paid from Segregated Park Fees Account
$_____	$_____

CITY OF CELINA, TEXAS

By:_____
Name: _____
Title: _____

Date: _____

Attachment: Park Fees Agreement (Dynavest 380 Economic Development Agreements)

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 13, 2021
Re:	Valley Vines Rescinding Resolution

Action Requested:
Consider and act upon a resolution of the City Council of the City of Celina to rescind an incentive agreement between the City of Celina, Celina Economic Development Corporation, and Valley Vines Distribution, LLC, which has been replaced by a new agreement between the same. (Valley Vines Rescinding Resolution) (Mohan)

Background Information:
The City, EDC, and Valley Vines Distribution, LLC entered into an agreement in February 2021 for economic development grants for interior and exterior improvements for Valley Vines. A new agreement was created in June 2021 with additional terms and detail. Therefore, this resolution is to rescind the original agreement so that it will no longer be of any force or effect.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TO RESCIND AN INCENTIVE AGREEMENT BETWEEN THE CITY OF CELINA, CELINA ECONOMIC DEVELOPMENT CORPORATION, AND VALLEY VINES DISTRIBUTION, LLC, WHICH HAS BEEN REPLACED BY A NEW AGREEMENT BETWEEN SAME.

WHEREAS, the City of Celina, Texas is a home-rule municipality ("City"); and

WHEREAS, the Celina Economic Development Corporation ("CEDC") is an economic development corporation operating pursuant to the Development Corporation Act, Title 12, Subtitle C1, of the Texas Local Government Code, as amended (the "Act"); and

WHEREAS, the City approved and the City, the CEDC, and Valley Vines Distribution, LLC (collectively, the "Parties") entered into an incentive agreement on February 9, 2021, attached hereto as **Exhibit "A"** (the "Original Agreement"), providing for economic development grants from the City and CEDC for interior and exterior improvements on a facility at the property legally described as Celina Original Donation, Blk 5, Lots 11 and 12 (the "Property"); and

WHEREAS, the Parties entered into a new agreement on June 21, 2021 which has substantially the same terms as the Original Agreement, but includes further terms and detail, and better recites the agreement between the Parties (the "New Agreement"); and

WHEREAS, the Parties intend to rescind the Original Agreement such that it will no longer be of any force or effect.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, THAT:

SECTION 1. The Original Agreement, attached hereto as **Exhibit "A"** between the City, CEDC, and Valley Vines Distribution, LLC is hereby rescinded such that it shall no longer be of any force or effect, due to the New Agreement being approved on June 21, 2021.

SECTION 2. This Resolution shall be effective from and after its passage as provided by law.

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA this 13th day of July, 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant
City Secretary

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

EXHIBIT A
ORIGINAL AGREEMENT

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380 — VALLEY VINES DISTRIBUTION, LLC.

This Economic Development Incentive Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City"), Celina Economic Development Corporation (the "CEDC"), and Valley Vines Distribution, LLC (the "Tenant") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, Nora Jill Rodarmer is the owner (the "Owner") of the real property described in **Exhibit A** (the "Property") which consists of an approximately 0.1664± acre tract of land in Celina, Collin County, Texas, generally located at 222 W. Walnut Street, Celina, Texas; and

WHEREAS, the Tenant intends to lease from Owner and remodel an existing 3,550 square foot structure on the Property, to include a wine tasting bar with patio, lawn area, and façade improvements, more fully described in the submittals filed by Tenant with the City and in the concept plans attached as **Exhibit B**, in order to obtain one or more building permits (hereinafter defined as the "Facility"); and

WHEREAS, the Tenant has advised the City and the CEDC that a contributing factor that would induce the Tenant to construct the Facility would be an agreement with the City and the CEDC to participate in the costs of construction of improvements to the Facility consisting of improvements to the patio and lawn areas of the Property (the "Facility Improvements") through economic development grants and incentives as set forth herein; and

WHEREAS, the Facility Improvements shall consist of two phases, Phase II being for patio improvements on the Property, and Phase III being for lawn improvements on the Property, each depicted in **Exhibit B**; and

WHEREAS, the City's contribution to the Facility Improvements will be made in two equal payments for each phase of the Facility Improvements; and

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

WHEREAS, the City intends to contribute an amount not to exceed twenty-five thousand and no/100 dollars ($25,000.00) toward the cost of the Facility Improvements; and

WHEREAS, the CEDC intends to contribute an amount not to exceed thirty thousand and no/100 dollars ($30,000.00) toward the cost of the Facility Improvements; and

WHEREAS, as consideration for City entering into this Agreement, Tenant agrees to a mural being installed and maintained by the City on the east side of the Facility, and consents to

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

the City and Owner entering into a license agreement for the mural to be on the Facility (the "Mural License");

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

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Tenant in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

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

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505, Section 501.103 of the Texas Local Government Code (the "Act" or "Development Corporation Act") authorizes the CEDC to fund expenditures of site improvements and related improvements for projects; and

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

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

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

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

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

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

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

"Expenditure Information" shall have the meaning ascribed in in Section 3.2(c).

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

"Facility Improvements" shall have the meaning ascribed in the Recitals above and shall consist of Phase II and Phase III improvements.

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

"Grants" shall collectively mean (i) the CEDC Grant; and (ii) the City Grant for a total of fifty-five thousand and no/100 dollars ($55,000.00).

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

"Mural License" shall have the meaning ascribed in the Recitals above.

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

"Payment Request" means a complete written request from the Tenant to the City and CEDC, respectively, for payment of the Grants, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the City and CEDC, reflecting the final, actual costs incurred and paid by the Tenant for the design and construction of the Facility Improvements.

"Phase II" shall have the meaning ascribed in Sec. 3.2(a) and consist of improvements to the patio area of the Property, as depicted in **Exhibit B**.

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

Article I
Definitions

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

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

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

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

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

"CEDC Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed thirty thousand and no/100 dollars ($30,000.00), to be paid as set forth herein.

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

"City Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed twenty-five thousand and no/100 dollars ($25,000.00), to be paid as set forth herein.

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

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

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

"Phase III" shall have the meaning ascribed in Sec. 3.2(a) and consist of improvements to the lawn area of the Property, as depicted in **Exhibit B**.

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

"Related Agreement" shall mean any agreement (other than this Agreement) by and between the City and/or the CEDC and the Tenant and/or Owner, including but not limited to the Mural License.

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

Article II
Term

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

Article III
Projects

3.1 (a) Facility Construction Timeframe. The Tenant shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Tenant shall, subject to events of Force Majeure, cause Commencement of Construction of Phase II and Phase III of the Facility Improvements to occur not later than three years from the effective date of this agreement.

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

(c) Building Permit Fees. Assuming Tenant timely applies for a building permit for the each phase of the Facility Improvements that conform to the requirements of paragraph 3.1(b) above, the City will waive the building permit fees normally charged by the City.

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

3.2 Facility Improvements Project.

(a) City Cost Participation. The City agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the City Grant. The City Grant shall consist of two equal payments of $12,500 for each phase of the Facility Improvements, as depicted in the Concept Plan. The Phase II payment of $12,500 shall be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City and/or CEDC's receipt of the Payment Request for Phase II improvements; and (ii) issuance of a certificate of occupancy from the City for the Phase II improvements. The Phase III payment of $12,500 shall be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City and/or CEDC's receipt of the Payment Request for Phase III improvements; and (ii) issuance of a certificate of occupancy from the City for the Phase III improvements.

(b) CEDC Cost Participation. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the CEDC Grant. The initial payment of $15,000 of the CEDC Grant shall be paid not later than thirty (30) days after the date the last of the following events occurs: (i) CEDC's receipt of a Payment Request; and (ii) issuance of a certificate of occupancy from the City for either phase of the Facility Improvements. The second and final payment of $15,000 of the CEDC Grant shall be paid one year after the date of the initial payment, if there is an ongoing business operating in the Facility, and if the Tenant satisfies the conditions in Article IV.

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

Article IV
Conditions to Grant Payments

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

(a) Payment Request. Tenant shall have timely provided the City and the CEDC with

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

a Payment Request, including Expenditure Information. The City and CEDC are entitled to verify the Expenditure Information before the Grant is paid.

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

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

(d) Certificate of Occupancy. Tenant shall have timely received a certificate of occupancy for each phase of the Facility Improvements.

(e) Expenditure Information. Tenant timely submits Expenditure Information for each phase to the City and the CEDC and both entities verify that Tenant incurred costs of at least $100,000 total on the Facility Improvements.

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

(g) Mural License. Owner enters into the Mural License with City for a term of 90 years.

Article V
Termination

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

(a) by mutual written agreement of all of the Parties;
(b) by the City and/or the CEDC, if the Tenant defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(c) by the City or the CEDC, if any Impositions owed to the City or the State of Texas by the Tenant shall have become delinquent (provided, however, the Tenant retains the right to timely and properly protest and contest any such Impositions);
(d) by the City or the CEDC if the Tenant suffers an event of Bankruptcy or Insolvency;
(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
(f) by the City or CEDC immediately if the Tenant files any false documentation relating to the Expenditure Information for either phase submitted to verify the amount of any Payment Request;

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

(g) by the City or CEDC, if any applicable building permits required for the Facility or the Facility Improvements and issued by the City are revoked or expire, and Tenant fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC and such default is not cured by Tenant within thirty (30) days after written notice thereof; or

(h) by the City or CEDC immediately upon the filing by Tenant of any lawsuit against the City or CEDC.

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

Article VI
Miscellaneous

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

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

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

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

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

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

If intended for City, to:

Attn: City Manager
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009

If intended for CEDC, to:

Attn: Executive Director
Celina Economic Development Corporation
104 N. Colorado Street
Celina, Texas 75009

If intended for Tenant, to:

Valley Vines Distribution, LLC
Attn: Melody Samuelson
222 W. Walnut St. #100
Celina, Texas 75009

With Copy for the owner, to:

Nora Jill Rodarmer
P.O. Box 670
Tioga, Texas 76271

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

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

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

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

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

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

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

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

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

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

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

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Tenant agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Tenant shall repay the CEDC grant and the City Grant herein and any other funds received by the Tenant from the City and/or the CEDC as of the date of such violation within 120 days after the date the Tenant is notified by the City and/or the CEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Tenant is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Tenant or by a person or entity with whom the Tenant contracts.

EXECUTED on the 9th day of February 2021.

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

VALLEY VINES DISTRIBUTION, LLC

By: _____
Melody Samuelson, Manager

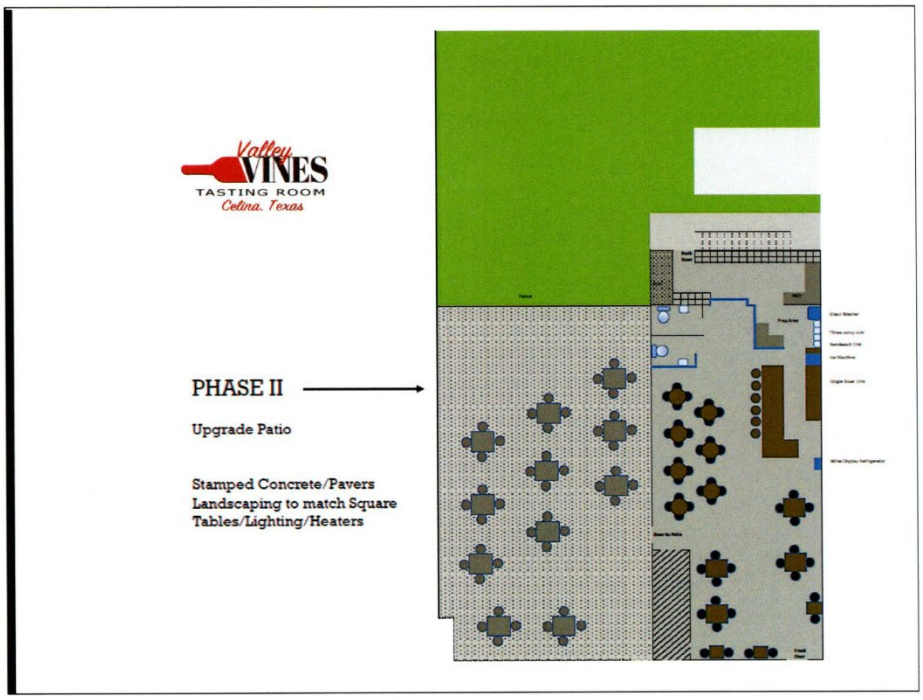
Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

EXHIBIT "A"
Property Description

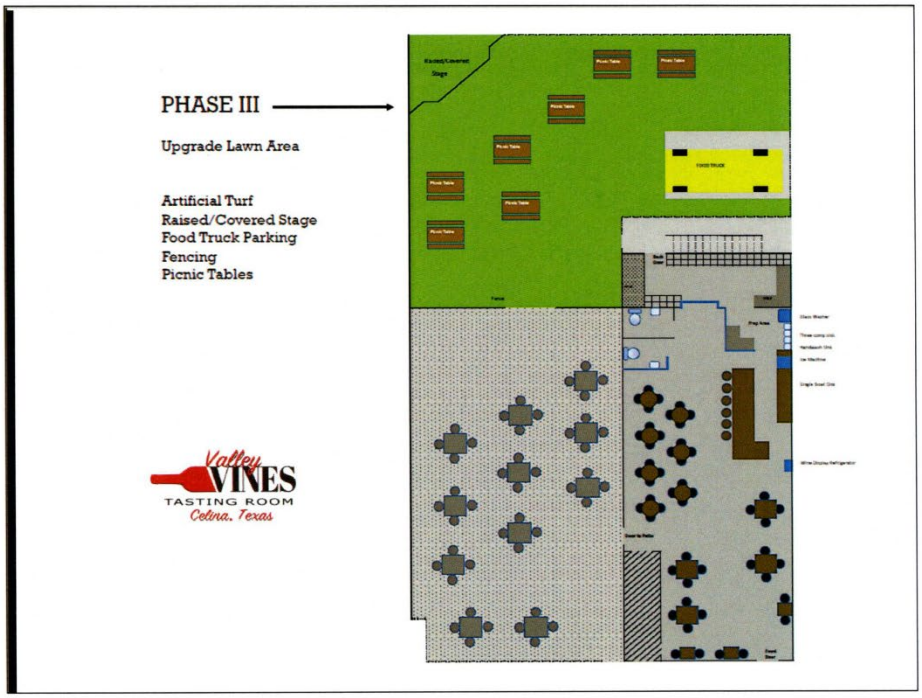
Celina Original Donation, Blk 5, Lots 11 and 12

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

EXHIBIT "B"
CONCEPT PLAN



Attachment: Draft Resolution (Valley Vines Rescinding Resolution)



Page **14** of **14**

Attachment: Draft Resolution (Valley Vines Rescinding Resolution)

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 13, 2021
Re: 206 N Louisiana Dr Drainage Improvements

Action Requested:
Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Pecan Street, LLC for economic incentive funding of up to $50,000 under Chapter 380 of the Texas Local Government Code for Louisiana Street Drainage Improvements (Brawner)

Background Information:
The property located at 206 N Louisiana is in the heart of downtown. The City of Celina and the Celina EDC are working with the property owner, Pecan Station, LLC to redevelop this property. The property has a history of flooding on the NE corner of the building due to the elevated surface of the existing asphalt roadway N Louisiana Drive (B 289).

The City of Celina has discussed and TxDOT has approved the installation of an underground drainage system that will drain property to the east.

Board Review/Citizen Input:
N/A

Alternatives:
Council could direct staff to not fund agreement which may delay redevelopment.

Financial Considerations:
Cost of grant is within existing available funding.

Legal Review:
City legal council has reviewed and approved the agreement.

Supporting Documents:

Agreement

Staff Recommendation:
Authorize execution of the Agreement.

Option 1 Schematic Profile
FM 289/N.
Louisiana
Drive Paving
TxDOT R.O.W.
TxDOT R.O.W.
TERMINATION POINT
8" PVC STORM LINE
OPTION 2
N Louisiana Dr
AREA INLET
HEADWALL
OPTION 1
8" PVC STORM LINE
N
0 10 20 40 60
GRAPHIC SCALE IN FEET

Pacheco Koch

CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST

Client Name: Jim Scano **PK No.: 4806-20.606**
Project Title: Offsite Storm Sewer **Date: 4/28/2021**

Bid No.	Bid Item Description	Units	Estimated Quantity	Unit Cost	Total Cost
DRAINAGE					
D1	GENERAL SITE PREPARATION	LS	1	$ 2,500.00	$ 2,500.00
D2	BOND AND INSURANCE (5%)	LS	1	$ 1,400.00	$ 1,400.00
D3	12" RCP CLASS IV B.O.T.O.C.	LF	50	$ 175.00	$ 8,750.00
D4	2'x2' AREA GRATE INLET	EA	1	$ 5,000.00	$ 5,000.00
D5	12" CH-FW-O HEADWALL	EA	1	$ 3,500.00	$ 3,500.00
D6	TEMP EROSION, SEDIMENT CONTROL, AND SWPPP	LS	1	$ 3,000.00	$ 3,000.00
D7	SEEDING	SY	200	$ 2.50	$ 500.00
D8	EXISTING PAVEMENT REMOVE AND REPLACEMENT (ALLEY)	SY	55	$ 95.00	$ 5,225.00
				DRAINAGE SUBTOTAL	**$ 29,875.00**
				20% CONTINGENCY	**$ 6,000.00**
				DRAINAGE TOTAL	**$ 35,875.00**
				ENGINEERING/SURVEY	**$ 8,000.00**
				TOTAL OPINION OF CONSTRUCTION COSTS	**$ 43,875.00**

Assumptions:

1. 12" RCP with no encasement
2. OPCC based on conceptual layout

Attachment: 2021-4-28_Scano Storm OPCC R2 (Pecan Street Drainage Agreement)

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380— PECAN STATION, LLC

This Economic Development Incentive Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City") and Pecan Station, LLC (the "Developer") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in **Exhibit "A"**, which consists of an approximately 0.1665-acre tract of land, Celina Original Donation, Block 7, Lots 17A, 17B, 18A, and 18B, in Celina, Collin County, Texas, generally located at 203 and 206 N. Louisiana St., Celina, Texas (the "Property").

WHEREAS, the Developer intends to construct drainage improvements on the Property (hereinafter defined as the "Drainage Improvements"), as depicted in **Exhibit "B"**; and

WHEREAS, the Developer has advised the City that a contributing factor that would induce the Developer to construct the Drainage Improvements would be an agreement with the City to participate in the costs of construction of the Drainage Improvements through an economic development grant and incentives as set forth herein; and

WHEREAS, the City intends to reimburse an amount not to exceed Fifty Thousand and no/100 Dollars ($50,000.00) toward the cost of the Drainage Improvements; and

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

WHEREAS, the City has adopted programs for promoting economic development and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Developer in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

Attachment: Pecan Station LLC Drainage Improvements Incentive Agreement vF (Pecan Street Drainage Agreement)

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

Article I
Definitions

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

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

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

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

"City Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Drainage Improvements not to exceed Fifty Thousand and no/100 Dollars ($50,000.00), to be paid as set forth herein.

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

"Completion of Construction" shall mean that (i) construction of the Drainage Improvements have been substantially completed, and (ii) the City has inspected and accepted the Drainage Improvements.

"Construction Cost Estimates" shall mean the Conceptual Opinion of Probable Construction Costs prepared by Pacheco Koch and depicted in **Exhibit "C"**.

"Drainage Plan" shall mean the renderings and design plan for the Drainage Improvements, attached hereto as **Exhibit "B".**

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

Attachment: Pecan Station LLC Drainage Improvements Incentive Agreement vF (Pecan Street Drainage Agreement)

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

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

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

"Drainage Improvements" shall have the meaning ascribed in the Recitals above, and are depicted in **Exhibit "B"**.

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

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

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

"Payment Request" means a complete written request from the Developer to the City, for payment of the City Grant, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the City, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Drainage Improvements.

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

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

"TxDOT" means the Texas Department of Transportation.

Article II
Term

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

Attachment: Pecan Station LLC Drainage Improvements Incentive Agreement vF (Pecan Street Drainage Agreement)

Article III
Projects

3.1 (a) Drainage Improvements Construction Timeframe. The Developer shall design and construct, or cause to be designed and constructed, the Drainage Improvements in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Drainage Improvements to occur not later than December 31, 2021, and subject to events of Force Majeure, cause Completion of Construction of the Drainage Improvements to occur not later than 12 months after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that approval of any engineering plans, consistent with the Drainage Plan attached as **Exhibit "B"**, for the Property by the City and Texas Department of Transportation is required prior to Commencement of Construction of the Drainage Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City and TxDOT approval of all engineering plans for the Drainage Improvements not later than ninety (90) days after the Effective Date. The Drainage Improvements shall be constructed and operated in accordance with such City-approved plans. Developer agrees that materials and finish-out used for the Drainage Improvements shall be substantially similar to the Drainage Plan. Developer agrees that construction shall be in conformance with the most recently adopted engineering design standards of the City and that permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that its costs for the Drainage Improvements shall be based on the Construction Cost Estimates depicted in **Exhibit "C**" and that City has relied on such estimates when entering this Agreement.

3.2 Drainage Improvements Project.

(a) Cost Participation. The City agrees to reimburse all or a portion of the final verified actual costs of the design and construction of the Drainage Improvements through the payment of the City Grant. The City Grant shall be paid to Developer not later than thirty (30) days after the City's receipt of a Payment Request for the Drainage Improvements. A Payment Request will not be accepted by the City until Completion of Construction has occurred. The City Grant shall **not** be more than Fifty Thousand and no/100 Dollars ($50,000.00).

(b) Drainage Improvements Cost Verification. Following Completion of Construction of the Drainage Improvements, but not later than thirty (30) days after Completion of Construction of the Drainage Improvements, Developer shall submit to the City the Payment Request accompanied by the receipts, records, and invoices for the payment of the costs to design and construction of the Drainage Improvements, and such other records as the City may reasonably request to verify the final actual costs of the Drainage Improvements (the "Expenditure Information"). The City shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to

Attachment: Pecan Station LLC Drainage Improvements Incentive Agreement vF (Pecan Street Drainage Agreement)

approve a Payment Request, City shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

Article IV
Conditions to Grant Payments

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

(a) Payment Request. Developer shall have timely provided the City with the Payment Request, which includes the Expenditure Information. The City is entitled to verify the Expenditure Information before the City Grant is paid. A Payment Request should not be submitted by Developer, or accepted by City, until Completion of Construction has occurred.

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

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

(d) Expenditure Information. Developer timely submits the Expenditure Information to the City and the City verifies the Expenditure Information.

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

Article V
Termination

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

(a) by mutual written agreement of all the Parties;
(b) by the City, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(c) by the City, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
(d) by the City if the Developer suffers an event of Bankruptcy or Insolvency;
(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

Attachment: Pecan Station LLC Drainage Improvements Incentive Agreement vF (Pecan Street Drainage Agreement)

(f) by the City immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;

(g) by the City, if any applicable permits required for the Drainage Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City and such default is not cured by Developer within thirty (30) days after written notice thereof; or

(h) by the City immediately upon the filing by Developer of any lawsuit against the City.

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

Article VI
Miscellaneous

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

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

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

Attachment: Pecan Station LLC Drainage Improvements Incentive Agreement vF (Pecan Street Drainage Agreement)

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

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

If intended for City, to:

Attn: City Manager
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009

If intended for Developer, to:

Pecan Station, LLC
Attn: James Scano, Developer
3026 Ivywood Place
Celina, TX 75009-1649

With Copy to:

_____
_____

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

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

Attachment: Pecan Station LLC Drainage Improvements Incentive Agreement vF (Pecan Street Drainage Agreement)

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

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

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

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

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

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

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

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

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the City grant herein and any other funds received by the Developer from the City as of the date of such violation within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Developer or by a person or entity with whom the Developer contracts.

Attachment: Pecan Station LLC Drainage Improvements Incentive Agreement vF (Pecan Street Drainage Agreement)

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

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

PECAN STATION, LLC

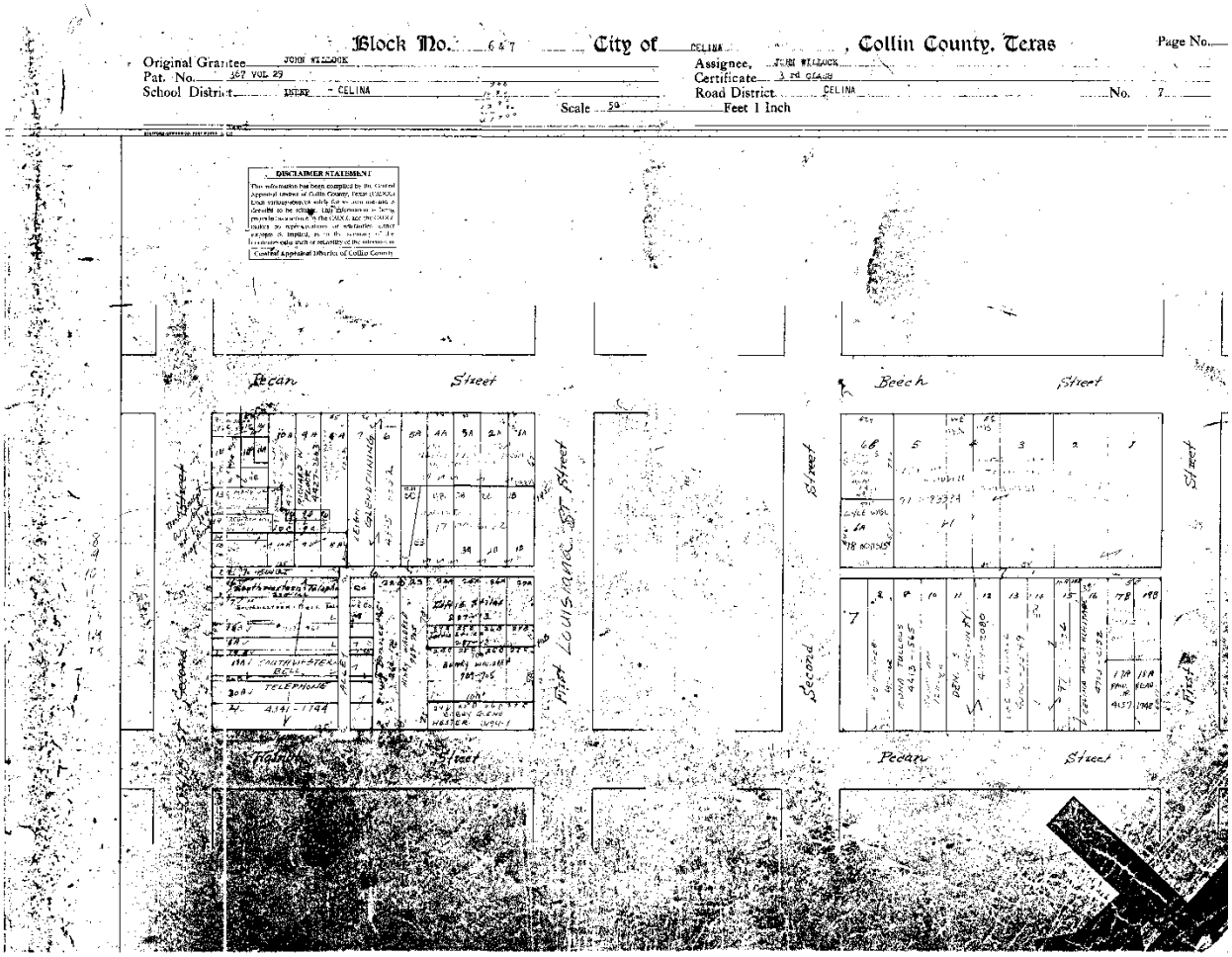
By:_____
James Scano, Developer

Attachment: Pecan Station LLC Drainage Improvements Incentive Agreement vF (Pecan Street Drainage Agreement)

EXHIBIT "A"
Property Description

Celina Original Donation, Block 7, Lot 17A & 18A

Celina Original Donation, Block 7, Lot 17B & 18B



Attachment: Pecan Station LLC Drainage Improvements Incentive Agreement vF (Pecan Street Drainage Agreement)

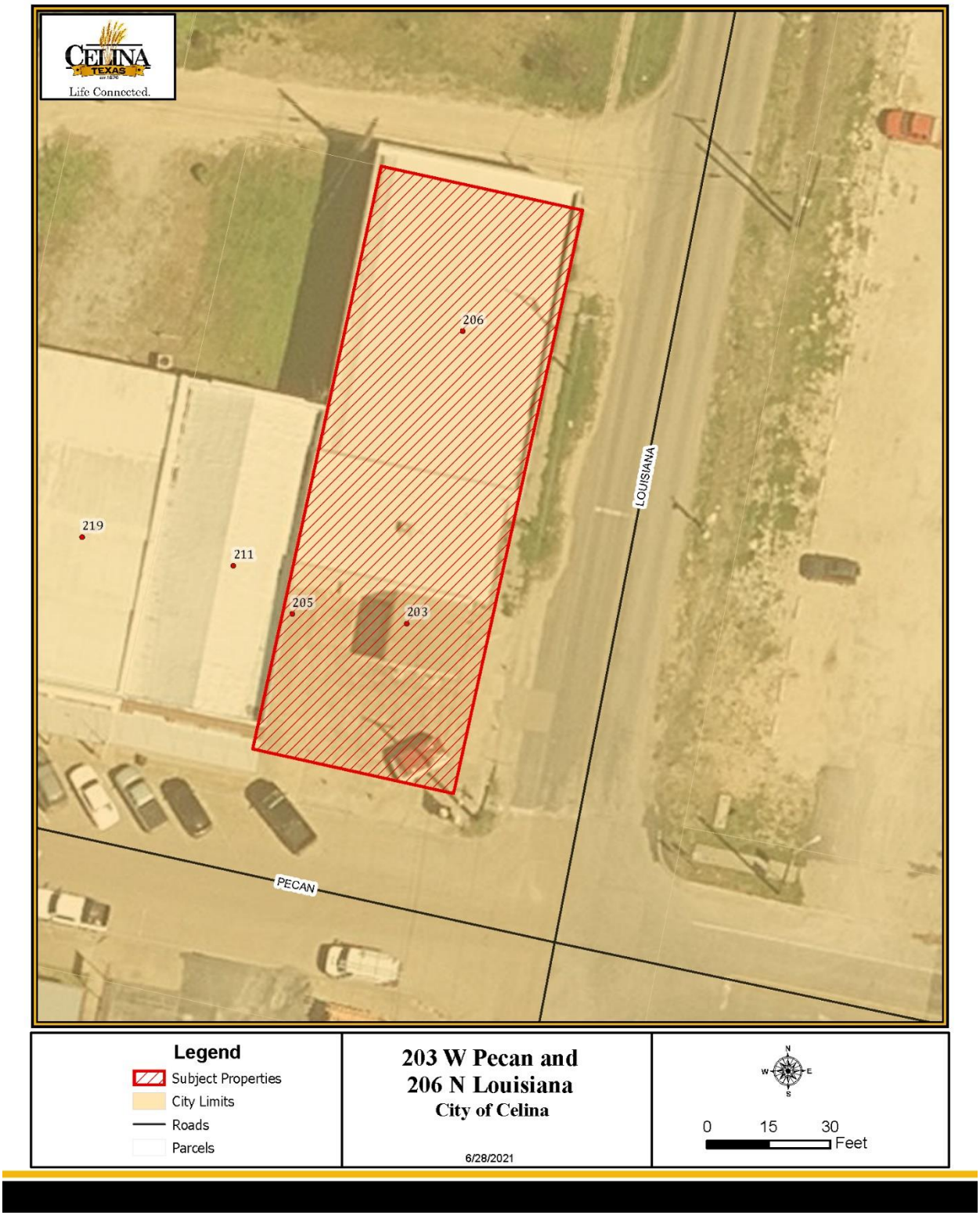

CELINA
TEXAS
Life Connected.
206
219
211
205
203
LOUISIANA
PECAN
Legend
Subject Properties
City Limits
Roads
Parcels
203 W Pecan and
206 N Louisiana
City of Celina
6/28/2021
N
W
E
S
0
15
30
Feet

EXHIBIT "B"
DRAINAGE IMPROVEMENTS

Attachment: Pecan Station LLC Drainage Improvements Incentive Agreement vF (Pecan Street Drainage Agreement)

EXHIBIT "C"
CONSTRUCTION COST ESTIMATES

Pacheco Koch

CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST

Client Name: Jim Scano
Project Title: Offsite Storm Sewer

PK No.: 4806-20.606
Date: 4/28/2021

Bid No.	Bid Item Description	Units	Estimated Quantity	Unit Cost	Total Cost
DRAINAGE					
D1	GENERAL SITE PREPARATION	LS	1	$ 2,500.00	$ 2,500.00
D2	BOND AND INSURANCE (5%)	LS	1	$ 1,400.00	$ 1,400.00
D3	12" RCP CLASS IV B.O.T.O.C.	LF	50	$ 175.00	$ 8,750.00
D4	2'x2' AREA GRATE INLET	EA	1	$ 5,000.00	$ 5,000.00
D5	12" CH-FW-O HEADWALL	EA	1	$ 3,500.00	$ 3,500.00
D6	TEMP EROSION, SEDIMENT CONTROL, AND SWPPP	LS	1	$ 3,000.00	$ 3,000.00
D7	SEEDING	SY	200	$ 2.50	$ 500.00
D8	EXISTING PAVEMENT REMOVE AND REPLACEMENT (ALLEY)	SY	55	$ 95.00	$ 5,225.00
				DRAINAGE SUBTOTAL	**$ 29,875.00**
				20% CONTINGENCY	**$ 6,000.00**
				DRAINAGE TOTAL	**$ 35,875.00**
				ENGINEERING/SURVEY	**$ 8,000.00**
				TOTAL OPINION OF CONSTRUCTION COSTS	**$ 43,875.00**

Assumptions:
1. 12" RCP with no encasement
2. OPCC based on conceptual layout

Attachment: Pecan Station LLC Drainage Improvements Incentive Agreement vF (Pecan Street Drainage Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	July 13, 2021
Re:	Mangiamo's - DIP Agreement

Action Requested:
Consider and act to authorize the execution of an agreement by and between the Celina Economic Development Corporation and Mangiamo Italian Market & Deli, LLC for economic incentive funding under the Development Corporation Act, Texas Local Government Code. (Mangiamo's – DIP Agreement) (Mohan)

Applicant:
Mangiamo Italian Market & Deli, LLC
PO Box 968 c/o 918 W Walnut St
Celina, TX 75009

Background:
The agreement is between the Celina EDC and the Developer for the remodeling of an existing 2,400 sq. ft. building at 203 W. Pecan Street for a Mangiamo Italian Market & Deli. Please refer to the attachment for additional information.

Supporting Documents:
- Draft Agreement

Staff Recommendation:
Staff recommends approval.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
MANGIAMO ITALIAN MARKET & DELI, LLC

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

W I T N E S S E T H:

WHEREAS, Pecan Street, LLC, is the owner (the "Owner") of the real property described in **Exhibit "A"**, which consists of an approximately 0.0775± acre tract of land, Celina, Collin County, Texas, generally located at 203 W. Pecan Street, Celina, Texas (the "Property"); and

WHEREAS, the Developer intends to lease from Owner and remodel an existing 2400-foot structure on the Property used by the Developer, to include an Italian market and deli, more fully described in the submittals filed by Developer with the CEDC and in the concept plans attached as **Exhibit "B"** in order to obtain one or more building permits (hereinafter defined as the "Facility"); and

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

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

WHEREAS, CEDC intends to contribute Twenty-Five Thousand and no/100 Dollars ($25,000.00) toward the cost of the Facility Improvements; and

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

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

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505, Section 501.103 of the Texas Local Government Code (the "Act" or "Development Corporation Act") authorizes the CEDC to fund expenditures of site improvements and related improvements for projects; and

Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

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

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

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

Article I
Definitions

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

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

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

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

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

"CEDC Grant" shall mean an economic development grant of Twenty-Five Thousand and no/100 Dollars ($25,000.00) to defray a portion of the final verified costs to design and construct the Facility Improvements, to be paid as set forth herein.

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

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

Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

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

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

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

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

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

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

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

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

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

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

"Job Compliance Affidavit" shall have the meaning ascribed in Section 3.3.

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

"Payment Request" means a complete written request from the Developer to the CEDC for payment of the CEDC Grant, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the CEDC, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements.

Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

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

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

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

Article II
Term

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

Article III
Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Facility Improvements to occur not later than December 31, 2021, and subject to events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than 12 months after the Commencement of Construction.

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

3.2 Facility Improvements Project.

(a) Cost Participation. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the CEDC Grant. The initial payment of $12,500 of the of the CEDC Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) CEDC's receipt of the Payment Request; and (ii) issuance of a certificate of occupancy from the City for the Facility. The

Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

second and final payment of $12,500 of the CEDC Grant shall be paid one year after the date of the initial payment, if there is an ongoing business operating in the Facility that is generating taxable sales that are within 25% of the projected Year 1 Annual Taxable Sales depicted in **Exhibit "C"**.

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

3.3 Job Creation. At the time of the issuance of a certificate of occupancy from the City for the Facility, Developer shall directly employ at least 4 full-time equivalent employees at the Facility and shall maintain such level of employment during the Term of this Agreement. With each Payment Request submitted by Developer to CEDC under this Agreement, Developer shall provide affidavits certifying the Developer's compliance with the foregoing employment requirement in the form attached hereto as **Exhibit "D"** (the "Job Compliance Affidavit"), and, upon request by the CEDC, Developer shall also provide the CEDC with any and all necessary documentation to verify its compliance with the job creation and retention obligations under this Agreement.

Article IV
Conditions to CEDC Grant Payment

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

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

(b) Job Creation. Developer shall be in compliance with the job creation requirement described by Section 3.3, and shall have submitted a Job Compliance Affidavit with the Payment Request.

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

(d) Construction. Commencement of Construction and Completion of Construction

Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

occur within the time required by this Agreement.

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

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

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

Article V
Termination

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

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

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the CEDC may, at its option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the CEDC or the City from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and

Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

regardless of whether or not the debt due to the CEDC or the City has been reduced to judgment by a court. If the CEDC exercises this right of offset, the CEDC shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the CEDC and/or the City, and (iii) what other debts were paid and in what amounts.

Article VI
Miscellaneous

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

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

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

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

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

Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

If intended for CEDC, to:

Attn: Executive Director
Celina Economic Development Corporation
104 N. Colorado Street
Celina, Texas 75009

If intended for Developer, to:

Mangiamo Italian Market & Deli, LLC
Attn: Robert Algiere
PO Box 968 c/o 918 W Walnut St
Celina, TX 75009

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

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

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

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

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

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

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

Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

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

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

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

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

EXECUTED on be effective the 13th day of July, 2021.

CELINA ECONOMIC DEVELOPMENT CORP.

By:_____
Kyle Rose, President

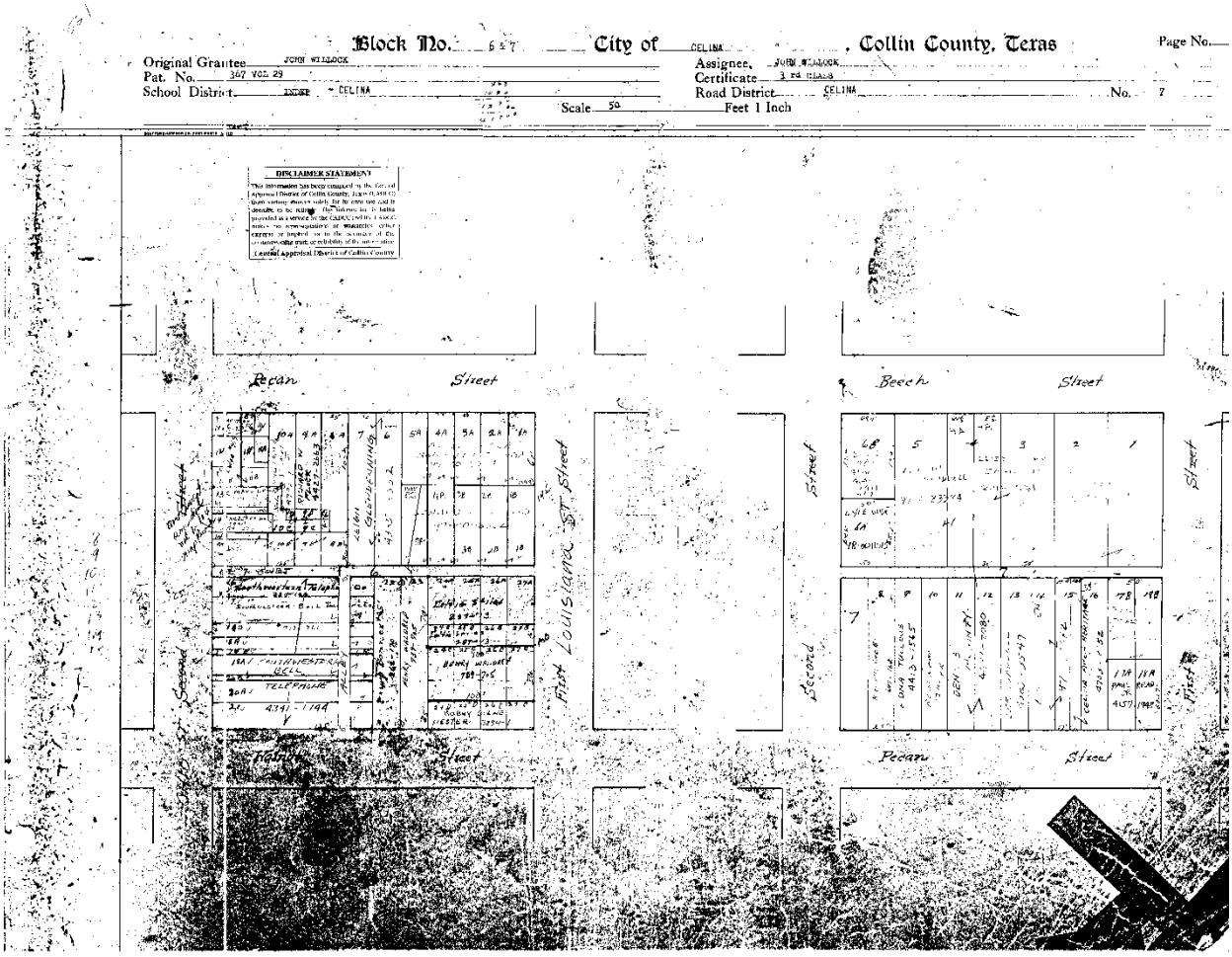
MANGIAMO ITALIAN MARKET & DELI, LLC

By:_____
Robert G. Algiere, Manager

Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

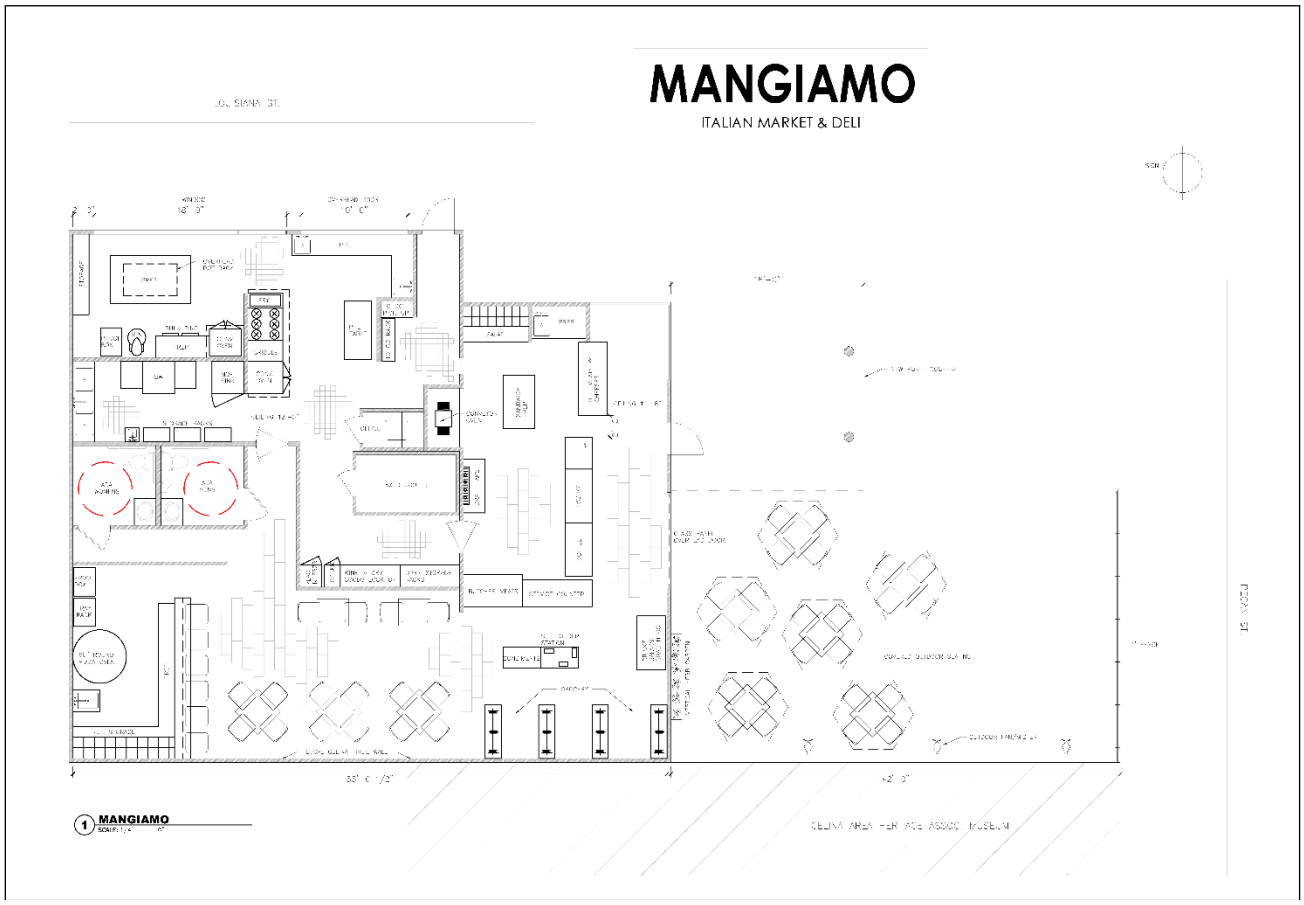
EXHIBIT "A"
Property Description

Celina Original Donation, Blk 7, Lot 17a 18a



Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

EXHIBIT "B"
CONCEPT PLAN



Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

Exhibit "C"
Annual Taxable Sales Projections

Celina Market Projections - 5 year Plan					
Name of Business	Mangiamo Italian Market & Deli				
5 Year Annual Taxable Sales					
	Year 1	Year 2	Year 3	Year 4	Year 5
Projection	$270,000	$293,000	$336,000	$377,000	$433,000
Year 1 Monthly					
Month	Projection				
M-1	$20,000				
M-2	$20,000				
M-3	$24,000				
M-4	$24,000				
M-5	$20,000				
M-6	$20,000				
M-7	$21,000				
M-8	$22,000				
M-9	$24,000				
M-10	$25,000				
M-11	$25,000				
M-12	$25,000				
Year 1	$270,000				
5 Year Employee Counts					
	Year 1	Year 2	Year 3	Year 4	Year 5
Projection					
Part Time	2	3	4	4	5
Full Time	2	2	3	3	3
Totals	4	5	7	7	8

Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

EXHIBIT "D"
Job Compliance Affidavit

STATE OF TEXAS §
§
COUNTY OF COLLIN §

On this day personally appeared _____, a person known to me, who being duly sworn stated as follows:

1. "My name is _____, I am over the age of 21, have never been convicted of a felony, and am fully competent to testify to the truth of the matters stated herein. Each and every statement contained herein is based upon my personal knowledge and is true and correct.

2. I am the _____ of Mangiamo Italian Market & Deli LLC, and am duly authorized to make this affidavit on behalf of Mangiamo Italian Market & Deli LLC.

3. Mangiamo Italian Market & Deli LLC directly employs at least ___ full-time equivalent jobs at 203 W. Pecan, Celina, Texas.

Further Affiant sayeth not.

_____
Printed Name: _____

Sworn and subscribed to before me this the _____ day of _____, 202_.

_____
Notary Public in and for the State of Texas

Attachment: Draft Agreement (Mangiamo's – DIP Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	July 13, 2021
Re:	Outer Loop Annexation Resolution

Action Requested:
Consider and act upon a resolution setting a date, time, and place for public hearings on the proposed annexation of approximately 152 acres tract of land, Collin County, Texas, and setting two public hearing dates for August 10, 2021 at 5:00 p.m. and September 14, 2021 at 5:00 p.m. This property is generally located west of Custer Road, east of Preston Road, north of Choate Parkway, and south of Glendenning Parkway. (Outer Loop Annexation Resolution) (Mohan)

Applicant:
City of Celina
142 N. Ohio
Celina, TX 75009

Background Information:
Below is the anticipated annexation schedule for the property:

July 13, 2021 - City Council acts on a resolution to set the public hearing dates.
August 10, 2021 - First Public Hearing to be held.
September 14, 2021 - Second Public Hearing to be held, and ordinance adoption.

Supporting Documents:

- Location Map
- Annexation Resolution

Staff Recommendation:
Staff recommends approval of the Resolution.

Outer Loop Annexation

151.8 Acres

Legend

- Roads
- Outer Loop
- Parcels

N
W E
S

0 430 860 1,720 Feet

Date: 7/2/2021

CELINA TEXAS
Life

Attachment: Location Map (Outer Loop Annexation Resolution)

CITY OF CELINA
RESOLUTION NO. 2021 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING A DATE, TIME, AND PLACE FOR PUBLIC HEARINGS ON A PROPOSED ANNEXATION OF CERTAIN PROPERTIES BY THE CITY AND AUTHORIZING AND DIRECTING CITY STAFF TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS AND AUTHORIZING CITY STAFF TO TAKE ALL NECESSARY ACTION TO FULFILL THE REQUIREMENTS OF THE MUNICIPAL ANNEXATION ACT.

WHEREAS, the City of Celina, Texas (the "City") is a Home Rule municipality located in Collin County, Texas, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, the City of Celina is provided the power to annex land under its Home Rule Charter and Section 43.003 of the Texas Local Government Code pursuant to the requirements and limitations set forth in state law; and

WHEREAS, the City of Celina has determined that it is in the best interest of the City and its citizens to consider the potential annexation of certain properties that are located within the City's extraterritorial jurisdiction; and

WHEREAS, the City of Celina desires to start the process that will enable the City, should it so desire, to annex the properties referenced in Exhibits "A" into the City of Celina, call two public hearings, and set a proposed annexation proceedings schedule.

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

I. That on Tuesday, the 10th day of August, 2021 at 5:00 p.m. and on Tuesday, the 14th day of September, 2021 at 5:00 p.m. in the Council Chamber located at 112 N. Colorado Street, Celina, Texas 75009, the City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described in the attached Exhibit "A." Services are to be provided to the property as outlined by the service plan in the attached Exhibit "B."

II. That City Staff is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in attached Exhibit "A" not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

Attachment: Annexation Resolution (Outer Loop Annexation Resolution)

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day July, 2021.

_____

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____

Vicki Tarrant, City Secretary
City of Celina, Texas

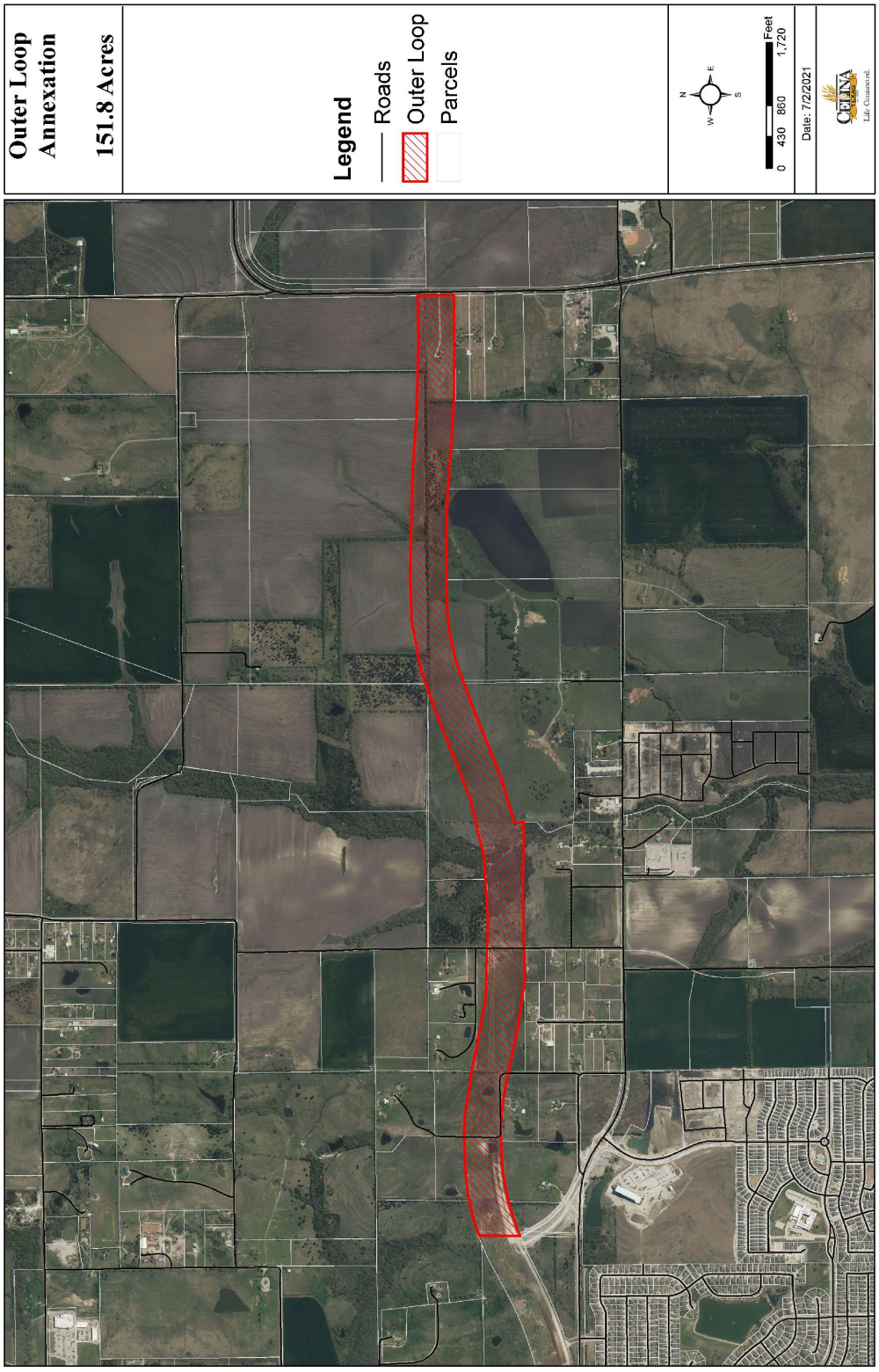
APPROVED AS TO FORM:

_____

City Attorney
City of Celina, Texas

Attachment: Annexation Resolution (Outer Loop Annexation Resolution)

Exhibit "A"
Property Exhibit



Attachment: Annexation Resolution (Outer Loop Annexation Resolution)

Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

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

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level

Attachment: Annexation Resolution (Outer Loop Annexation Resolution)

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.

Attachment: Annexation Resolution (Outer Loop Annexation Resolution)

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.

Attachment: Annexation Resolution (Outer Loop Annexation Resolution)

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

Attachment: Annexation Resolution (Outer Loop Annexation Resolution)

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.

Attachment: Annexation Resolution (Outer Loop Annexation Resolution)

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 13, 2021
Re:	Venya Gardens - 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 19 acres within the Extraterritorial Jurisdiction, generally located west of Preston Road and 1,490 feet north of J Fred Smith Parkway. (Venya Gardens – Annexation Service Agreement) (Mohan)

Applicant:
KFM Engineering & Design
3501 Olympus Blvd., Ste. 100
Dallas, TX 75019

Background Information:
The attached is the annexation service agreement related to the annexation, zoning, and development agreement for the 1600 N. Preston (Venya Gardens) items. Please refer to the attached documents and the accompanying development agreement agenda item for further information.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval.

Service Agreement for C-3 Annexed Property

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

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

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

A) SERVICE PLAN GENERALLY

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

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Attachment: Annexation Service Agreement (Venya Gardens – Annexation Service Agreement)

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

Attachment: Annexation Service Agreement (Venya Gardens – Annexation Service Agreement)

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

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

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

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

Attachment: Annexation Service Agreement (Venya Gardens – Annexation Service Agreement)

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

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

M) TERM

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

N) AMENDMENTS

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

Entered into this 13th day of July 2021.

CITY OF CELINA

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

OWNER: Fivestar Celina Ranch LLC

By: _____
Name: Kishore Kancharla
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (Venya Gardens – Annexation Service Agreement)

Exhibit A
Legal Description

Being all that certain lot, tract or parcel of land situated in the W.H. Herron Survey, Abstract No. 380, in Collin County, Texas and being the same land described in deed to DATRT, LLC, a Texas limited liability company, recorded in Instrument No. 20110216000175560, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner in the East line of a tract of land described in deed to Michael B. Merritt and wife, Margaret A. Merritt, recorded in Instrument No. 93-0101758 (D.R.C.C.T.), at the Northwest corner of a tract of land described in deed to John N. Clark and Donna G. Clark, recorded in Instrument No. 95-0069668 (D.R.C.C.T.) and at the Southwest corner of said DATRT tract;

THENCE North 00 degrees 19 minutes 14 seconds West, with the East line of said Merritt tract, a distance of 19.43 feet to a 1/2 inch iron rod found for corner;

THENCE continuing with the East line of said Merritt tract, North 00 degrees 35 minutes 14 seconds West, a distance of 195.22 feet to a 1/2 inch iron rod found for corner in the said East line of Merritt tract;

THENCE North 00 degrees 27 minutes 14 seconds West, a distance of 234.47 feet to a 1/2 inch iron rod found for corner;

THENCE North 01 degrees 05 minutes 14 seconds West, a distance of 72.41 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 23 minutes 41 seconds West, a distance of 418.48 feet to a 1/2 inch iron rod found for corner in the East line of a tract of land described in deed to Craig B. Singer and Carol G. Singer, recorded in Instrument No. 20160324000345650 (D.R.C.C.T.);

THENCE North 00 degrees 13 minutes 30 seconds East, a distance of 21.73 feet to a point for corner at an "ell" corner of said Singer tract;

Attachment: Annexation Service Agreement (Venya Gardens – Annexation Service Agreement)

THENCE along said Singer tract the following courses and distances;

South 85 degrees 43 minutes 56 seconds East, a distance of 265.02 feet to a fence post found for corner;

South 36 degrees 03 minutes 38 seconds East, a distance of 318.10 feet to a 1/2 inch iron rod found for corner;

South 68 degrees 55 minutes 38 seconds East, a distance of 735.25 feet to a 1/2 inch iron rod found for corner in the West line of North Preston Road, at the most Northerly Southeast corner of said Singer tract;

THENCE along the said West line of North Preston Road the following courses and distances:

South 03 degrees 29 minutes 44 seconds West, a distance of 45.18 feet to a wood monument found for corner;

South 06 degrees 43 minutes 52 seconds West, a distance of 299.88 feet to a point for corner, from which a fence post found bears South 04 degrees 50 minutes 57 seconds West, a distance of 1.98 feet for witness;

South 17 degrees 58 minutes 18 seconds West, a distance of 203.88 feet to a wood monument found;

South 06 degrees 26 minutes 15 seconds West, a distance of 121.56 feet to a point for corner, at the Northeast corner of said Clark tract, from which a fence post found bears North 63 degrees 53 minutes 04 seconds West, a distance of 4.94 feet for witness;

THENCE along said Clark tract the following courses and distances:

Attachment: Annexation Service Agreement (Venya Gardens – Annexation Service Agreement)

North 67 degrees 24 minutes 03 seconds West, a distance of 384.08 feet to a 1/2 inch iron rod found for corner;

North 35 degrees 30 minutes 26 seconds West, a distance of 130.47 feet to a fence post found for corner;

North 87 degrees 09 minutes 52 seconds West, a distance of 94.04 feet to a 1/2 inch iron rod found for corner;

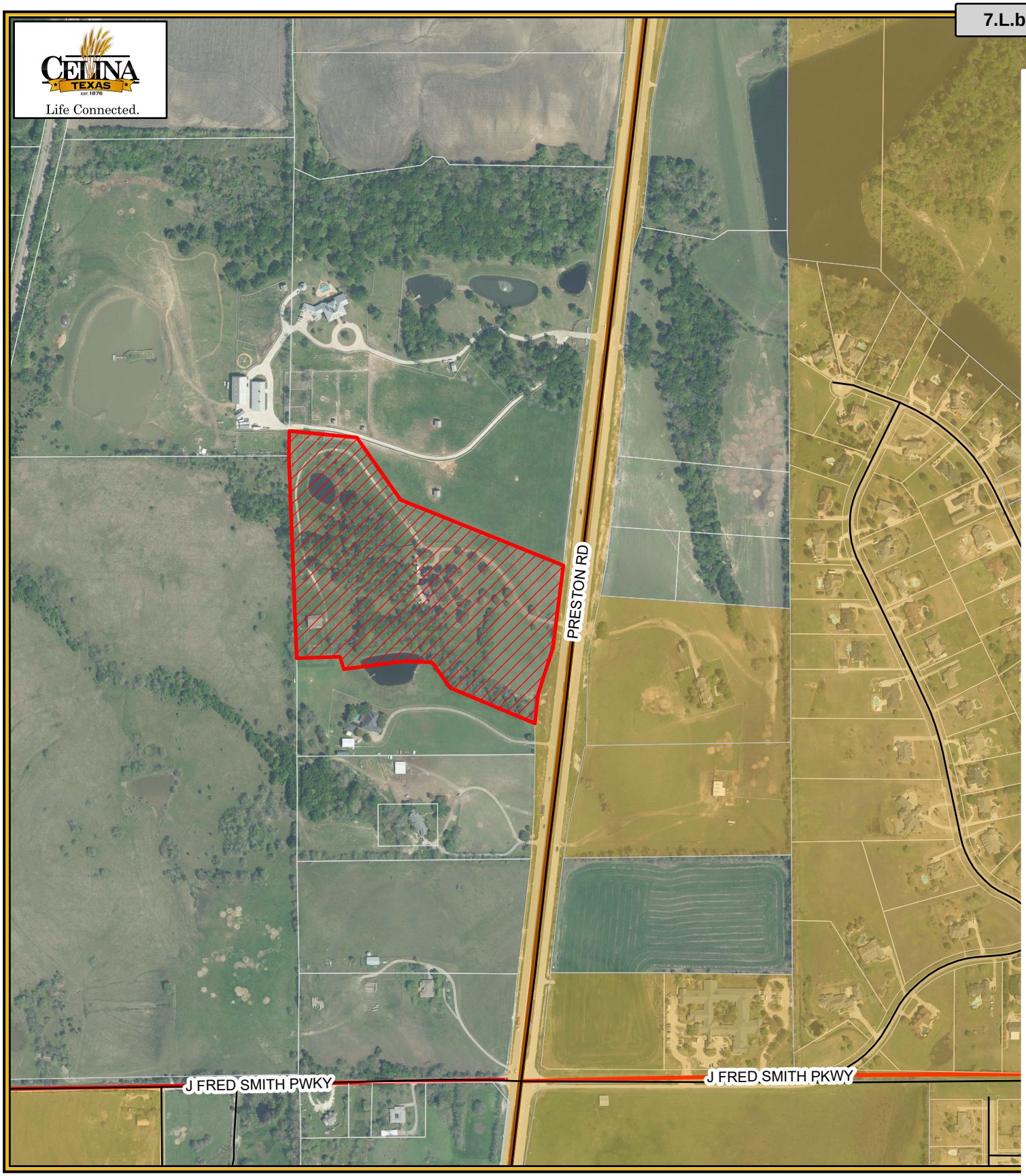
South 85 degrees 57 minutes 27 seconds West, a distance of 59.28 feet to a 1/2 inch iron rod found for corner;

South 82 degrees 50 minutes 14 seconds West, a distance of 227.91 feet to a fence post found for corner;

North 17 degrees 24 minutes 08 seconds West, a distance of 53.00 feet to a 1/2 inch iron rod found for corner;

South 88 degrees 12 minutes 26 seconds West, a distance of 169.60 feet to the PLACE OF BEGINNING and containing 803,200 square feet or 18.44 acres of land.

Attachment: Annexation Service Agreement (Venya Gardens – Annexation Service Agreement)



Attachment: Location Map (Venya Gardens – Annexation Service Agreement)

Legend

- Roads
- City Limits
- Parcels
- Subject Property

1600 N Preston
Location Map
City of Celina

5/26/2021

N W E S

0 435 870 Feet

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: July 13, 2021
Re: Tuscany Estates - PID Petition Withdrawal and Acceptance

Action Requested:
Consider and act upon a resolution accepting a petition to create, and setting a public hearing under sec. 372.009 of the Texas Local Government Code for the creation of the Tuscany Estates Public Improvement District within the corporate limits of the City of Celina, Texas, and withdrawing a prior petition for the Tuscany Estates Public Improvement District; and authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing. (Tuscany Estates - PID Petition Withdrawal and Acceptance) (Lopez)

Background Information:
Due to the added acreage, this resolution withdraws the PID creation acceptance resolution No. 2021-22R that was adopted in April, 2021 and will accept the creation of Tuscany Estates Public Improvement District, a proposed single-family development. Please refer to the attachments for additional information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommend approval of the resolution.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PETITION TO CREATE, AND SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF, THE TUSCANY ESTATES PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA, TEXAS, AND WITHDRAWING A PRIOR PETITION FOR THE TUSCANY ESTATES PUBLIC IMPROVEMENT DISTRICT; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING.

WHEREAS, the City of Celina, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its corporate limits and its extraterritorial jurisdiction ("ETJ"); and

WHEREAS, on *June 29, 2021*, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), submitted and filed with the City Secretary of Celina (the "City Secretary") a petition ("Petition"), attached as **Exhibit A**, requesting the establishment of a public improvement district for property within the corporate limits of the City; and

WHEREAS, the City Council of Celina, Texas (the "City Council") will hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in the City in accordance with the Petition; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on *August 10, 2021* on the creation of a public improvement district; and

Attachment: Draft Resolution (Tuscany Estates - PID Petition Withdrawal and Acceptance)

WHEREAS, the Petitioner has requested to withdraw its prior petition for the Tuscany Estates PID, which was accepted by the City on April 13th, 2021 by Resolution No. 2021-22R (the "April 13th Petition"), and which shall be replaced by the Petition accepted hereby; and

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: All of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2: City Staff reviewed the Petition and determined that the same complied with the requirements of the Act and the City Council accepts the Petition. The City Council also accepts the Petitioner's withdrawal of the April 13th Petition.

Section 3: That a public hearing is hereby called for *August 10, 2021, at 5:00 p.m. in the Celina City Council Chambers, 112 N. Colorado Street*, *Celina, Texas 75009*, for the purpose of hearing public testimony with respect to the creation of a public improvement district.

Section 4: At such time and place the City Council will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

Section 5: Attached hereto as **Exhibit A** is the Petition for the Creation of a Public Improvement District within the City for the Tuscany Estates Public Improvement District, which includes a legal description of the approximately 244.994 acres of property to be included in the proposed public improvement district.

Section 6: Attached here to as **Exhibit B** is a form of the Notice of Public Hearing (the "Notice") the form and substance of which is here by adopted and approved.

Section 7: The City Council hereby authorizes and directs the City Secretary, on or before July 24, 2021, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City on July 19, 2021; and, (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls.

Section 8: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 9: This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

Attachment: Draft Resolution (Tuscany Estates - PID Petition Withdrawal and Acceptance)

PASSED AND APPROVED ON THIS 13th DAY OF JULY, 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

Attachment: Draft Resolution (Tuscany Estates - PID Petition Withdrawal and Acceptance)

EXHIBIT A

Petition for the Creation of a Public Improvement District

PETITION FOR CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF CELINA, TEXAS

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF CELINA, TEXAS:

COMES NOW CCD – COIT LAND, LLC, a Texas limited liability company ("Petitioner"), the owner of certain taxable real property, and pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "Act"), hereby petitions the City of Celina, Texas ("City") to establish a public improvement district to include property owned by the Petitioner and located within the city limits of the City (the "District"). In support of same, Petitioner would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit A attached hereto and incorporated by reference herein.

II.

The general nature of the proposed public improvements (the "Improvements") include: (i) landscaping; (ii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (iv) the establishment or improvement of parks including but not limited to the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds walkways, lighting and any similar items located therein; (v) projects similar to those listed in (i)-(iii) including but not limited to (vi) special supplemental services for the improvement and promotion of the District; (vii) payment of expenses associated with operating and maintaining the improvements listed above; and (viii) payment of expenses incurred in the establishment, administration, and operation of the District.

III.

The estimated total cost of the proposed Improvements is $40,000,000.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Improvements (including interest).

Attachment: Draft Resolution (Tuscany Estates - PID Petition Withdrawal and Acceptance)

V.

The City will not be obligated to provide any funding to finance the Improvements, other than from assessments levied on the District and tax increment reinvestment zone revenue, if a tax increment reinvestment zone is created within all or part of the District. No City property in the District shall be assessed. The Petitioner may fund certain improvements from other funds available to the Petitioner.

VI.

The management of the District will be by the City, with the assistance of one or more consultants, who shall, from time to time, advise the City regarding certain operations of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition concur with the establishment of the District and have the corporate authority to execute and deliver the Petition.

VIII.

The Petitioner proposes the District be established and managed without the creation of an advisory board. However, if an advisory board is created, the Petitioner requests a representative of the Petitioner be appointed to the advisory board.

IX.

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who (a) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition will be filed with the City Secretary, City of Celina, Texas, in support of the creation of the District by the City Council of the City as herein provided.

SIGNATURE PAGE TO FOLLOW

Attachment: Draft Resolution (Tuscany Estates - PID Petition Withdrawal and Acceptance)

EXECUTED on this 29TH day of June, 2021.

PETITIONER

CCD – COIT LAND, LLC

By: _____

Name: Brian Cramer

Title: Co Manager

Attachment: Draft Resolution (Tuscany Estates - PID Petition Withdrawal and Acceptance)

EXHIBIT
"A"

Legal Description

BEING 244.944 acres in the Charles P. Rice Survey, Abstract Number 771, and the Levin Routh Survey, Abstract Number 779, Collin County, Texas, and being all of that certain called 62.700 acre tract of land described in the deed to Clifton Van McKnight and Bryan Jeffery McKnight, recorded in Instrument Number 20181116001414940, Official Public Records of Collin County, Texas, and being a part of that certain called 103.44 acre tract of land described as Fifth Tract in the deed to Albertie Malone, recorded in Volume 423, Page 402, Deed Records of Collin County, Texas, and being a part of that certain called 119.024 acre tract of land described in the deed to Celina Land Development LLC, recorded in Instrument Number 20190111000397300, Official Public Records of Collin County, Texas, and being a portion of that certain called 317.729 acre tract of land described in the deed to Belknap FP, LTD, recorded in Volume 4288, Page 162, Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4" Iron Rod Found at the northwest corner of said Fifth Tract of the called 103.44 acre tract, same being the northeast corner of a called 41.549 acre tract conveyed to Joseph A Miller, by instrument No. 20160506000552620 of the Official Public Records of Collin County, Texas, from which a 1/2" Iron Rod Found bears N89°56'42"W a distance of 458.95 feet;

THENCE with the north line of the Fifth Tract of the called 103.44 acre tract the following two (2) bearing and distances:

1. S89°48'38"E a distance of 517.04 feet to a 1/2" Iron Rod Found at the southeast corner of a called 1.95 acre tract conveyed to Cary T. Carroll by instrument of record in Document No. 20120831010002200 of the Official Public Records of Collin County, Texas;

2. S89°58'46"E a distance of 1151.28 feet to a 5/8" Iron Rod Set with plastic cap which reads "LANDPOINT" in County Road 90 and the west line of a called 517.454 acre tract conveyed to The Parks At Wilson Creek, L.P. by instrument of record Document No. 20130830001229380 of the Official Public Records of Collin County, Texas, for the northeast corner of the Fifth Tract of the called 103.44 acre tract, from which a Mag Nail Found bears North 89°16'35" East, a distance of 9.17 feet;

THENCE S00°19'11"E, along the centerline of County Road 90, same being the east line of the Fifth Tract of the called 103.44 acre tract, same being the west line of said 517.454 acre tract, a distance of 270.54 feet to an Iron Rod Set at a southeast corner of said 517.454 acre tract, same being the northwest corner of said 62.700 acre tract and being at the apparent intersection of the centerline of County Road 92 running east and west and the centerline County Road 90 running north and south;

Attachment: Draft Resolution (Tuscany Estates - PID Petition Withdrawal and Acceptance)

THENCE S89°54'49"E, in said County Road 92 with the North line of said 62.700 acre tract of land and a South line of said 517.454 acre tract of land, a distance of 1742.37 feet to a Mag Nail set for the Northeast corner of said 62.700 acre tract of land;

THENCE South 49°40'37" East, continuing in said County Road 92 and with the East line of said 62.700 acre tract of land, a distance of 131.83 feet to a Mag Nail set for corner;

THENCE South 21°16'13" East, continuing in said County Road 92 and the East line of said 62.700 acre tract, a distance of 308.25 feet to a Mag Nail set for corner in a West line of said 517.454 acre tract of land;

THENCE with the common line of said 62.700 acre tract and said 517.454 acre tract of land, the following Three (3) courses:

1. S06°18'48"E, a distance of 258.73 feet to a 5/8-inch capped iron rod stamped "Landpoint" set (hereinafter referred to as a capped iron rod set);

2. S89°12'47"E, a distance of 106.69 feet to a Mag Nail found in said County Road 92 for a salient corner of said 62.700 acre tract of land, common to a re-entrant corner of said 517.454 acre tract of land;

3. S07°36'21"W, a distance of 644.65 feet to a capped iron rod set for the Southeast corner of said 62.700 acre tract;

THENCE S69°28'40"W, with the South line of said 62.700 acre tract of land, a distance of 293.24 feet to a capped iron rod set for corner, from which a 1/2-inch iron rod found for reference bears North 00°03'23" East, a distance of 1.47 feet;

THENCE N89°55'09"W, continuing with the South line of said 62.700 acre tract of land, a distance of 86.35 feet a 1/2-inch iron rod found for the Northeast corner of said 119.024 acre tract of land;

THENCE S00°17'13"E, with the East line of said 119.024 acre tract of land, a distance of 722.50 feet to a 1/2-inch iron rod found for corner;

THENCE S88°21'21"E, continuing with the East line of said 119.024 acre tract of land, a distance of 82.77 feet to a point for a salient corner of said 119.024 acre tract of land, common to a salient corner of that certain called 539.914 acre tract of land described in the deed to The Parks at Wilson Creek, L.P., recorded in Instrument Number 20130830001229380, Official Public Records of Collin County, Texas, from which a 1/2-inch iron rod found for reference bears S88°21'21"E, a distance of 15.81 feet;

THENCE with the common line of said 119.024 acre tract of land and said 539.914 acre tract of land as described in boundary line agreement recorded in Instrument Number 20190111000037290, Official Public Records of Collin County, Texas, the following Three (3) courses:

Attachment: Draft Resolution (Tuscany Estates - PID Petition Withdrawal and Acceptance)

1. S00°30'04"W, a distance of 96.46 feet to a 1/2-inch iron rod found for corner;

2. S54°14'21"W, a distance of 296.98 feet to a 1/2-inch iron rod found for corner;

3. S00°38'08"E, a distance of 1,641.53 feet to a 5/8-inch iron rod with a cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) in the North line of that certain called 317.729 acre tract of land described in the deed to Belknap FP, LTD, recorded in Volume 4288, Page 162, Real Property Records of Collin County, Texas, for the Southeast corner of said 119.024 acre tract of land, common to the Southwest corner of said 539.914 acre tract of land;

THENCE N89°47'43"W, with the South line of said 119.024 acre tract of land and the North line of said 317.729 acre tract of land, as described in said boundary line agreement, a distance of 276.63 feet to a point being in or near the approximate centerline of Wilson Creek;

THENCE with the meanders of said creek, traversing through said 317.729 acre tract of land, the following Thirteen (13) courses and distances:

1. S06°02'26" W, a distance of 53.86 feet;
2. S19°07'11" W, a distance of 64.03 feet;
3. S33°39'52" W, a distance of 58.70 feet;
4. S48°50'02" W, a distance of 49.50 feet;
5. S61°18'45" W, a distance of 140.62 feet;
6. S21°47'28" W, a distance of 37.63 feet;
7. S41°58'57" W, a distance of 62.56 feet;
8. S05°20'22" W, a distance of 100.51 feet;
9. S17°57'34" E, a distance of 83.17 feet;
10. S26°30'46" E, a distance of 72.88 feet;
11. S06°00'09" W, a distance of 44.42 feet;
12. S40°01'05" W, a distance of 76.01 feet;
13. S13°39'27"E, a distance of 59.01 feet to a point in the North right-of-way line of Collin County Outer Loop (500 foot width right-of-way), as described in deed to Collin County, recorded in Instrument Number 20191003001242980, Official Public Records of Collin County, Texas, said point being the beginning of a curve to the right;

THENCE, with the North right-of-way line of said Collin County Loop, along said curve to the right an arc distance of 366.44 feet, having a radius of 4720.50 feet, a central angle of 04°26'52", and a chord which bears S82°50'06"W, a distance of 366.35 feet to a point, being in the West line of said 317.729 acre tract of land, same being the East line of that certain called 28.731 acre tract of land described in the deed to Celina Stone, LLC, recorded in Instrument No. 20160916001237420, Official Public Records of Collin County, Texas;

THENCE N00°44'19"W, with the West line of said 317.729 acre tract of land, same being the East line of said 28.713 acre tract of land, a distance of 796.73 feet to a point for the Northwest corner of said 317.729 acre tract of land and the Northeast corner of said 28.713 acre tract of land, and being in the South line of said 119.024 acre tract of land;

Attachment: Draft Resolution (Tuscany Estates - PID Petition Withdrawal and Acceptance)

THENCE N89°47'43"W, with the South line of said 119.024 acre tract of land and the North line of said 28.713 acre tract of land, a distance of 495.46 feet to a capped iron rod set for corner;

THENCE crossing said 119.024 acre tract, the following Four (4) courses:

1. North 00°49'50" West, a distance of 170.95 feet to a capped iron rod set for corner;
2. North 19°53'53" West, a distance of 572.39 feet to a capped iron rod set for corner;
3. North 00°21'18" West, a distance of 135.00 feet to a capped iron rod set for corner;
4. North 90°00'00" West, a distance of 268.68 feet mag nail set in County Road 87 in the westerly line of said 119.024 acre tract and in the easterly line of a called 28.006 acre tract of land described in the deed to Celina Progressive Associates LLC, recorded in Instrument No. 20191213001588210, said Official Public Records;

THENCE N01°18'07"W, in said County Road 87 with the West line of said 119.024 acre tract of land, the East line of said 25.000 acre tract of land, the East line of that certain called 28.006 acre tract of land described in the deed to Celina Progressive Associates LLC, recorded in Instrument No. 20191213001588210, Official Public Records of Collin County, Texas, and the East line of said 44.25 acre tract of land, passing at a distance of 629.33 feet a Mag Nail found for the Northeast corner of that certain called 44.25 acre tract of land in the deed to Celina Independent School District, recorded in Instrument Number 20190923311759l0, Official Public Records of Collin County, Texas, and continuing on said course with the East line of said 44.25 acre tract of land, a total distance of 2633.17 feet to a Mag Nail found at the apparent intersection of County Road 90 and County Road 87, for the Northwest corner of said 119.024 acre tract of land, common to the Northeast corner of said 44.25 acre tract of land;

THENCE S89°57'13"W, with the South line of said 103.44 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found for the Southwest corner of said 103.44 acre tract of land, same being the Southeast corner of said 41.549 acre tract of land;

THENCE N00°41'13"W, with the West line of said 103.44 acre tract of land and the East line of said 41.549 acre tract of land, a distance of 1646.29 feet to the POINT OF BEGINNING and enclosing 244.994 acres of land, more or less.

Attachment: Draft Resolution (Tuscany Estates - PID Petition Withdrawal and Acceptance)

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Celina, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by Celina Land Development, LLC, a Texas limited liability company (the "Petitioner"), requesting that the City create the Tuscany Estates Public Improvement District (the "District") to include property owned by the Petitioner.

Time and Place of the Hearing. The public hearing will start at *5:00 p.m. on August 10, 2021, in the Celina Council Chambers, 112 N. Colorado Street, Celina, Texas 75009*.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) landscaping; (ii) acquiring, constructing, improving, widening, narrowing, closing, or removing of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements; (iv) the establishment or improvement of parks, including but not limited to the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (v) projects similar to those listed in subsections (i) - (iii), including but not limited to sidewalks, drainage, utility relocation, signalization, landscaping, lighting, and signage; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of expenses associated with operating and maintaining the improvements listed above; and (viii) payment of expenses incurred in the establishment, administration, and operation of the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is not to exceed $40,000,000.00.

Proposed District Boundaries. The District is proposed to include approximately 244.994 acres of land generally located at the intersection of the property surrounding County Road 87 & County Road 90, to include Collin County property IDs 1011586, 1011602, 1011639, and a portion of 1011700, and as more particularly described by a metes and bounds description available at Celina City Hall and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, except for PID assessments levied on real property within the District and possible tax reinvestment zone revenue, if created. No municipal

Attachment: Draft Resolution (Tuscany Estates - PID Petition Withdrawal and Acceptance)

property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

Attachment: Draft Resolution (Tuscany Estates - PID Petition Withdrawal and Acceptance)

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 13, 2021
Re: Hillside Village - PID Petition Acceptance

Action Requested:
Consider and act upon a resolution accepting a petition to create the Hillside Village Public Improvement District within the corporate limits of the City of Celina, Collin County, Texas; calling a public hearing; and authorizing the issuance of notices by the City Secretary of Celina, Texas regarding the public hearing. (Hillside Village - PID Petition Acceptance) (Pouladi)

Background Information:
The applicant has submitted a petition to create a Public Improvement District (PID) for a proposed 72 acre single-family development known as Hillside Village.
Please refer to the attachment for additional information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommend approval of the resolution.

CITY OF CELINA, TEXAS
RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ACCEPTING A PETITION TO CREATE THE HILLSIDE VILLAGE PUBLIC IMPROVEMENT DISTRICT; CALLING FOR A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF THE HILLSIDE VILLAGE PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "***Act***") authorizes the creation of public improvement districts; and

WHEREAS, on April 27, 2021, the owners of real property delivered to the City of Celina, Texas (the "***City***") a petition for the property described in Exhibit A thereto (the "***Petition***", which is attached as **Exhibit A** and incorporated herein for all purposes) meeting the requirements of the Act and indicating: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the District have executed the Petition requesting that the City Council create the Hillside Village Public Improvement District (the "***District***"); and

WHEREAS, the Act states that the Petition is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, the Act further requires that prior to the adoption of the resolution creating the District, the City Council must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City.

Attachment: Draft Resolution (Hillside Village - PID Petition Acceptance)

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2. City staff reviewed the Petition and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

Section 3. The City Council calls a public hearing to be scheduled at or after 5:00 p.m. on August 10, 2021, to be held at 112 N. Colorado Street, Celina, Texas on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

Section 4. The City Council hereby authorizes and directs the City Secretary, on or before July 24, 2021, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City on July 19, 2021; and, (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls.

Section 5. If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 6. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

[*Remainder of page left blank intentionally.*]

Attachment: Draft Resolution (Hillside Village - PID Petition Acceptance)

PASSED AND APPROVED THIS THE 13th DAY OF JULY, 2021.

CITY OF CELINA, TEXAS

_____

SEAN TERRY, MAYOR

ATTEST:

_____

VICKI TARRANT, CITY SECRETARY

Attachment: Draft Resolution (Hillside Village - PID Petition Acceptance)

EXHIBIT A

PETITION FOR CREATION

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN
THE CITY OF CELINA, TEXAS,
FOR THE HILLSIDE VILLAGE DEVELOPMENT

This petition (the "Petition") is submitted and filed with the City Secretary of the City of Celina, Texas (the "City"), by Celina Land Investors, Ltd., a Texas limited partnership (the "Owner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting that the City create a public improvement district (the "District") to include property owned by the Owner and located within the corporate limits of the City (the "Property"), more particularly described in ***Exhibit A*** and depicted in ***Exhibit B***. In support of this Petition, the Owner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, screening walls and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (8) payment of expenses incurred in the establishment, administration and operation of the District; and (9) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements is $12,000,000.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy an assessment on each residential lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Attachment: Draft Resolution (Hillside Village - PID Petition Acceptance)

Section 5. Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

Section 6. Management of the District. The Owner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. Owner Requests Establishment of the District. The person signing this Petition requests the establishment of the District.

Section 8. Advisory Board. The Owner proposes that the District be established and managed without the creation of an advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this the 27th day of April, 2021.

CELINA LAND INVESTORS, LTD

By: Catlyn Celina GP, LLC
its General Partner

By: Robert L. Trimble

Name: Robert L. Trimble

Title: Manager

Attachment: Draft Resolution (Hillside Village - PID Petition Acceptance)

Exhibit A

Metes and Bounds Description of the Property
(approximately 71.314 acres)

BEING A 71.314 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY # 14, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING ALL OF A 71.296 ACRE TRACT OF LAND, CONVEYED TO CELINA LAND INVESTORS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20150116000051930, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 71.314 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982), AND DENTON CORS ARP (PID-DF8986), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "SHIELDS" FOUND FOR THE NORTHWEST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 3.50 ACRE TRACT OF LAND CONVEYED TO AL-RAZA ENTERPRISES INC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20080312000296050, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE SOUTH LINE OF LOT 3R-1, BLOCK A OF THE REPLAT OF CELINA TOWN CENTER ADDITION-PHASE 2, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20140312010000780, IN CABINET 2014, PAGE 117, AND IN SLIDE 9415-1-2, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 09 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID LOT 3R-1, BLOCK A, THE SOUTH LINE OF LOT 6, BLOCK A OF CELINA TOWN CENTER ADDITION, PHASE 2, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070803010002610, IN CABINET 2007, PAGE 393, AND IN SLIDE 9415, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND THE SOUTH LINE OF A 9.831 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO CELINA COMMERCIAL INVESTMENTS, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20191101001383960, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1237.36 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID "TRACT2". SAID POINT BEING ON THE WEST LINE OF A 2.74 ACRE TRACT OF LAND CONVEYED TO ROBERT C. LOFTICE, AS RECORDED IN COUNTY CLERK'S FILE NO. 19940404000314370, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING WITHIN COUNTY ROAD NO. 89, (PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 52 MINUTES 36 SECONDS EAST, ALONG THE EAST LINE OF SAID 71.296 ACRE TRACT AND THE COMMON WEST LINE SAID 2.74 ACRE TRACT, A 5.000 ACRE TRACT OF LAND CONVEYED TO MRN SQUARED, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20210210000284360, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 6.000 ACRE TRACT OF LAND CONVEYED TO

Attachment: Draft Resolution (Hillside Village - PID Petition Acceptance)

BILLY JOHN CARTER, JR. AND RITA S. CARTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 19960415000307290, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.000 ACRE TRACT OF LAND CONVEYED TO BILLY JOHN CARTER, JR. AND RITA S. CARTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 20060112000054370, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.000 ACRE TRACT OF LAND CONVEYED TO DALA A. BRUTON AND TAMARA D. BRUTON, AS RECORDED COUNTY CLERK'S FILE NO. 20040907001319390, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.572 ACRE TRACT OF LAND CONVEYED TO PAUL A. DAVIS, AS RECORDED IN COUNTY CLERK'S FILE NO. 20040615000873230 OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND A 5.84 ACRE TRACT OF LAND CONVEYED TO VERA LUCILLE JINKS, AS RECORDED IN VOLUME 1102, PAGE 761, DEED RECORDS, COLLIN COUNTY, TEXAS, WITH SAID COUNTY ROAD NO. 89, A DISTANCE OF 2499.93 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 77.694 ACRE TRACT OF LAND CONVEYED TO VERA LUCILLE JINKS, AS RECORDED IN VOLUME 1102, PAGE 752, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 22 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 71.296 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 77.694 ACRE TRACT, WITH THE APPROXIMATE CENTER OF SAID COUNTY ROAD NO. 89, A DISTANCE OF 1250.18 FEET TO A 3/8" IRON ROD FOUND, (BENT) FOR THE SOUTHWEST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF A 20.00 ACRE TRACT OF LAND CONVEYED TO SUMMIT CENTER AT PRESTON, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20130708000945990, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 34 MINUTES 57 SECONDS WEST, ALONG THE WEST LINE OF SAID 71.296 ACRE TRACT AND THE COMMON EAST LINE OF SAID 20.00 ACRE TRACT, THE EAST LINE OF A 16.987 ACRE TRACT OF LAND CONVEYED TO JEOU-SHYONG HUANG AND MEI-FU LIN HUANG, AS RECORDED IN COUNTY CLERK'S FILE NO. 20120703000803140, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, THE EAST LINE OF A 4.321 ACRE TRACT OF LAND CONVEYED TO PRESTON TEP, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20200311000356960, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, THE EAST LINE OF LOT 1, BLOCK A OF THE KELLER WILLIAMS ADDITION, PHASE 1, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20190412010001750 AND IN CABINET 2019, PAGE 291, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND THE EAST LINE OF AFORESAID 3.50 ACRE TRACT, A DISTANCE OF 2495.28 FEET TO THE **POINT OF BEGINNING**
AND CONTAINING A CALCULATED AREA OF 3,106,432 SQUARE FEET OR 71.314 ACRES OF LAND.

Exhibit A to the Hillside Village PID Petition

2261.017\96562.3

Attachment: Draft Resolution (Hillside Village - PID Petition Acceptance)

Exhibit B
Depiction of the Property

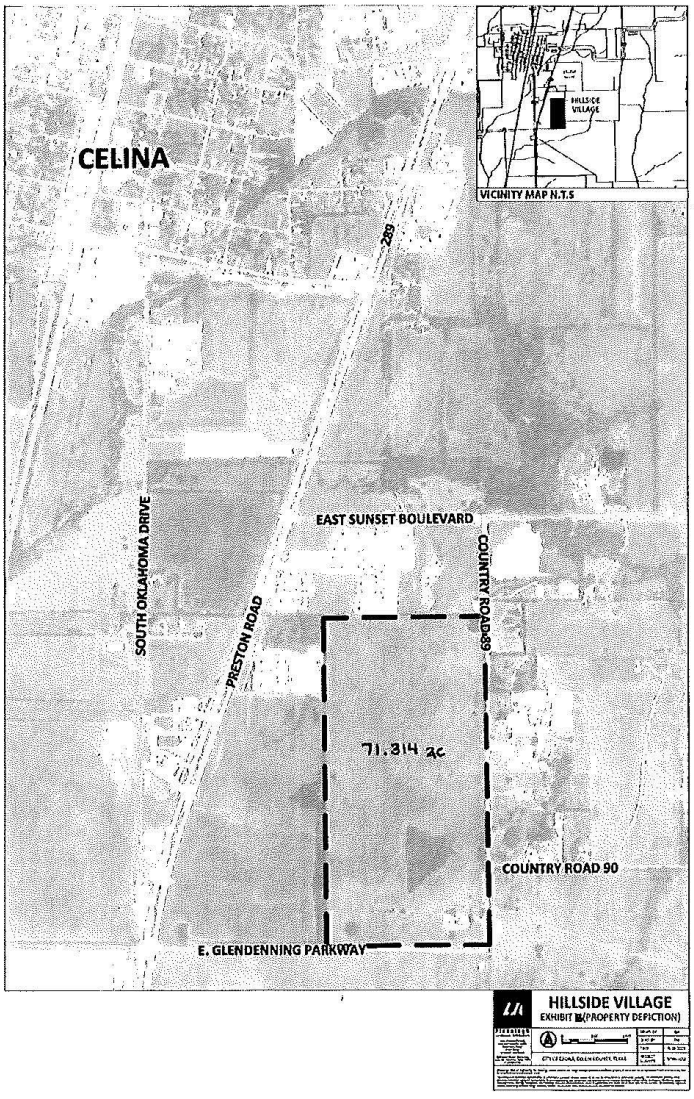


Exhibit B to the Hillside Village PID Petition

2261.017\96562.3

Attachment: Draft Resolution (Hillside Village - PID Petition Acceptance)

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING
THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Celina, Texas ("Celina"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by Celina Land Investors, Ltd., a Texas limited partnership (the "Owner"), requesting that Celina create the Hillside Village Public Improvement District (the "District") to include property owned by the Owner.

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m. on August 10, 2021 at 112 N. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the "Act"), that are necessary for the development of the property within the District, which public improvements may include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, screening walls and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (8) payment of expenses incurred in the establishment, administration and operation of the District; and (9) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, including eligible costs related to the establishment, administration and operation of the District and expenses associated with financing Authorized Improvements is $12,000,000.

Attachment: Draft Resolution (Hillside Village - PID Petition Acceptance)

Proposed District Boundaries. The District is proposed to include approximately 71.314 acres of land generally located 1/4 mile east of Preston Road and adjacent to the north of East Glendenning Parkway and adjacent to the west of County Road 89, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection during regular business hours.

Proposed Method of Assessment. Celina shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and Celina. Celina will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District property. No municipal property in the District shall be assessed. The Owner may also pay certain costs of the improvements from other funds available to it as developer of the District.

Attachment: Draft Resolution (Hillside Village - PID Petition Acceptance)

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 13, 2021
Re: Sutton Fields NIA#5A PID - MISC Agreements

Action Requested:
Consider and act to authorize the Mayor Pro-Tem to execute a Landowner Agreement, a Reimbursement Agreement, a Construction, Funding, and Acquisition Agreement, and a Release and Termination of Prior Agreements, each by and between the City of Celina and CADG Sutton Fields, LLC, in connection with the development of Neighborhood Improvement Area #5A of the Sutton Fields II Public Improvement District. (Sutton Fields NIA#5A PID - MISC Agreements) (Pouladi)

Background Information:
This item is associated with Sutton Fields NIA#5A PID Levy ordinance. All four agreements are attached.

Legal Review:
These items have been reviewed by the City Attorney.

Supporting Documents:
- Construction, Funding, and Acquisition (CFA) Agreement
- Landowner Agreement
- Reimbursement Agreement
- Release of Landowner Agreement and Termination of prior Agreement

Staff Recommendation:
Staff recommends approval.

SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #5A CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #5A CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of July 13, 2021, is by and between the **CITY OF CELINA, TEXAS**, *a home rule municipality of the State of Texas* (the "City"), and **CADG SUTTON FIELDS, LLC**, a Texas limited liability company (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 #5A Improvements actually paid or incurred for the design, construction and installation of the Neighborhood Improvement Area #5A 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 #5A 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.

Attachment: Celina Sutton Fields NIA #5A 2021 - CFA Agreement (Sutton Fields NIA#5A PID - MISC Agreements)

"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 #5A 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 #5A Improvement as reflected in a construction contract, if greater than the Budgeted Cost(s).

"Cost Overrun" means, with respect to each Neighborhood Improvement Area #5A Improvement, the Cost(s) or Actual Cost(s) as appropriate of such Neighborhood Improvement Area #5A Improvement in excess the Budgeted Cost(s).

"Cost Underrun" means, with respect to each Neighborhood Improvement Area #5A Improvement, the amount by which the Budgeted Cost(s) exceeds the Actual Cost(s), as appropriate, of such Neighborhood Improvement Area #5A 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 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 #5A Improvement (including a section or segment of a Neighborhood Improvement Area #5A 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 #5A Assessed Property" means any property that benefits from the Neighborhood Improvement Area #5A Improvements within the District on which Assessments have been imposed as shown in the Neighborhood Improvement Area #5A Assessment Roll, as the Neighborhood Improvement Area #5A Assessment Roll is updated each year by the Annual Service Plan Update. Neighborhood Improvement Area #5A Assessed

Attachment: Celina Sutton Fields NIA #5A 2021 - CFA Agreement (Sutton Fields NIA#5A PID - MISC Agreements)

Property includes Parcels within the District other than Non-Benefited Property.

"Neighborhood Improvement Area #5A Assessment Fund" means an interest-bearing fund by such name created under the Neighborhood Improvement Area #5A Reimbursement Agreement where, unless otherwise provided in a trust indenture relating to a series of bonds secured, in whole or in part, by Assessments levied against the Neighborhood Improvement Area #5A Assessed Property, monies from the collection of Assessments shall be deposited and a portion of which shall be used to finance the Neighborhood Improvement Area #5A Improvements.

"Neighborhood Improvement Area #5A Improvements" mean, collectively, the Neighborhood Improvement Area #5A Improvements listed in **Exhibit A** to be constructed in compliance with City ordinances and Mustang SUD regulations when applicable. An individual Neighborhood Improvement Area #5A Improvement, including a completed segment or part, shall be referred to as a **Neighborhood Improvement Area #5A Improvement**.

"Neighborhood Improvement Area #5A Reimbursement Agreement" means the Sutton Fields II Public Improvement District Neighborhood Improvement Area #5A Reimbursement Agreement dated as of July 13, 2021, by and between the City and the Developer providing for the construction and financing of certain Neighborhood Improvement Area #5A 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 #5A 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 13, 2021, 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 #5A Improvement (or specified part thereof) has progressed to the point where such Neighborhood Improvement Area #5A Improvement (or a specified part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such

Attachment: Celina Sutton Fields NIA #5A 2021 - CFA Agreement (Sutton Fields NIA#5A PID - MISC Agreements)

Neighborhood Improvement Area #5A 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 #5A 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 #5A 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 #5A Improvements.

(b) The Neighborhood Improvement Area #5A 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 #5A 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 #5A Improvements shall be limited to the Budgeted Cost(s), and shall be payable solely from amounts on deposit within the Neighborhood Improvement Area #5A Assessment Fund for the payment of such cost(s) as provided herein and in the Service and Assessment Plan or from the net proceeds of one or more series of bonds issued by the City, that are secured or that are to be paid, in whole or in part, from the Assessments levied against and

Attachment: Celina Sutton Fields NIA #5A 2021 - CFA Agreement (Sutton Fields NIA#5A PID - MISC Agreements)

collected from the Neighborhood Improvement Area #5A Assessed Property (the "Future Neighborhood Improvement Area #5A Bonds"). 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 #5A Improvements.

(b) The obligation of owners of Neighborhood Improvement Area #5A Assessed Property within the District, including the Developer to the extent it owns any Neighborhood Improvement Area #5A Assessed Property in the District, to pay Assessments is not in any way dependent on the availability of amounts in the Neighborhood Improvement Area #5A Assessment Fund, or otherwise available from other sources, including the net proceeds of a series of Future Neighborhood Improvement Area #5A Bonds, to pay for all or any portion of the Neighborhood Improvement Area #5A Improvement Cost(s) hereunder.

(c) The Developer acknowledges that any lack of availability of amounts in the Neighborhood Improvement Area #5A Assessment Fund or otherwise available from other sources, including the net proceeds of a series of Future Neighborhood Improvement Area #5A Bonds, to pay the costs of the Neighborhood Improvement Area #5A Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Neighborhood Improvement Area #5A 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 upon the presentation of evidence satisfactory to the City Representative, the City will, on an 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 #5A Improvements up to $7,300,000.00 plus interest accrued pursuant to the Neighborhood Improvement Area #5A Reimbursement Agreement from the Neighborhood Improvement Area #5A Assessment Fund, subject to the availability of funds in the Neighborhood Improvement Area #5A Assessment Fund, or from net proceeds of a series of Future Neighborhood Improvement Area #5A Bonds, 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 #5A Reimbursement Agreement, and, if applicable, the trust indenture relating to a series of Future Neighborhood Improvement Area #5A

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Bonds substantially in the form of **Exhibit B** attached hereto.

Section 3.03. Accounts. All disbursements from the Neighborhood Improvement Area #5A 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 #5A Reimbursement Agreement.

ARTICLE IV
CONSTRUCTION OF NEIGHBORHOOD IMPROVEMENT AREA #5A IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Neighborhood Improvement Area #5A 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 #5A 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 #5A 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 #5A Improvement and, upon completion, inspection, and acceptance, convey each Neighborhood Improvement Area #5A 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 #5A Assessment Fund or from the net proceeds of a series of Future Neighborhood Improvement Area #5A Bonds to pay the Actual Cost(s) thereof.

Section 4.02. No Competitive Bidding. The Neighborhood Improvement Area #5A 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 #5A Improvements.

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Section 4.04. Remaining Funds after Completion of a Neighborhood Improvement Area #5A Improvement. Upon the Final Completion of a Neighborhood Improvement Area #5A Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Neighborhood Improvement Area #5A Improvement, if the Actual Cost(s) of such Neighborhood Improvement Area #5A 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 #5A 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 #5A Improvements. Any Cost Underrun for any Neighborhood Improvement Area #5A Improvement (or its completed segment or phase thereof) is available to pay Cost Overruns on any other Neighborhood Improvement Area #5A 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 #5A Improvements (or its completed segment or phase thereof) and the payment thereof pursuant to the terms of the Neighborhood Improvement Area #5A Reimbursement Agreement, if there are funds remaining in the Neighborhood Improvement Area #5A 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 a series of Future Neighborhood Improvement Area #5A Bonds are issued by the City for the payment of the Neighborhood Improvement Area #5A Improvements, any net balance remaining in the project fund created pursuant to the indenture of trust related to such bonds after a reconciliation of Cost Overruns and Cost Underruns related to Neighborhood Improvement Area #5A Improvements (or its completed segment or phase thereof) will be distributed in accordance with the terms of the indenture of trust , and in no case to the Developer, and the City agrees that upon such issuance of a series of Future Neighborhood Improvement Area #5A Bonds, funds deposited to the project fund created pursuant to the indenture of trust related to such bonds for the payment of Neighborhood Improvement Area #5A 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 #5A Improvements. The Developer may approve and implement any change orders, even if such change order would increase the Cost of a Neighborhood Improvement Area #5A 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

Attachment: Celina Sutton Fields NIA #5A 2021 - CFA Agreement (Sutton Fields NIA#5A PID - MISC Agreements)

ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for the Neighborhood Improvement Area #5A Improvements.

(a) No payment hereunder shall be made from the Neighborhood Improvement Area #5A Assessment Fund or pursuant to any bond indenture for Future Neighborhood Improvement Area #5A Bonds issued by the City for a Neighborhood Improvement Area #5A 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 #5A 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 #5A 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 #5A 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 #5A Assessment Fund or, if a series of Future Neighborhood Improvement Area #5A 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

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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 #5A 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 #5A Improvement.

(a) If no Future Neighborhood Improvement Area #5A 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 #5A 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 #5A 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 #5A Assessment Fund, again subject to availability of funds in the Neighborhood Improvement Area #5A Assessment Fund. If a series of Future Neighborhood Improvement Area #5A Bonds have been issued, the City shall forward each reviewed and approved Certification for Payment, as evidence by the signature of the City Representative to the bond trustee with instructions to make payment from the applicable account created under the terms of the applicable bond indenture for

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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.

(b) Notwithstanding any other provisions of this Agreement, the Administrator, or bond trustee, as applicable, 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 #5A 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 #5A 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 #5A 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 #5A 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 #5A Improvement until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF NEIGHBORHOOD IMPROVEMENT AREA #5A IMPROVEMENT

Attachment: Celina Sutton Fields NIA #5A 2021 - CFA Agreement (Sutton Fields NIA#5A PID - MISC Agreements)

Section 6.01. Neighborhood Improvement Area #5A 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 #5A 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 #5A 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 #5A Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Neighborhood Improvement Area #5A Improvement Constructed on City Land or Developer Land. If the Neighborhood Improvement Area #5A 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 #5A Improvement. If the Neighborhood Improvement Area #5A 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 #5A 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 #5A 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 #5A Improvement. The provisions for inspection and acceptance of such Neighborhood Improvement Area #5A 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 is a Texas limited liability company 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

Attachment: Celina Sutton Fields NIA #5A 2021 - CFA Agreement (Sutton Fields NIA#5A PID - MISC Agreements)

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 #5A 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 #5A Improvements.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Neighborhood Improvement Area #5A Assessment Fund or from the net proceeds of a series of Future Neighborhood Improvement Area #5A Bonds for the acquisition or construction of any improvement that are not part of the Neighborhood Improvement Area #5A 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 #5A Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Neighborhood Improvement Area #5A 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 #5A 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 #5A Improvements within the District and the anticipated completion dates for future Neighborhood Improvement Area #5A 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

Attachment: Celina Sutton Fields NIA #5A 2021 - CFA Agreement (Sutton Fields NIA#5A PID - MISC Agreements)

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 #5A 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#5A 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, GRANTEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE NEIGHBORHOOD IMPROVEMENT AREA #5A IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE NEIGHBORHOOD IMPROVEMENT AREA #5A 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

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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 #5A 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 #5A 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 #5A Assessment Fund for the Costs of the Neighborhood Improvement Area #5A Improvements is reduced, delayed or deferred, or (ii) available in the project fund created pursuant to the indenture of trust related to a series of Future Neighborhood Improvement Area #5A Bonds, upon the issuance of a series of Future Neighborhood Improvement Area #5A 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.

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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 #5A 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 #5A Assessment Fund or project fund created pursuant to an indenture of trust related to a series of Future Neighborhood Improvement Area #5A Bonds 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 #5A 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 #5A 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 #5A 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

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Costs of Neighborhood Improvement Area #5A Improvements, provided that the Developer shall receive payment of the Actual Costs of any Neighborhood Improvement Area #5A 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 #5A Improvements not accepted by the City and use all or any portion of the funds on deposit in the Neighborhood Improvement Area #5A Assessment Fund and the Developer shall have no claim or right to any further payments for the Neighborhood Improvement Area #5A 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 #5A Reimbursement Agreement. The City shall have no obligation to perform any work related to a Neighborhood Improvement Area #5A Improvement or to incur any expense or cost in excess of the remaining balance of the Neighborhood Improvement Area #5A Assessment Fund or the remaining balance of net proceeds of a series of Future Neighborhood Improvement Area #5A Bonds, as applicable.

Section 8.03. Construction of the Neighborhood Improvement Area #5A 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 #5A 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

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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 #5A Assessment Fund or in a project fund created pursuant to an indenture of trust related to a series of Future Neighborhood Improvement Area #5A Bonds 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 #5A 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 Moayedi CADG Sutton Fields, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: J. Prabha Cinclair

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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 #5A 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 #5A 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 #5A Reimbursement Agreement with respect to any receivables due under this Agreement, the Neighborhood Improvement Area #5A Reimbursement Agreement shall control. If the City issues

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bonds to finance the Neighborhood Improvement Area #5A Improvements under the terms of a bond indenture and there is a conflict between this Agreement, the Development Agreement, the Neighborhood Improvement Area #5A 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 #5A Reimbursement Agreement have been paid. If bonds are issued by the City to finance the Neighborhood Improvement Area #5A 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 #5A Reimbursement Agreement, this Agreement, the Development Agreement and the Neighborhood Improvement Area #5A Reimbursement Agreement shall not terminate with respect to the costs of the Neighborhood Improvement Area #5A Improvements that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

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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]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of this the _____ day of _____, 2021.

CITY OF CELINA

By: _____
Name: _____, Mayor Pro-Tem

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM

_____
Julie Fort, Attorney for the City

[Signature Page for Neighborhood Improvement Area #5A CFA]

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DEVELOPER:

CADG Sutton Fields, 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

[Signature Page for Neighborhood Improvement Area #5A CFA]

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Exhibit A

List of Neighborhood Improvement Area #5A Improvements and Budgeted Costs

Neighborhood Improvement Area #5A Improvements	Estimated Costs
Roadway improvements	$3,325,589
Water distribution improvements	$970,144
Sewer collection improvements	$959,493
Storm sewer collection improvements	$1,107,463
Other soft and miscellaneous improvements	$4,072,657
Total	**$10,435,347**

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Exhibit B

FORM OF CERTIFICATION FOR PAYMENT

The undersigned is an agent for CADG Sutton Fields, LLC, a Texas limited liability company (the "Developer") and requests payment from the Neighborhood Improvement Area #5A Assessment Fund (as defined in the Neighborhood Improvement Area #5A 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 #5A Improvements related to the Sutton Fields II Public Improvement District (the "Neighborhood Improvement Area #5A 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 #5A Construction, Funding, and Acquisition Agreement (the "Neighborhood Improvement Area #5A 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 #5A 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 #5A Improvements below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Neighborhood Improvement Area #5A Improvement, and such costs are in compliance with the Neighborhood Improvement Area #5A CFA Agreement and the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Neighborhood Improvement Area #5A CFA Agreement, the Development Agreement and the Service and Assessment Plan.

5. All conditions set forth in the Neighborhood Improvement Area #5A CFA Agreement, and the Development Agreement for the payment hereby requested have been satisfied.

6. The work with respect to the Neighborhood Improvement Area #5A Improvement referenced below (or its completed segment) has been completed and the City may begin inspection of the Neighborhood Improvement Area #5A Improvement.

7. The Developer agrees to cooperate with the City in conducting its review of the requested

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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 #5A 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 #5A Assessment Fund.

Payments requested should include the following:

Payee / Description of Neighborhood Improvement Area #5A Improvement	**Total Cost of Neighborhood Improvement Area #5A Improvement**	**Budgeted Cost of Neighborhood Improvement Area #5A Improvement**	**Amount to be paid from the Neighborhood Improvement Area #5A 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 #5A CFA Agreement, after receiving this Certification for Payment, the City is authorized to inspect the Neighborhood Improvement Area #5A 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, LLC

By:_____
Name: _____
Title: _____
Date: _____

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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: _____

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SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #5A LANDOWNER AGREEMENT

This **SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #5A LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of July 13, 2021, between the City of Celina, Texas (the "City"), a home rule municipality of the State of Texas (the "State"), and CADG Sutton Fields, 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's 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 #5A Improvements (including all exhibits and attachments thereto, the "Neighborhood Improvement Area #5A Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Neighborhood Improvement Area #5A Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on Assessed Property in Neighborhood Improvement Area #5A 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 #5A 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 #5A Improvements that will benefit the Neighborhood Improvement Area #5A 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.

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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 #5A Improvements on the Landowner's Parcel and on the property within Neighborhood Improvement Area #5A 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 #5A Assessment Ordinance; and

(iii) the Neighborhood Improvement Area #5A 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 #5A of the District, as shown on the assessment roll attached as Appendix I to the Service and Assessment Plan (the "Neighborhood Improvement Area #5A Assessment Roll");

(ii) the Neighborhood Improvement Area #5A Improvements specially benefit Neighborhood Improvement Area #5A 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 #5A of the District, as such Assessment is shown on the Neighborhood Improvement Area #5A 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 #5A 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

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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 #5A 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 Assessed Property 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 #5A 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;

(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); and

(xi) Landowner is responsible for prepayments required by the Service and Assessment Plan.

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 #5A 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;

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(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 #5A IMPROVEMENTS

A. Ownership and Transfer of Neighborhood Improvement Area #5A Improvements. Landowner acknowledges that all of the Neighborhood Improvement Area #5A 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 #5A 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 #5A Improvements on the property within

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Neighborhood Improvement Area #5A of the District, to stage on the property within Neighborhood Improvement Area #5A of the District construction trailers, building materials and equipment to be used in connection with such construction of the Neighborhood Improvement Area #5A Improvements and for passage and use over and across parts of the property within Neighborhood Improvement Area #5A of the District as shall be reasonably necessary during the construction of the Neighborhood Improvement Area #5A Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Neighborhood Improvement Area #5A 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 #5A 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,

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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 #5A Improvements on those portions of the property within Neighborhood Improvement Area #5A 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 #5A 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 #5A 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 Moayedi CADG Sutton Fields, LLC 1800 Valley View Lane Suite 300 Farmers Branch, Texas 75234

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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 #5A 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.

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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]

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

Date: _____

CITY OF CELINA, TEXAS

By: _____
Mindy Koehne, Mayor Pro-Tem

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

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LANDOWNER

CADG Sutton Fields, 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 _____, 2021 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, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

[Signature Page Landowner Agreement]

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LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

Development Phase 3A (10.064 acres):

.

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract Number 1411, 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 2015-30572, of the Real Property Records of 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 stamped "PETITT RPLS 4087" found at the northwest corner of Lot 4, Block A, of Sutton Fields Phase 1A, an addition to the City of Celina, Texas, according to Final Plat recorded in Document Number 2017-395, of the Plat Records of Denton County, Texas (PRDCT);

THENCE North 00°18'36" West, with the east line of Lot 1X, Block A, according to said Final Plat, a distance of 342.70 feet to a 5/8-inch iron rod with cap stamped "PETITT RPLS 4087" found for corner at the northeast corner of said Lot 1X, and being located on the south right-of-way line of Crutchfield Road (called 90-foot wide right-of-way), south 45-foot of said right-of-way according to Final Plat of 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 right-of-way line of Crutchfield Road, the following courses to 5/8-inch iron rods with cap stamped "PETITT RPLS 4087" found for corner:

North 89°43'38" East, a distance of 1124.72 feet;

South 85°04'43" East, a distance of 110.46 feet;

And North 89°43'38" East, a distance of 125.00 feet, said iron rod being located at the north end of a corner clip of said south right-of-way line, and the west right-of-way line of Boleyn Avenue (called 80-foot wide right-of-way), according to the Final Plat of said Rights-of-Way of Sutton Fields Phase 1;

THENCE South 45°17'29" East, with said corner clip, a distance of 35.37 feet to a 5/8-inch iron rod with cap stamped "PETITT RPLS 4087" found for corner at the south end of said corner clip;

THENCE South 00°18'36" East, with the west right-of-way line of said Boleyn Avenue, a distance of 305.80 feet to a 5/8-inch iron rod with cap stamped "PETITT RPLS 4087" found for corner at the northeast corner of Lot 2X, Block D, according to said Final Plat of Sutton Fields Phase 1A;

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THENCE with a northerly line of said Sutton Fields Phase 1A, the following courses to 5/8-inch iron rods with cap stamped “PETITT RPLS 4087” found for corner, the following courses:

South 89°41'24” West, a distance of 129.80 feet;

North 00°18'36” West, a distance of 28.00 feet;

South 89°41'24” West, a distance of 1139.92 feet;

South 00°18'36” East, a distance of 29.00 feet;

And South 89°41'24” West, a distance of 115.01 feet, to the POINT OF BEGINNING of and containing an area of 10.064 acres of land.

Development Phase 3B (21.126 acres):

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract Number 1411, in 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 Number 2015-15963, of the 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 stamped “PETITT RPLS 4087” found at the northwest corner of Lot 5X, Block E, of Sutton Fields Phase 1A, an addition to the City of Celina, Texas, according to Final Plat recorded in Document Number 2017-395, of the Plat Records of Denton County, Texas (PRDCT);

THENCE with the easterly right-of-way line of Boleyn Avenue (called 80-foot wide right-of-way), of 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, the following courses to 5/8-inch iron rods with cap stamped “PETITT RPLS 4087” found for corner:

North 00°18'36" West, a distance of 92.47 feet;

North 44°41'24" East, a distance of 35.36 feet;

North 00°18'36" West, a distance of 50.00 feet;

North 45°18'36" West, a distance of 35.36 feet;

And North 00°18'36" West, a distance of 267.75 feet, said iron rod located at the south end of a corner clip of said east right-of-way line, and south right-of-way line of Crutchfield Road (called 90-foot wide right-of-way), south 45-foot of said right-of-way according to Final Plat of Rights-of-Way for Sutton Fields Phase 1;

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THENCE North 44°42'31" East, with said corner clip, a distance of 35.34 feet to a 5/8-inch iron rod with cap stamped “PETITT RPLS 4087” found for corner at the north end of said corner clip;

THENCE continuing with said south right-of-way line, the following courses to 5/8-inch iron rods with cap stamped “PETITT RPLS 4087” found for corner:

North 89°43'38" East, a distance of 545.17 feet, said iron rod located at the beginning of a tangent curve to the right;

Easterly with said curve which has a central angle of 04°06'33", a radius of 1,355.00 feet, a chord which bears South 88°13'06" East, a distance of 97.16 feet, and an arc length of 97.18 feet, to the end of said curve;

South 86°09'50" East, a distance of 101.44 feet, said iron rod located at the beginning of a tangent curve to the left;

Easterly with said curve which has a central angle of 03°58'51", a radius of 1,445.00 feet, a chord which bears South 88°09'15" East, a distance of 100.38 feet, and an arc length of 100.40 feet, to the end of said curve;

And North 89°51'19" East, a distance of 652.97 feet, said iron rod located at the north end of a corner clip of said south right-of-way line, and the west right-of-way line of Bothwell Boulevard (called 90-foot wide right-of-way), according to said Final Plat;

THENCE continuing with said west right-of-way line, the following courses to 5/8-inch iron rods with cap stamped “PETITT RPLS 4087” found for corner:

South 45°08'41" East, a distance of 35.36 feet;

South 00°08'41" East, a distance of 222.59 feet;

South 44°51'19" West, a distance of 35.36 feet;

South 00°08'41" East, a distance of 50.00 feet;

South 45°08'41" East, a distance of 35.36 feet;

South 00°08'41" East, a distance of 315.48 feet, said iron rod located at the beginning of a tangent curve to the right:

And Southerly with said curve which has a central angle of 02°44'47", a radius of 1,895.00 feet, a chord which bears South 01°13'43" West, a distance of 90.83 feet, and an arc length of 90.84 feet, to the end of said curve, said iron rod being located at the north east corer of Lot 8X, Block E of said Sutton Fields Phase 1A;

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THENCE with the north line of Block E of said Sutton Fields Phase 1A, the following courses to 5/8-inch iron rods with cap stamped “PETITT RPLS 4087” found for corner:

North 83°00'05" West, a distance of 253.99 feet;

North 82°56'19" West, a distance of 55.00 feet;

North 81°08'40" West, a distance of 50.08 feet;

North 75°38'05" West, a distance of 50.17 feet;

North 71°09'40" West, a distance of 50.07 feet;

North 69°02'36" West, a distance of 50.00 feet;

North 69°30'53" West, a distance of 50.91 feet;

North 70°13'27" West, a distance of 51.48 feet;

North 71°19'16" West, a distance of 52.45 feet;

North 72°13'09" West, a distance of 52.58 feet;

North 73°33'41" West, a distance of 52.39 feet;

North 74°30'07" West, a distance of 52.51 feet;

North 76°01'58" West, a distance of 51.81 feet;

North 76°36'04" West, a distance of 50.78 feet;

North 77°54'04" West, a distance of 54.04 feet;

North 79°30'19" West, a distance of 52.38 feet;

North 80°09'14" West, a distance of 52.01 feet;

North 81°16'00" West, a distance of 51.64 feet;

North 82°36'46" West, a distance of 53.09 feet;

North 83°46'24" West, a distance of 51.94 feet;

North 84°41'22" West, a distance of 52.33 feet;

North 85°37'03" West, a distance of 52.58 feet;

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North 86°46'41" West, a distance of 53.14 feet;

North 88°47'56" West, a distance of 52.10 feet;

North 88°19'36" West, a distance of 53.07 feet;

And South 89°41'24" West, a distance of 75.00 feet to the POINT OF BEGINNING and containing an area of 21.126 acres of land.

Development Phase 3C (12.482 acres):

BEING that certain tract of land situated in the Thomas B. Cox Survey, Abstract Number 1411, in Denton County, Texas, and being part of that certain tract of land described as Tract 4 in deed to CADG Sutton Fields, LLC, recorded in Document Number 2015-15963, of the 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 stamped "PETITT RPLS 4087" found at the northwest corner of Lot 1X, Block UUU, of Sutton Fields Phase 1B, an addition to the City of Celina, Texas, according to Final Plat recorded in Document Number 2017-478, of the Plat Records of Denton County, Texas (PRDCT) said iron rod located on the east right-of-way line of Bothwell Boulevard (called 90-foot wide right-of-way) of Rights-of-Way for Sutton Fields Phase 1, an addition to the City of Celina, Texas, according to Final Plat recorded in Document Number 2017-398, PRDCT;

THENCE with said east right-of-way line, the following courses to 5/8-inch iron rods with cap stamped "PETITT RPLS 4087" found for corner:

North 02°22'42" East, a distance of 50.00 feet;

North 43°09'46" West, a distance of 35.69 feet;

North 00°07'11" West, a distance of 675.48 feet;

And North 44°55'13" East, a distance of 35.40 feet;

THENCE North 00°08'41" West, continuing with said east right-of-way, a distance of 45.00 feet to a 5/8-inch iron rod with camp stamped "BCG 10194538" set for corner on said east right-of-way line;

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THENCE over and across said Tract 4, the following courses to 5/8-inch iron rods with camp stamped “BCG 10194538” set for corner:

North 89°51'19” East, a distance of 250.19 feet, said iron rod being located at the beginning of a tangent curve to the right;

Southeasterly with said curve which has a central angle of 51°00'28”, a radius of 608.00 feet, a chord that bears South 64°38'27” East, a distance of 523.58 feet, and an arc length of 541.27 feet to the end of said curve;

South 39°08'13” East, a distance of 78.89 feet;

South 50°51'47" West, a distance of 175.00 feet;

South 39°08'13" East, a distance of 30.00 feet;

South 50°51'47" West, a distance of 50.00 feet;

North 39°08'13" West, a distance of 30.00 feet;

South 17°53'15" West, a distance of 153.49 feet

South 00°08'41" East, a distance of 133.79 feet;

South 00°02'43" West, a distance of 16.97 feet;

South 00°49'15" West, a distance of 52.35 feet;

South 01°59'33" West, a distance of 52.35 feet;

South 03°09'52" West, a distance of 52.35 feet;

And South 04°20'10" West, a distance of 52.35 feet;

THENCE South 05°41'18" West, continuing over and across said Tract 4, a distance of 68.47 feet to a 5/8-inch iron rod with cap stamped “PETITT RPLS 4087” found for corner at the northeast corner of Ferrers Drive (called 50-feet wide right-of-way) according to said Sutton Fields Phase 1B Final Plat;

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THENCE North 82°58'56" West, with the north right-of-way line of said Ferrers Drive, a distance of 115.01 feet to a 5/8-inch iron rod with cap stamped “PETITT RPLS 4087” found for corner;

THENCE North 83°34'19" West, continuing with said north right-of-way line, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped “PETITT RPLS 4087” found for corner, said iron rod being located on the east line of said Lot 1X, Block UUU and at the beginning of a non-tangent curve to the left;

THENCE Northerly with said east line of Lot 1X, Block UUU, and with said curve which has a central angle of 03°12'44", a radius of 2395.00 feet, a chord which bears North 04°49'19" East, a distance of 134.26 feet, and an arc length of 134.27 feet, to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT RPLS 4087” found for corner;

THENCE North 42°15'46" West, with the northeasterly line of said Lot 1X, Block UUU, a distance of 14.05 feet to a 5/8-inch iron rod with cap stamped “PETITT RPLS 4087” found for corner;

THENCE North 87°37'18" West, with the north line of said Lot 1X, Block UUU, a distance of 375.03 feet to the POINT OF BEGINNING and containing an area of 12.482 acres of land.

Development Phase 3D (29.898 acres):

BEING that certain tract of land situated in the Thomas B. Cox Survey, Abstract Number 1411, in Denton County, Texas, and being part of that certain tract of land described as Tract 4 in deed to CADG Sutton Fields, LLC, recorded in Document Number 2015-15963, of the Real Property Records of Denton County, Texas (RPRDCT), and part of that certain tract of land described in deed to CADG Sutton Fields, LLC, recorded in Document Number 2015-30387, RPRDCT, and being more particularly described as follows:

Beginning at a 5/8-inch iron rod with cap stamped “PETITT RPLS 4087” found for corner at the southwest corner of Lot 31X, Block AAA, of Sutton Fields Phase 2B, an addition to the City of Celina, Texas, recorded in Document Number 2019-402, of the Plat Records of Denton County, Texas (PRDCT), and being located on the east right-of-way line of Bothwell Boulevard (called 90-foot wide right-of-way), according to said Final Plat;

THENCE with the southerly line of said Sutton Fields Phase 2B, the following courses to 5/8-inch iron rods with cap stamped “PETITT RPLS 4087” found for corner:

South 76°42'01" East, a distance of 83.14 feet;

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South 80°36'44" East, a distance of 61.02 feet;

South 86°04'38" East, a distance of 61.02 feet;

South 89°45'11" East, a distance of 21.08 feet;

North 89°18'13" East, a distance of 32.73 feet;

North 00°41'47" West, a distance of 115.00 feet;

North 89°18'13" East, a distance of 53.99 feet;

North 00°41'47" West, a distance of 50.00 feet;

South 89°18'13" West, a distance of 20.50 feet;

North 00°41'47" West, a distance of 115.00 feet;

North 89°18'13" East, a distance of 570.00 feet;

South 00°41'47" East, a distance of 20.00 feet;

North 89°18'13" East, a distance of 50.00 feet;

North 00°41'47" West, a distance of 20.00 feet;

North 89°18'13" East, a distance of 710.00 feet;

South 00°41'47" East, a distance of 280.00 feet;

North 89°18'13" East, a distance of 410.00 feet;

South 00°41'47" East, a distance of 20.00 feet;

North 89°18'13" East, a distance of 50.00 feet;

North 00°41'47" West, a distance of 25.00 feet;

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And North 89°18'13" East, a distance of 128.64 feet, said iron rod located at the southeast corner of Lot 76. Block AAA, according to said Sutton Fields Phase 2B Final Plat;

THENCE South 00°41'45" West, with the east line of said CADG tract as described in Boundary Line Agreement, recorded in Instrument Number 2005-122140, PRPRDCT, a distance of 656.85 feet to a 60D Nail found for corner in the approximate center of Parvin Road (undedicated public road), and being located at the southeast corner of said CADG tract;

THENCE North 89°11'44" West, with the approximate center of said Parvin Road, and with a south line of said CADG tract as described in Boundary Line Agreement, recorded in Instrument Number 2005-122140, PRPRDCT distance of 1163.46 feet to a 3/8-inch iron rod found for corner;

THENCE North 00°42'55" West, with the common east line of that certain tract of land described in deed to Donald Kenny Estep & Sonja Kay Estep, recorded in Document Number 2001-99806, RPRDCT, a distance of 280.30 feet to a 5/8-inch iron rod found for corner at the northeast corner of said Estep tract;

THENCE South 89°32'42" West, with the north line of said Estep tract, a distance of 239.66 feet to a 5/8-inch iron rod with cap found for corner at the northwest corner of said Estep tract;

THENCE over and across said CADG tract, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" for corner:

North 06°55'13" West, a distance of 89.29 feet;

North 43°42'34" West, a distance of 116.69 feet;

North 82°46'08" West, a distance of 113.69 feet;

South 73°58'48" West, a distance of 57.59 feet;

South 89°27'37" West, a distance of 88.80 feet, said iron rod being located at the beginning of a tangent curve to the right;

Northwesterly with said curve which has a central angle of 03°08'29", a radius of 1745.00 feet, a chord which bears North 78°44'13" West, a distance of 45.00 feet, and an arc length of 95.67 feet, to the end of said curve,

North 66°56'02" West, a distance of 170.74 feet;

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North 59°14'17" West, a distance of 93.71 feet;

North 79°12'15" West, a distance of 83.80 feet;

South 68°52'47" West, a distance of 107.31 feet;

North 68°48'05" West, a distance of 13.82 feet, said iron rod being located at the beginning of a non-tangent curve to the left;

And Northerly with said curve which has a central angle of 03°08'29", a radius of 1745.00 feet, a chord which bears North 19°37'40" East, a distance of 95.66 feet, and an arc length of 95.67 feet, to the end of said curve, the POINT OF BEGINNING and containing an area of 29.898 Acres of land.

Development Phase 3E (21.756 acres):

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract Number 1411, in Denton County, Texas, and being part of those certain tracts of land described as Tract 1, Tract 2 and Tract 3 in deed to CADG Sutton Fields, LLC, recorded in Document Number 2015-15963, of the Real Property Records of Denton County, Texas (RPRDCT), and being part of that certain tract of land described in deed to CADG Sutton Fields, LLC, recorded in Document Number 2015-30572, RPRDCT, and being more particularly described as follows:

Beginning at a 5/8-inch iron rod with cap stamped “PETITT RPLS 4087” found at the southeast corner of Lot 3X, Block VVV, of Sutton Fields Phase 1A, an addition to the City of Celina, Texas, according to the Final Plat recorded in Document Number 2017-395, of the Plat Records of Denton County, Texas (PRDCT);

THENCE North 00°18'36" West, with the east line of said Lot 3X, a distance of 648.96 feet to a 5/8-inch iron rod with cap stamped “PETITT RPLS 4087” found for corner;

THENCE North 89°41'24" East, with a southerly line of said Lot 3X, a distance of 115.02 feet to a 5/8-inch iron rod with cap stamped “PETITT RPLS 4087” found for corner;

THENCE North 00°18'36" West, with the east line of said Lot 3X, Block VVV, a distance of 29.57 feet to a 5/8-inch iron rod with cap stamped “PETITT RPLS 4087” found for corner on the south right-of-way line of Sutton Fields Trail (called 60-foot wide right-of-way), of the Final Plat

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of Rights-of-Way for Sutton Fields Phase 1, an addition to the City of Celina, Texas, according to the Final Plat recorded in Document Number 2017-398, PRDCT;

THENCE with the south line of said right-of-way line of Sutton Fields Trail, the following courses to 5/8-inch iron rods with cap stamped “PETITT RPLS 4087” found for corner:

North 89°41'24" East, a distance of 50.00 feet;

North 44°41'24" East, a distance of 35.36 feet;

North 89°41'24" East, a distance of 989.91 feet;

South 45°18'36" East, a distance of 35.36 feet;

North 89°41'24" East, a distance of 50.00 feet;

North 44°41'24" East, a distance of 35.36 feet;

And North 89°41'24" East, a distance of 89.99 feet, said iron rod being located at the northwest corner of Lot 6X, Block F, of said Sutton Fields Phase 1A;

THENCE South 00°18'36" East, with the west line of said Block F, a distance of 694.32 feet to a 5/8-inch iron rod with cap stamped “PETITT RPLS 4087” found for corner at an interior “ell” corner of Lot 33, Block F of said Sutton Fields Phase 1A;

THENCE South 89°39'05" West, with a north line of said Lot 33, a distance of 9.96 feet to a point in Tree for corner located at the northeast corner of Lot 11 of Countryview Addition, an addition to Denton County, Texas, according the Final Plat recorded in Cabinet F, Page 267, PRDCT, from which a 1/2" iron rod found bears South 89°26'31” West, a distance of 1.51 feet;

THENCE South 89°18'14" West, with the north line of said Countryview Addition, a distance of 1301.63 feet to a 1/2-inch iron rod found for corner;

THENCE South 89°15'45" West, continuing with said north line, a distance of 58.36 feet to the POINT OF BEGINNING and containing an area of 21.756 acres of land.

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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 13, 2021 by CADG Sutton Fields, 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 #5A Assessment Ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Neighborhood Improvement Area #5A Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Neighborhood Improvement Area #5A 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 #5A 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.

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(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 #5A 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 #5A 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 #5A 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

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(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.

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

LANDOWNER

CADG Sutton Fields, 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 _____, 2021 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, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

My Commission Expires:

_____

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LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit III, the recorded Neighborhood Improvement Area #5A 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 #5A Assessment Roll for such Assessed Parcel (or if the Neighborhood Improvement Area #5A 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.

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SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #5A REIMBURSEMENT AGREEMENT

This Sutton Fields II Public Improvement District Neighborhood Improvement Area #5A Reimbursement Agreement (this "Reimbursement Agreement") is executed by and between the **City of Celina, Texas** (the "City") and **CADG Sutton Fields, LLC**, a Texas limited liability company (the "Developer") (individually referred to as a "Party" and collectively as the "Parties") to be effective July 13, 2021 (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 13, 2021, 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 13, 2021; 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"), as amended; 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 #5A Improvements (as defined in the SAP) are to be constructed within Neighborhood Improvement Area #5A of the District Property, as described and depicted in the SAP; and

WHEREAS, on June 8, 2021, the City Council passed and approved Resolution No. 2021-36R determining, among other things, the estimated costs of the Neighborhood Improvement Area #5A Improvements; and

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WHEREAS, on July 13, 2021, the City Council passed and approved Ordinance No. _____ (the "Assessment Ordinance") which, among other things, approved the SAP (including the Neighborhood Improvement Area #5A 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 #5A (the "Neighborhood Improvement Area #5A Assessed Property") for the Neighborhood Improvement Area #5A Improvements in accordance with the Neighborhood Improvement Area #5A Assessment Roll attached as Appendix I to the SAP; and

WHEREAS, the Parties have entered into that certain "Sutton Fields II Public Improvement District Neighborhood Improvement Area #5A Construction, Funding, and Acquisition Agreement" dated as of July 13, 2021 (the "Construction Funding Agreement") for the construction of the Neighborhood Improvement Area #5A Improvements; and

WHEREAS, the SAP established $7,300,000.00 as the portion of the cost of the Neighborhood Improvement Area #5A Improvements to be assessed against Neighborhood Improvement Area #5A of the District Property (the "Neighborhood Improvement Area #5A Improvements Costs"); and

WHEREAS, the SAP allocated the Neighborhood Improvement Area #5A Improvements Costs to Neighborhood Improvement Area #5A of the District Property, and the SAP contemplated the allocation of the Neighborhood Improvement Area #5A Improvements Costs among the single family residential lots to be created from the subdivision of the District Property located within Neighborhood Improvement Area #5A; and

WHEREAS, assessments against lots within Neighborhood Improvement Area #5A of the District ("Neighborhood Improvement Area #5A Assessments") are reflected on the Neighborhood Improvement Area #5A 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 #5A Assessments and Annual Installments (excluding Delinquent Collection Costs, and Administrative Expenses) (the "Neighborhood Improvement Area #5A Assessment Revenue") shall be deposited as required by the PID Act and as directed by this Agreement, or as otherwise provided in an indenture authorizing the issuance of Future Neighborhood Improvement Area #5A Bonds (as defined below) into an assessment fund that is segregated from all other funds of the City (the "Neighborhood Improvement Area #5A Assessment Fund"); and

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WHEREAS, the Neighborhood Improvement Area #5A Assessment Revenue deposited into the Neighborhood Improvement Area #5A Assessment Fund shall be used to reimburse Developer and its assigns for the Neighborhood Improvement Area #5A Improvements Costs advanced by the Developer in an amount not to exceed $7,300,000.00, 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 #5A 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 #5A 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 #5A Improvements paid by the Developer for the Neighborhood Improvement Area #5A 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, 2051 (the "Maturity Date"), and which shall be reimbursed to the Developer and its assigns in a principal amount not to exceed $7,300,000.00 (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 #5A Assessment Fund." The Reimbursement Amount is payable from monies to be deposited in the Neighborhood Improvement Area #5A Assessment Fund, or from the net proceeds of Future Neighborhood Improvement Area #5A Bonds, as described below:

    a. The Reimbursement Amount is payable solely from: (i) the Neighborhood Improvement Area #5A Assessment Revenue received and collected by the City and deposited into the Neighborhood Improvement Area #5A Assessment Fund; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or

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incurred by the City and the transfer of proceeds to other accounts and funds created within the indenture of trust) of one or more series of bonds (the "Future Neighborhood Improvement Area #5A Bonds") issued by the City and secured in part or in whole by the Neighborhood Improvement Area #5A Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Neighborhood Improvement Area #5A Assessment Revenue shall be received, collected and deposited into the Neighborhood Improvement Area #5A Assessment Fund subject to the following limitations:

i. Calculation of the Neighborhood Improvement Area #5A 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 #5A Bonds are issued, the Neighborhood Improvement Area #5A 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 #5A Assessments for a Lot for the earlier of 30 years or until the Neighborhood Improvement Area #5A 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 $7,300,000.00 plus interest from the Neighborhood Improvement Area #5A 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 4.53% for years one (1) through thirty-one (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 2.53%. The interest rate of 4.53% 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 #5A Assessment Revenue received and collected by the City and deposited into the Neighborhood Improvement Area #5A Assessment Fund or from the net proceeds of the Future Neighborhood Improvement Area #5A 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

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of the City or a debt or other obligation of the City payable from any source other than Neighborhood Improvement Area #5A Assessment Revenue received, collected and deposited into the Neighborhood Improvement Area #5A Assessment Fund or from the net proceeds of the Future Neighborhood Improvement Area #5A Bonds. The Developer further agrees to look solely to the Neighborhood Improvement Area #5A Assessment Revenue, and not the City's general fund or any other revenues, taxes, income, property, or other funds of the City for reimbursement of the Unpaid Balance. 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 #5A Assessment Revenue and, as a result, is unable to make transfers from the Neighborhood Improvement Area #5A 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 #5A Bonds are issued, the net proceeds of such Future Neighborhood Improvement Area #5A Bonds shall be used, in accordance with the terms of the indenture of trust relating to the Future Neighborhood Improvement Area #5A Bonds, 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 #5A Improvements that have already been paid and then to pay all or any portion of any Neighborhood Improvement Area #5A Improvements Cost. If, after application of the net proceeds of such Future Neighborhood Improvement Area #5A Bonds, any Neighborhood Improvement Area #5A 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 #5A Bonds, the Unpaid Balance due the Developer remains unpaid, all payments toward the Unpaid Balance due the Developer shall be paid from available and authorized amounts deposited into any funds created for such purpose under any indenture relating to any Future Neighborhood Improvement Area #5A Bonds. Once the principal amount of all Future Neighborhood Improvement Area #5A 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

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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 #5A Assessment Fund or the net proceeds of the Future Neighborhood Improvement Area #5A 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 #5A 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

Attachment: Celina Sutton Fields NIA #5A 2021 - Reimbursement Agreement.pdf (Sutton Fields NIA#5A PID - MISC Agreements)

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 Moayedi CADG Sutton Fields, 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 #5A 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

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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 #5A 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 #5A Bonds, the indenture securing the Future Neighborhood Improvement Area #5A Bonds shall control as the provisions relate to the Neighborhood Improvement Area #5A 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

Attachment: Celina Sutton Fields NIA #5A 2021 - Reimbursement Agreement.pdf (Sutton Fields NIA#5A PID - MISC Agreements)

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.

Attachment: Celina Sutton Fields NIA #5A 2021 - Reimbursement Agreement.pdf (Sutton Fields NIA#5A PID - MISC Agreements)

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 #5A 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.

Attachment: Celina Sutton Fields NIA #5A 2021 - Reimbursement Agreement.pdf (Sutton Fields NIA#5A PID - MISC Agreements)

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]

Attachment: Celina Sutton Fields NIA #5A 2021 - Reimbursement Agreement.pdf (Sutton Fields NIA#5A PID - MISC Agreements)

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

_____
Vicki Tarrant, City Secretary

CITY OF CELINA

_____
Mindy Koehne, Mayor Pro-Tem

APPROVED AS TO FORM

_____
_____, Attorney for the City

[Signature Page for Sutton Fields II PID NIA #5A Reimbursement Agreement]

Attachment: Celina Sutton Fields NIA #5A 2021 - Reimbursement Agreement.pdf (Sutton Fields NIA#5A PID - MISC Agreements)

DEVELOPER:

CADG Sutton Fields, 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

[Signature Page for Sutton Fields II PID NIA #5A Reimbursement Agreement]

Attachment: Celina Sutton Fields NIA #5A 2021 - Reimbursement Agreement.pdf (Sutton Fields NIA#5A PID - MISC Agreements)

Attachment: Celina Sutton Fields NIA #5A 2021 - Release and Termination of Prior Agreements (Sutton Fields NIA#5A PID - MISC Agreements)

AFTER RECORDING RETURN TO:
CADG Sutton Fields, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RELEASE OF LANDOWNER AGREEMENT AND TERMINATION OF PRIOR AGREEMENTS

This Release of Landowner Agreement and Termination of Prior Agreements (the "Release") dated July 13, 2021, is made and entered into by and between the City of Celina, a home-rule municipality located in Denton County, Texas and Collin County, Texas (the "City") and CADG Sutton Fields, LLC, a Texas limited liability company (the "Developer").

RECITALS

A. The City established the Sutton Fields II Public Improvement District (the "District") pursuant to Resolution No. 2015-51R, adopted by the City Council of the City (the "City Council") on October 13, 2015.

B. On September 8, 2020, the City Council adopted Ordinance No. 2020-76 (the "Neighborhood Improvement Area #5A Assessment Ordinance"), pursuant to which the City Council approved and accepted the Amended and Restated Sutton Fields II Public Improvement District Service and Assessment Plan – Updated for NIA #5A, dated September 8, 2020 (the "SAP") and levied special assessments (the "Neighborhood Improvement Area #5A Assessment") against the property within Neighborhood Improvement Area #5A (as defined in the SAP) of the District, as shown on the assessment roll attached to the SAP with respect to Neighborhood Improvement Area #5A; and

C. In connection with the City's adoption of the Neighborhood Improvement Area #5A Assessment Ordinance, the City and the Developer entered into following agreements: (i) that certain Landowner Agreement having an effective date of September 8, 2020 and recorded on September 14, 2020, as Instrument Number 143108 in the Official Records of Denton County, Texas (the "Landowner Agreement"); (ii) that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #5A Reimbursement Agreement having an effective date of September 8, 2020 (the "Reimbursement Agreement"); and (iii) that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #5A Construction, Funding, and Acquisition Agreement having an effective date of September 8,

2020 (the "CFA Agreement"). The Landowner Agreement, the Reimbursement Agreement, and the CFA Agreement are collectively referred to herein as the "Prior Agreements."

D. On June 8, 2021, the City Council adopted Ordinance No. 2021-47, which ordinance approved and authorized the release of the Neighborhood Improvement Area #5A Assessment previously levied against property within Neighborhood Improvement Area #5A of the District.

E. Based on the Neighborhood Improvement Area #5A Assessment being released, the City and the Developer agree that the Prior Agreements are no longer needed and wish to terminate the Prior Agreements and release the Landowner Agreement.

RELEASE AND TERMINATION

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the City and the Developer hereby acknowledge and agree that the Prior Agreements have been terminated and are no longer of any force or effect. Accordingly, the City and the Developer hereby terminate the Prior Agreements and release the Landowner Agreement, which shall no longer have any force or effect with respect to Neighborhood Improvement Area #5A of the District. The City and the Developer further agree that this Release shall be recorded in the Official Records of Denton County, Texas, to serve as notice to third parties of the release of the Landowner Agreement and termination of the Prior Agreements.

[Remainder of page intentionally blank; signature pages follow]

Attachment: Celina Sutton Fields NIA #5A 2021 - Release and Termination of Prior Agreements (Sutton Fields NIA#5A PID - MISC Agreements)

IN WITNESS WHEREOF, the parties have executed this Release as of this the _____ day of _____, 2021.

CITY OF CELINA

By:_____
Name: Mindy Koehne, Mayor Pro-Tem

APPROVED AS TO FORM

_____
Name: _____
Title: Attorney for the City

THE STATE OF TEXAS §

COUNTY OF _____ §

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

(SEAL)

_____
Notary Public, State of Texas

Attachment: Celina Sutton Fields NIA #5A 2021 - Release and Termination of Prior Agreements (Sutton Fields NIA#5A PID - MISC Agreements)

Attachment: Celina Sutton Fields NIA #5A 2021 - Release and Termination of Prior Agreements (Sutton Fields NIA#5A PID - MISC Agreements)

DEVELOPER:

CADG Sutton Fields, 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 _____, 2021 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, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

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 13, 2021
Re:	Parks at Wilson Creek PID - Dissolution Petition

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, accepting a petition seeking the dissolution of the existing Parks at Wilson Creek Public Improvement District, and calling for a public hearing for the City Council's August 10, 2021 meeting. (Parks at Wilson Creek PID - Dissolution Petition) (Pouladi)

Background Information:
This original Public Improvement District (PID) for Parks at Wilson Creek, a proposed single-family development, was created in 2015. The applicant wishes to dissolve the original PID and create a new PID. Please refer to the attachment for additional information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommend approval of the resolution.

CITY OF CELINA, TEXAS
RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ACCEPTING A PETITION TO DISSOLVE THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT SUBJECT TO THE CREATION OF A NEW PUBLIC IMPROVEMENT DISTRICT FOR THE PARKS AT WILSON CREEK DEVELOPMENT WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA; AND CALLING FOR A PUBLIC HEARING REGARDING THE PROPOSED DISSOLUTION; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "***Act***") authorizes the creation of public improvement districts; and

WHEREAS, on August 11, 2015, the City Council (the "***City Council***") of the City of Celina, Texas (the "***City***") authorized the creation of The Parks at Wilson Creek Public Improvement District (the "***District***") by approving Resolution No. 2015-38R in accordance with the Act; and

WHEREAS, on February 14, 2017, the City Council levied assessments against benefitted property within the District by Ordinance No. 2017-13 (the "***Assessment Ordinance***") in accordance with the Act and as set forth in the "*The Parks at Wilson Creek Public Improvement District Service and Assessment Plan*, dated February 14th, 2017, attached as Exhibit A to the Assessment Ordinance (the "***Service and Assessment Plan***"); and

WHEREAS, on August 11, 2020, the City Council approved the "*The Parks at Wilson Creek Public Improvement District Annual Service Plan Update (Assessment Year 9/1/20-8/31/21)*" (the "***2021 Annual SAP Update***") as required by the Act; and

WHEREAS, the 2021 Annual SAP Update permanently reduced the assessments levied by the Assessment Ordinance to zero in accordance with the terms of the Service and Assessment Plan; and

WHEREAS, there are no assessments outstanding against the property within the District and no indebtedness related to authorized improvements within the District; and

Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

WHEREAS, on July 13, 2021, the owners of real property delivered to the City of Celina, Texas a petition (the "***Dissolution Petition***"), which is attached hereto as **Exhibit A** and is incorporated herein for all purposes, requesting the City Council dissolve the District, subject to the creation of a new public improvement district for The Parks at Wilson Creek development consisting of approximately 646.967 acres as described in that certain "*Petition for the Creation of a Public Improvement District within the City of Celina, Texas, for The Parks at Wilson Creek Development*" submitted to the City on July 13, 2021; and

WHEREAS, the Dissolution Petition was signed by: (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, as determined by the current roll of the Collin County Appraisal District, and (ii) the record owners of real property who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment within the District; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment; and

WHEREAS, as provided by Section 372.011 of the Act, the City Council may hold a public hearing on the advisability of dissolving the District in the same manner as a public hearing under Section 372.009 of the Act if a petition requesting dissolution meeting the requirements of the Act is filed in accordance with the Act; and

WHEREAS, the City Council wishes to accept the Dissolution Petition and call a public hearing on the advisability of dissolving the District subject to the creation of a new public improvement district for The Parks at Wilson Creek development.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2. City staff reviewed the Dissolution Petition and determined that the same complied with the requirements of the Act; and, the City Council accepts the Dissolution Petition. The Petition is filed in the office of the City Secretary and is available for public inspection.

Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

Section 3. The City Council calls a public hearing to be scheduled at or after 5:00 p.m. on August 10, 2021, to be held at 112 N. Colorado Street, Celina, Texas on the advisability of dissolving the District subject to creation of a new public improvement district for The Parks at Wilson Creek development. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the district, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the dissolution of the District. Following adjournment of the public hearing the City Council may dissolve the District.

Section 4. The City Council hereby authorizes and directs the City Secretary, on or before July 24, 2021, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City on July 19, 2021; and, (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls.

Section 5. If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 6. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

[*Remainder of page left blank intentionally.*]

Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

PASSED AND APPROVED THIS THE 13th DAY OF JULY, 2021.

CITY OF CELINA, TEXAS

_____

SEAN TERRY, MAYOR

ATTEST:

_____

VICKI TARRANT, CITY SECRETARY

Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

EXHIBIT A
DISSOLUTION PETITION

PETITION FOR THE DISSOLUTION OF THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF CELINA, TEXAS, SUBJECT TO THE CREATION OF A NEW PUBLIC IMPROVEMENT DISTRICT FOR THE PARKS AT WILSON CREEK DEVELOPMENT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS:

The Parks at Wilson Creek, L.P., a Texas limited partnership ("Owner"), is the owner of the approximately 700.438 acres described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the "Property") that lies within the boundaries of The Parks at Wilson Creek Public Improvement District (the "Existing District") related to the development known as "The Parks at Wilson Creek" (the "Development"). The City Council of the City of Celina, Texas (the "City") created the Existing District by Resolution No. 2015-38R adopted on August 11, 2015, pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act").

Concurrently with this petition (the "Dissolution Petition"), Owner submitted and filed with the City Secretary of the City a "Petition for the Creation of a Public Improvement District within the City of Celina, Texas, for The Parks at Wilson Creek Development", dated July 13, 2021 (the "PID Creation Petition") requesting the creation of a public improvement district related to the Development and consisting of approximately 646.967 acres of the Property as described and depicted in the exhibits to the PID Creation Petition that includes updated estimated costs for the proposed public improvements (the "New District"). Owner, pursuant to Section 372.011 of the Act and subject to the creation of the New District as described in the PID Creation Petition, hereby respectfully petitions the City, to dissolve the Existing District after a public hearing meeting the requirements of Sections 372.009 and 372.011 of the Act.

This Dissolution Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

Exhibits referenced in this Dissolution Petition are attached hereto and made a part hereof for all purposes.

[*Remainder of page left blank intentionally. Signature page follows.*]

Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

RESPECTFULLY SUBMITTED, on this the 13th day of July, 2021.

OWNER

THE PARKS AT WILSON CREEK, L.P.,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

Exhibit A
Metes and Bounds Description of the Property
(approx. 700.438 acres)

TRACT ONE: ORIGINAL PROPERTY TRACT (539.914 Acres)

Being a portion of that certain 210.066 acre and 399.849 acre lot tract or parcel of land situated in the Charles P. Rice 320 acre Survey, Abstract No. 771, J.B. Wilmeth 78 acre Survey, Abstract No. 985, J.B. Wilmeth 320 acre Survey, Abstract No. 983, the Levin Routh 640 acre Survey, Abstract No. 779 and the Samuel Queen Survey, Abstract No. 731, and being located in Collin County, Texas, and being a portion of that certain tract of land to Bennie G. Cox, Independent Executor of the Estate of Louis N. Cox, Jr., also known as L.N. Cox, by Warranty Deed Recorded in Volume 4122, Page 1182, Deed Records, Collin County, Texas, and being a portion of that certain tract of land to Bennie G. Cox, Independent Executor of the Estate of Louis N. Cox, Jr., also known as L.N. Cox, by Warranty Deed Recorded in Volume 4122, Page 1190, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a MAG Nail found for the southeast corner of said Cox tract (V4122, P1182), same being in the north line of said Cox tract (V4122, P 1190), same being the southwest corner of that certain tract of land to Estate of Moses Hubbard, a called 160.586 acre tract of land, no recording information found), same being in the approximate center of an east/west asphalt road known as County Road 92 (an undedicated right-of-way);

THENCE North 89 deg. 49 min. 15 sec. East, along the common line of said Cox tract (V4122, P1190), and along the approximate center of said County Road 92, and along said Estate of Moses Hubbard tract, a distance of 3522.33 feet to a MAG Nail set for a northeast corner of the herein described tract, same being the projection of the west fence line of that certain tract of land to Corinth Church (Cemetery) (no recording information found);

THENCE South 00 deg. 31 min. 00 sec. West, departing said County Road 92, and along said west fence line, a distance of 216.87 feet to a fence post found for the southwest corner of said Corinth Church (Cemetery) tract;

THENCE North 89 deg. 55 min. 37 sec. East, along the south fence line of said Corinth Church (Cemetery) tract, a distance of 94.21 feet to a 1/2 inch iron rod set for the most easterly northeast corner of the herein described tract, same being the most westerly northwest corner of that certain called 52.94 acre tract of land to Trustee of the Bilinda Cox Matusek Special Trust, dated June 20, 2012, as recorded in Instrument No. 20120724000891520, Official Public Records, Collin County, Texas, and recorded in Volume 1102, Page 767, said Deed Records;

THENCE South 00 deg. 06 min. 22 sec. West, along the common line of said Cox tract (V4122, P1190), and said Bilinda Cox Matusek tract, a distance of 3,197.93 feet to a 1/2 inch iron rod set with "PEISER & MANKIN SURV" red plastic cap (herein after referred to as 1 /2 inch iron rod set) for the southeast corner of the herein described tract and the remainder of said Bennie G. Cox tract, same being the southwest corner of said Bilinda Cox Matusek Special Trust tract, same being in the north line of that certain tract of land to Belknap FP, Ltd., by deed recorded in Volume 4288, Page 156, and Volume 4288, Page 162, aforesaid Deed Records;

THENCE West, along the common line of said Cox tract (V4122, P1190), and said Belknap FP tract, a distance of 3,213.06 feet to a 3/8 inch iron rod found for an angle point;

THENCE North 89 deg. 29 min. 42 sec. West, continuing along the common line of said Cox tract (V4122, P1190) and said Belknap FP tract, a distance of 2,140.47 feet to an old fence corner post found for the southwest corner of said Cox tract (V4122, P1190), same being the southeast corner of that certain tract of land to Celina/Coit Road, LLC, as recorded in Instrument No. 20080206000145430, aforesaid Official Public Records;

Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

THENCE along the common line of said Cox tract, and said Celina/Coit Road tract as follows:

North 00 deg. 06 min. 46 sec. West, a distance of 1,649.88 feet to a 1/2 inch iron rod set for an angle point;

North 54 deg. 49 min. 00 sec. East, a distance of 297.00 feet to a 1/2 inch iron rod set for an angle point;

North 00 deg. 55 min. 00 sec. East, a distance of 91.10 feet to a 1/2 inch iron rod set for an angle point, said corner being a northeast corner of said Celina/Coit Road tract;

South 89 deg. 54 min. 18 sec. East, a distance of 166.57 feet to a 1/2 inch iron rod set for an angle point, said point being in a north/south wire fence;

North 08 deg. 01 min. 31 sec. East, passing the southeast corner of that certain tract of land to A.J. McKnight, by deed recorded in Volume 5554, Page 1022, aforesaid Deed Records, and continuing along the common line of said Cox tract (V4122, P1190), and said McKnight tract, a total distance of 1,483.98 feet to a MAG Nail set in asphalt for the northwest corner of said Cox tract (V4122, P1190), same being in the south line of aforesaid Cox tract (V4122, P1182), same being in a northerly bend in aforesaid County Road 92;

THENCE along the common line of said Cox tract (V4122. P1182), and said McKnight tract (V5554, P1022) as follows:

North 08 deg. 24 min. 00 sec. East, a distance of 21.99 feet to a 1/2 inch iron rod set for an internal corner of the herein described tract and a northeast corner of said McKnight tract (V5554, P1022);

North 89 deg. 17 min. 59 sec. West, a distance of 106.69 feet to a 1/2 inch iron rod set for a southwest corner of said Cox tract (V4122, P1182), same being an internal corner of said McKnight tract (V5554, P1022);

North 06 deg. 24 min. 00 sec. West, a distance of 258.73 feet to a MAG Nail set in the approximate center of said County Road 92 (a northwesterly turn of said County Road 92), said corner being the south corner of that certain called 0.690 acre tract of land to Mrs. Guy R. Bunch, aka Vera M. Bunch, by deed recorded in Volume 840, Page 685, aforesaid Deed Records;

THENCE along the common line of said Cox tract (V4122, P1182), and said Bunch tract as follows:

North 06 deg. 23 min. 59 sec. West, departing said County Road 92, a distance of 321.67 feet to a 1/2 inch iron rod set;

North 79 deg. 59 min. 40 sec. West, a distance of 111.10 feet to a 1/2 inch iron rod set;

North 02 deg. 12 min. 00 sec. East, a distance of 33.30 feet to a 1/2 inch iron rod set for the northeast corner of said Bunch tract, same being at a westerly turn in said County Road 92;

West, passing at a distance of 1,231.08 feet a MAG Nail found in the approximate center of said County Road 92, same being the west corner of said Bunch tract, same being an angle point in the north line of aforesaid McKnight tract (V5554, P1022), and continuing along the common line of said Cox tract (V4122, P1182), and said McKnight tract (V5554, P1022), and along the approximate center of said County Road 92, a total distance of 1808.17 feet to a MAG Nail set for the southwest corner of said Cox tract (V4122, P1182), same being the intersection of the approximate center of said County Road 92 (an undedicated prescriptive public right-of-way at this point) with the approximate center of a north/south asphalt road commonly known as County Road 90 (an undedicated prescriptive public right-of-way), same being the northwest corner of said McKnight tract (V5554, P1022), same being in the east line of that certain called 61.8810 acre tract of land to A.J. McKnight and Opal A. McKnight (recording information unknown);

THENCE along the approximate center of said County Road 90 as follows:

Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

North 00 deg. 20 min. 27 sec. East, along the west line of said Cox tract (V4122, P1182), and along the east line of said McKnight tract (called 61.8810 acres), passing the northeast corner of said McKnight tract (called 61.8810 acres), and continuing a total distance of 1,042.95 feet to a MAG Nail Set for the beginning of a curve to the right, having a radius of 820.10 feet, and a delta angle of 18 deg. 41 min. 21 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 267.50 feet, and a chord bearing and distance of North 08 deg. 48 min. 32 sec. East, 266.32 feet to a MAG Nail set at the approximate intersection of said County Road 90 with the approximate centerline of an east/west asphalt road commonly known as County Road 91, said corner being the southeast end of a 45' right-of-way dedication from the centerline of said County Road 90 to the West, by Copperfield Settlement, as recorded in Cabinet N, Page 737, aforesaid Deed Records, said corner being the beginning of a curve to the left having a radius of 1090.03 feet, and a delta angle of 15 deg. 28 min. 07 sec.;

In a northeasterly direction, and along said curve to the left, an arc distance of 294.28 feet, and a chord bearing and distance of North 06 deg. 01 min. 16 sec. East, 293.39 feet to a MAG Nail set;

North 02 deg. 37 min. 59 sec. East, a distance of 867.17 feet to a MAG Nail set for the beginning of a curve to the right having a radius of 971.20 feet, and a delta angle of 10 deg. 24 min. 10 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 176.34 feet, and a chord bearing and distance of North 08 deg. 15 min. 43 sec. East, 176.09 feet to a MAG Nail set for the northwest corner of the herein described tract, same being an angle point in the south line of that certain tract of land to Willard Properties, LP, by Instrument No. 20070320000376380, Official Public Records, Collin County, Texas;

THENCE South 89 deg. 33 min. 16 sec. East, along the common line of said Cox tract (V4122, P1182), and said Willard Properties tract, a distance of 2,644.71 feet to a point in creek for the most northerly northeast corner of the herein described tract;

THENCE through the interior of said Cox tract (V4122, P1182) as follows:

South 06 deg. 56 min. 45 sec. West, 159.42 feet to a point in creek;

South 06 deg. 06 min. 28 sec. West, 131.26 feet to a point in creek;

South 04 deg. 26 min. 40 sec. East, 449.10 feet to a point in creek;

South 36 deg. 32 min. 51 sec. West, 230.27 feet to a point in creek;

South 63 deg. 49 min. 12 sec. West, 213.10 feet to a point in creek;

South 53 deg. 15 min. 53 sec. West, 244.54 feet to 1/2 inch iron rod set for an angle point;

South 24 deg. 30 min. 23 sec. West, 841.72 feet to a 1/2 inch iron rod set for an angle point;

South 05 deg. 36 min. 42 sec. West, 595.29 feet to a 1/2 inch iron rod set for the beginning of a non-tangent curve to the left having a radius of 2250.00 feet, and a delta angle of 42 deg. 31 min. 48 sec.;

In a southeasterly direction, and along said non-tangent curve to the left, passing the common line of said Cox tract (V4122, P1182) and said Cox tract (V4122, P1190), and continuing through the interior of said Cox tract (V4122, P1190), a total arc distance of 1670.15 feet, and a total chord bearing and distance of South 56 deg. 13 min. 56 sec. East, 1632.07 feet to a 1/2 inch iron rod set;

THENCE North 00 deg. 09 min. 01 sec. East, continuing through the interior of said Cox tract (V4122, P1190), a distance of 160.54 feet to the POINT OF BEGINNING and containing 539.914 acres of computed land, more or less.

Of which, approximately 14.48 acres lies within the digitally scaled floodplain, and 2.73 acres lie within County Road 90 (assuming a width of 45 feet from the centerline) and 5.25 acres lie within County Road 92 (assuming a width of 25 feet from the centerline), leaving a net area of 517.454 acres, more or less.

Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

TRACT 2: ADDITIONAL PROPERTY TRACT (160.524 Acres)

Being all that certain 160 acre lot tract or parcel of land situated in the Mary Howell Survey, Abstract No. 395, and being located in Collin County, Texas, and being that certain tract of land to Moses Hubbard, by Warranty Deed Recorded in Volume 5, Page 273, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a MAG Nail found in asphalt for the southwest corner of said Hubbard tract, same being the approximate center of an east/west asphalt road commonly known as County Road 92 (an undedicated prescriptive public right-of-way at this point), same being the northwest corner of that certain tract of land to The Parks at Wilson Creek, L.P., by deed recorded under Instrument Number 20130830001229380, Official Public Records, Collin County, Texas, same being in the east line of that certain tract of land to City of Celina, by deed recorded under Instrument Number 20130830001229430, said Official Public Records;

THENCE North 00 deg. 09 min. 01 sec. East, along the common line of said Hubbard tract and said Celina tract, a distance of 2636.62 feet to a 1/2 inch iron rod set for the Northwest corner of said Hubbard tract from which a 1/2 inch iron rod found bears North 89 deg. 18 min. 43 sec. East, 15.61 feet, same being the Southwest corner of that certain tract of land conveyed to Jerry Bob Willard and Wife, Jane Willard, by deed recorded in Volume 1337, Page 248, aforesaid Deed Records;

THENCE North 89 deg. 18 min. 43 sec. East, along the common line of said Hubbard tract and said Willard tract, a distance of 2669.84 feet to a Bois D' arc fence post found for the Northeast corner of said Hubbard tract, same being the Southeast corner of said Willard tract, same being in the West line of that certain tract of land conveyed to Charles F. Mullaney, no deed recording information found;

THENCE along the common line of said Hubbard tract and said Mullaney tract as follows:

South 03 deg. 42 min. 25 sec. West, a distance of 242.79 feet to a point for angle point;

South 02 deg. 46 min. 12 sec. West, a distance of 170.00 feet to a Bois D'arc fence post found for angle point;

South 00 deg. 54 min. 56 sec. West, a distance of 436.90 feet to a 30" Bois D'arc tree found for angle point;

South 00 deg. 31 min. 29 sec. West, a distance of 789.02 feet to a fence post found for angle point;

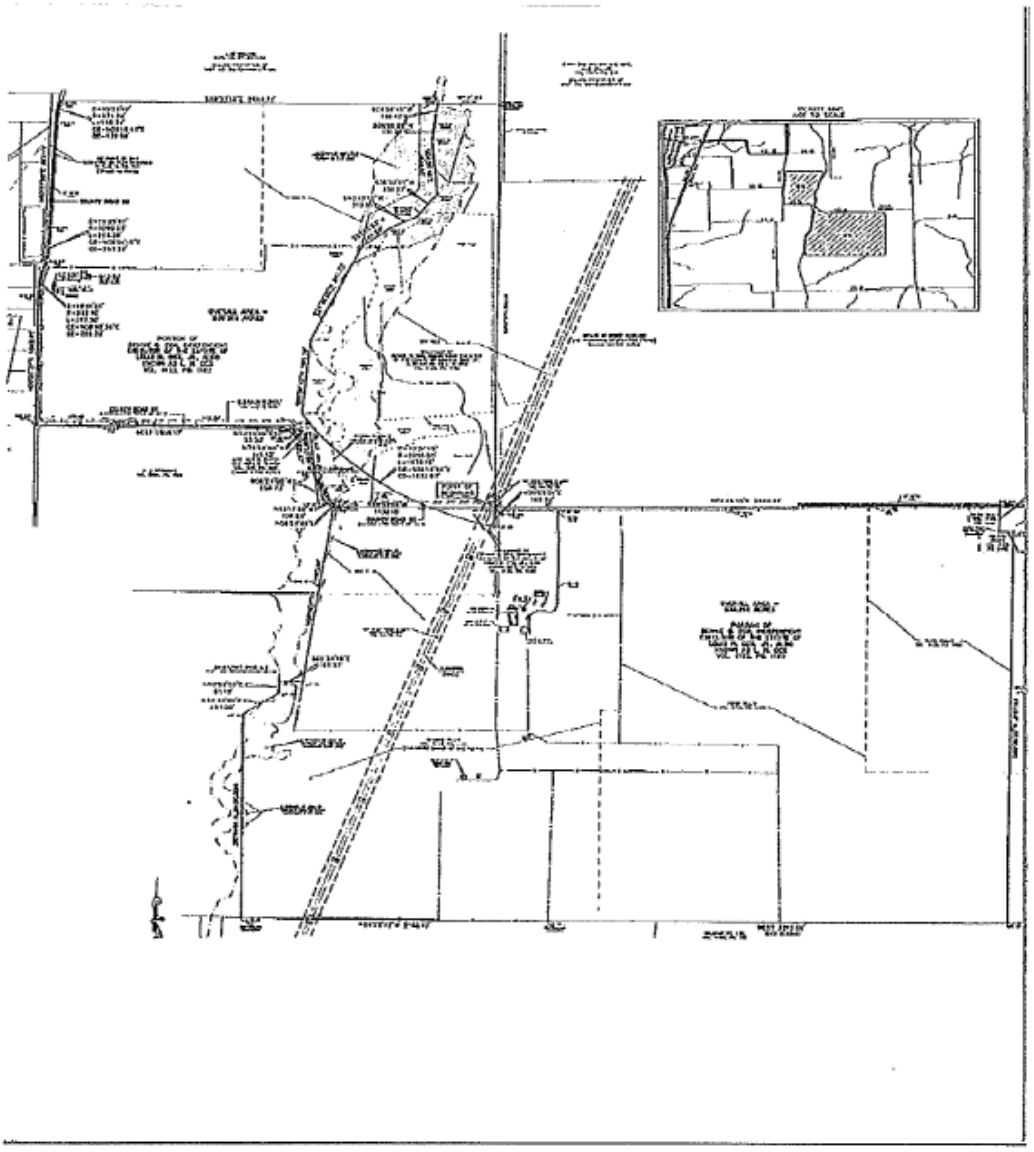
South 00 deg. 24 min. 03 sec. West, a distance of 1022.54 feet to a mag nail found in asphalt for the Southeast corner of said Hubbard tract, same being the Southwest corner of said Mullaney tract, same being in the approximate center of aforesaid County Road 92, same being in the North line of aforesaid Wilson Creek tract;

THENCE South 89 deg. 49 min. 14 sec. West, along the common line of said Hubbard tract, said Wilson Creek tract, and the approximate center of said County Road 92, a distance of 2631.30 feet to the POINT OF BEGINNING and containing 160.524 acres of computed land, more or less.

Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

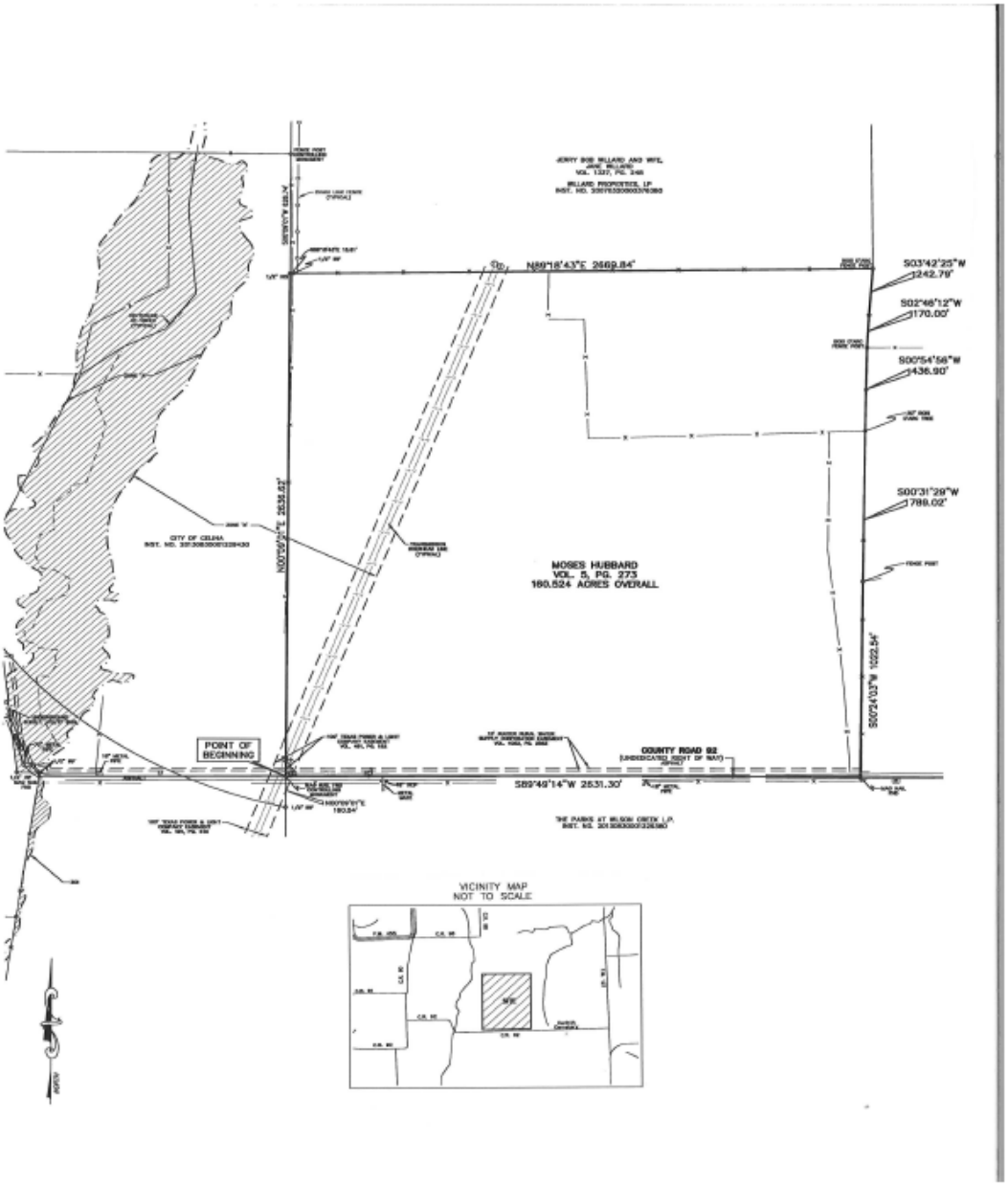
Exhibit B

Depiction of the Original Property Tract



Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

Depiction of the Additional Property Tract



Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE DISSOLUTION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Sections 372.009(c) and (d) and Section 372.011 of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Celina, Texas ("Celina"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by The Parks at Wilson Creek, L.P., a Texas limited partnership, (the "Petitioner"), requesting that Celina dissolve the existing The Parks at Wilson Creek Public Improvement District (the "District") that was created by Resolution No. 2015-38R adopted on August 11, 2015 so that Celina may create a new public improvement district for The Parks at Wilson Creek development to include the property owned by the Petitioner located wholly within the corporate limits of Celina as described in the Petition. The Petition is available for inspection during normal business hours at the City Hall of Celina, 142 N. Ohio St., Celina, Texas.

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m. on August 10, 2021 at 112 N. Colorado Street, Celina, Texas 75009.

Attachment: Draft Resolution (Parks at Wilson Creek PID - Dissolution Petition)

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 13, 2021
Re:	Parks at Wilson Creek PID - Creation Petition

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, accepting a petition seeking the creation of a new The Parks at Wilson Creek Public Improvement District, and calling for a public hearing for the City Council's August 10, 2021 meeting. (Parks at Wilson Creek PID – Creation Petition) (Pouladi)

Background Information:
This original Public Improvement District (PID) for Parks at Wilson Creek, a proposed single-family development, was created in 2015. The applicant filed a petition to dissolve the original PID and create a new PID. Please refer to the attachment for additional information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommend approval of the resolution.

CITY OF CELINA, TEXAS
RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ACCEPTING A PETITION TO CREATE THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT; CALLING FOR A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF THE THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "***Act***") authorizes the creation of public improvement districts; and

WHEREAS, on July 13, 2021, the owners of real property delivered to the City of Celina, Texas (the "***City***") a petition for the property described in Exhibit A thereto (the "***Petition***", which is attached as **Exhibit A** and incorporated herein for all purposes) meeting the requirements of the Act and indicating: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the District have executed the Petition requesting that the City Council create the The Parks at Wilson Creek Public Improvement District (the "***District***"); and

WHEREAS, the Act states that the Petition is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, the Act further requires that prior to the adoption of the resolution creating the District, the City Council must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City.

Attachment: Draft Resolution (Parks at Wilson Creek PID – Creation Petition)

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2. City staff reviewed the Petition and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

Section 3. The City Council calls a public hearing to be scheduled at or after 5:00 p.m. on August 10, 2021, to be held at 112 N. Colorado Street, Celina, Texas on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

Section 4. The City Council hereby authorizes and directs the City Secretary, on or before July 24, 2021, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City on July 19, 2021; and, (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls.

Section 5. If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 6. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

[*Remainder of page left blank intentionally.*]

Attachment: Draft Resolution (Parks at Wilson Creek PID – Creation Petition)

PASSED AND APPROVED THIS THE 13th DAY OF JULY, 2021.

CITY OF CELINA, TEXAS

_____

SEAN TERRY, MAYOR

ATTEST:

_____

VICKI TARRANT, CITY SECRETARY

Attachment: Draft Resolution (Parks at Wilson Creek PID – Creation Petition)

EXHIBIT A
PETITION FOR CREATION

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF CELINA, TEXAS, FOR THE PARKS AT WILSON CREEK DEVELOPMENT

The Parks at Wilson Creek, L.P., a Texas limited partnership (the "Owner") submitted and filed with the City Secretary of the City of Celina, Texas (the "City") a "Petition for the Dissolution of The Parks at Wilson Creek Public Improvement District within the City of Celina, Texas, Subject to the Creation of a New Public Improvement District for The Parks at Wilson Creek Development" (the "Dissolution Petition") pursuant to Section 372.011 of Chapter 372, Texas Local Government Code, as amended (the "Act"). This petition (the "Creation Petition") is submitted and filed with the City Secretary of the City by the Owner requesting that the City, subject to the dissolution of the existing The Parks at Wilson Creek Public Improvement District as requested in the Dissolution Petition and in accordance with the Act, create a new public improvement district (the "District") to include the property consisting of approximately 646.967 acres owned by the Owner and located within the corporate limits of the City and more particularly described in **Exhibit A** and depicted in **Exhibit B** (the "Property").

In support of this Petition, the Owner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (1) design, construction and other allowed costs related to perimeter and on-site street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to onsite and off-site storm drainage improvements; (3) design, construction and other allowed costs related to onsite and off-site water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a special benefit to the Property within the District; (8) costs related to special supplemental services for improvement and promotion of the District, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (9) payment of expenses incurred in the establishment, administration and operation of the District; and (10) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Attachment: Draft Resolution (Parks at Wilson Creek PID – Creation Petition)

Section 2. Estimated Cost of the Authorized Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements is $100,000,000.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy an assessment on each lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness related to the Authorized Improvements.

Section 5. Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

Section 6. Management of the District. The Owner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. Owner Requests Establishment of the District. The person signing this Petition requests the establishment of the District.

Section 8. Advisory Board. The Owner proposes that the District be established and managed without the creation of an advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

Attachment: Draft Resolution (Parks at Wilson Creek PID – Creation Petition)

RESPECTFULLY SUBMITTED, on this the 13th day of July, 2021.

OWNER

THE PARKS AT WILSON CREEK, L.P.,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

Attachment: Draft Resolution (Parks at Wilson Creek PID – Creation Petition)

Exhibit A
Legal Description of the Property
(approximately 646.967 acres)

FIELD NOTE DESCRIPTION
652.282 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731, the Charles P. Rice Survey, Abstract Number 771, the Mary Howell Survey, Abstract Number 395, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, Collin County, Texas and being all that tract of land conveyed to the City of Celina, according to the document filed of record in described in Document Number 20150918001191130, Deed Records Collin County, Texas (D.R.C.C.T.) a portion of those tracts of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20150916001178630 and Document Number 20130830001229380, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.);

THENCE North 89°55'39" East, a distance of 2644.88 feet to a point for corner;

THENCE South 6°25'40" West, a distance of 159.42 feet to a point for corner;

THENCE South 5°35'23" West, a distance of 131.26 feet to a point for corner;

THENCE South 4°57'45" East, a distance of 449.10 feet to a point for corner;

THENCE South 36°01'46" West, a distance of 230.27 feet to a point for corner;

THENCE South 63°18'07" West, a distance of 213.10 feet to a point for corner;

THENCE South 52°44'48" West, a distance of 244.54 feet to a point for corner;

THENCE South 23°59'18" West, a distance of 841.72 feet to a point for corner;

THENCE South 5°05'42" West, a distance of 595.18 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 42°32'11", a radius of 2250.00 feet, a chord bearing and distance of South 56°46'05" East, 1632.31 feet;

THENCE with said curve to the left, an arc distance of 1670.40 feet to a point for corner;

THENCE North 0°31'21" West, a distance of 160.39 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 29.02 feet to a point for corner;

THENCE North 19°32'14" East, a distance of 2818.61 feet to a point for corner;

THENCE North 88°47'20" East, a distance of 1681.37 feet to a point for corner;

THENCE South 2°52'44" West, a distance of 412.39 feet to a point for corner;

THENCE South 0°06'08" West, a distance of 2248.43 feet to a point for corner;

THENCE North 89°18'15" East, a distance of 894.18 feet to a point for corner;

THENCE South 0°02'23" East, a distance of 216.90 feet to a point for corner;

THENCE North 89°22'17" East, a distance of 94.21 feet to a point for corner;

Attachment: Draft Resolution (Parks at Wilson Creek PID – Creation Petition)

THENCE South 0°24'10" East, a distance of 3053.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°34'58", a radius of 9566.62 feet, a chord bearing and distance of North 85°39'27" West, 431.21 feet;

THENCE with said curve to the left, an arc distance of 431.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°36'34", a radius of 14829.57 feet, a chord bearing and distance of North 87°48'35" West, 1451.28 feet;

THENCE with said curve to the left, an arc distance of 1451.86 feet to a point for corner;

THENCE South 89°23'08" West, a distance of 495.31 feet to a point at the beginning of a tangent curve to the left having a central angle of 19°55'13", a radius of 4045.01 feet, a chord bearing and distance of South 79°25'28" West, 1399.27 feet;

THENCE with said curve to the left, an arc distance of 1406.35 feet to a point for corner;

THENCE South 89°59'30" West, a distance of 1600.75 feet to a point for corner;

THENCE North 0°37'42" West, a distance of 1649.41 feet to a point for corner;

THENCE North 54°15'25" East, a distance of 296.95 feet to a point for corner;

THENCE North 0°25'25" East, a distance of 91.30 feet to a point for corner;

THENCE North 89°36'07" East, a distance of 166.57 feet to a point for corner;

THENCE North 7°29'59" East, a distance of 1483.88 feet to a point for corner;

THENCE North 8°01'34" East, a distance of 22.19 feet to a point for corner;

THENCE North 89°48'37" West, a distance of 106.63 feet to a point for corner;

THENCE North 6°54'39" West, a distance of 258.73 feet to a point for corner;

THENCE North 6°55'55" West, a distance of 321.75 feet to a point for corner;

THENCE North 80°31'35" West, a distance of 111.10 feet to a point for corner;

THENCE North 1°16'35" East, a distance of 33.09 feet to a point for corner;

THENCE South 89°28'59" West, a distance of 1230.89 feet to a point for corner;

THENCE South 89°28'21" West, a distance of 577.17 feet to a point for corner;

THENCE North 0°10'48" West, a distance of 1043.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 18°41'20", a radius of 820.10 feet, a chord bearing and distance of North 8°17'17" East, 266.32 feet;

THENCE with said curve to the right, an arc distance of 267.50 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°28'07", a radius of 1090.03 feet, a chord bearing and distance of North 5°30'01" East, 293.39 feet;

THENCE with said curve to the left, an arc distance of 294.28 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 867.17 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°24'10", a radius of 971.20 feet, a chord bearing and distance of North 7°44'28" East, 176.09 feet;

THENCE with said curve to the right, an arc distance of 176.33 feet to the **POINT OF BEGINNING** and containing 652.282 acres or 28,413,384 square feet of land.

SAVE AND EXCEPT the following described 5.315 acre tract of land.

Attachment: Draft Resolution (Parks at Wilson Creek PID – Creation Petition)

SAVE AND EXCEPT:
5.315 ACRES

BEING a tract of land situated in the Samuel Queen Survey, Abstract Number 731 and the Charles P. Rice Survey, Abstract Number 771, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks at Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of this tract from which the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.) same being the northwest corner of the above described 646.9668 acre tract bears North 01°12'23" West, 738.14 feet;

THENCE North 89°55'39" East, a distance of 160.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 77°25'26", a radius of 50.00 feet, a chord bearing and distance of South 47°59'28" East, 62.54 feet;

THENCE with said curve to the left, an arc distance of 67.57 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 135.09 feet to a point for corner;

THENCE North 89°55'39" East, a distance of 361.00 feet to a point for corner;

THENCE South 0°04'15" East, a distance of 42.74 feet to a point for corner;

THENCE South 55°09'24" West, a distance of 72.90 feet to a point for corner;

THENCE South 34°50'36" East, a distance of 132.42 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 36°29'48", a radius of 275.00 feet, a chord bearing and distance of South 29°17'39" West, 172.22 feet;

THENCE with said curve to the left, an arc distance of 175.17 feet to a point for corner;

THENCE South 11°02'45" West, a distance of 5.30 feet to a point for corner;

THENCE South 55°09'33" West, a distance of 21.54 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°24'44", a radius of 1050.00 feet, a chord bearing and distance of North 86°50'35" West, 208.79 feet;

THENCE with said curve to the left, an arc distance of 209.14 feet to a point for corner;

THENCE South 87°27'03" West, a distance of 145.99 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°37'09", a radius of 940.00 feet, a chord bearing and distance of South 84°29'46" West, 124.91 feet;

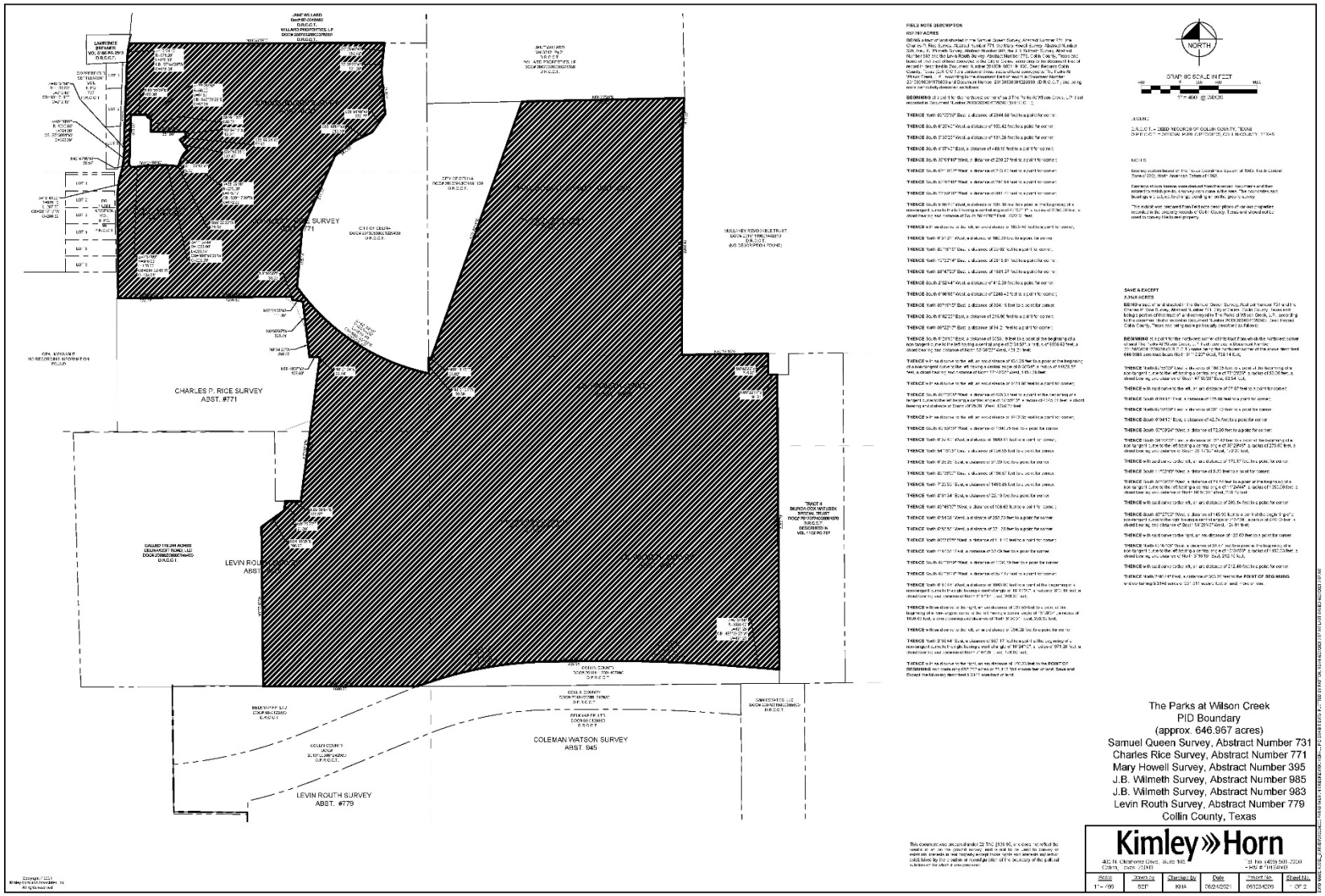
THENCE with said curve to the right, an arc distance of 125.00 feet to a point for corner;

THENCE North 40°47'05" West, a distance of 38.57 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°34'56", a radius of 1150.03 feet, a chord bearing and distance of North 3°10'19" East, 212.10 feet;

THENCE with said curve to the left, an arc distance of 212.40 feet to a point for corner;

THENCE North 2°06'44" East, a distance of 303.26 feet to the **POINT OF BEGINNING** and containing 5.315 acres or 231,511 square feet of land, more or less.

Attachment: Draft Resolution (Parks at Wilson Creek PID – Creation Petition)



Attachment: Draft Resolution (Parks at Wilson Creek PID – Creation Petition)

RESOLUTION ACCEPTING THE PARKS AT WILSON CREEK PID PETITION
Exhibit A

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING
THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Celina, Texas ("Celina"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by The Parks at Wilson Creek, L.P., a Texas limited partnership (the "Owner"), requesting that Celina create the The Parks at Wilson Creek Public Improvement District (the "District") to include property owned by the Owner.

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m. on August 10, 2021 at 112 N. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Chapter 372 of the Texas Local Government Code, as amended, that are necessary for development of the Property, which public improvements will include, but not be limited to: (1) design, construction and other allowed costs related to perimeter and on-site street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to onsite and off-site storm drainage improvements; (3) design, construction and other allowed costs related to onsite and off-site water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a special benefit to the Property within the District; (8) costs related to special supplemental services for improvement and promotion of the District, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (9) payment of expenses incurred in the establishment, administration and operation of the District; and (10) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, including eligible costs related to the establishment, administration and operation of the District and expenses associated with financing Authorized Improvements is $100,000,000.

Attachment: Draft Resolution (Parks at Wilson Creek PID – Creation Petition)

Proposed District Boundaries. The District is proposed to include approximately 646.967 acres of land generally located north of County Road 88, east of County Road 90, south of County Road 98 and west of Custer Road, and as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection during regular business hours.

Proposed Method of Assessment. Celina shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and Celina. Celina will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District property. No municipal property in the District shall be assessed. The Owner may also pay certain costs of the improvements from other funds available to it as developer of the District.

Attachment: Draft Resolution (Parks at Wilson Creek PID – Creation Petition)

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 13, 2021
Re:	Home Rule Charter Review Commission

Action Requested:
Consider and act upon a resolution appointing the Home Rule Charter Review Commission. (Tarrant)

Background Information:
This Commission will review the Home Rule Charter and forward suggested amendments to the City Council.

Board Review/Citizen Input:
N/A

Alternatives:
The City Council may serve as the Commission themselves or choose not to review the Charter at this time.

Financial Considerations:
N/A

Legal Review:

Supporting Documents:
Resolution

Staff Recommendation:

CITY OF CELINA, TEXAS

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS APPOINTING MEMBERS TO THE HOME RULE CHARTER COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, it is the desire of the City Council to form a Commission to review the City of Celina Home Rule Charter (hereinafter "Charter") and forward suggested amendments to the City Council changes, if any; and

WHEREAS, it is the desire of the City Council to appoint members to the Charter Commission; and

WHEREAS, it is the desire of the Council to issue a charge to the Commission to assist the Charter Commission in making appropriate recommendations to the City Council for consideration by the City Council; and

WHEREAS, the City Council may submit such recommendations to the voters at an election called for such purpose.

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

Section 1. That the above findings are hereby true and correct and are incorporated herein in their entirety.

Section 2. That the following shall be appointed to the Charter Commission for the purpose of making recommendations to the City Council for amendments to the Charter.

Leya Grubbs	Mercedes Gall	Dorothy Allan
Ryan Samuelson	Philip Ferguson	Joel Stevens
Michael Arani	Ryan Tubbs	Jerratt Calvert
Eddie Cawlfield	Tawnia King	Scott Goldsworth
Butch Wilson	Jason Hutchings	

Attachment: 2021 Appointment of Charter Commission (Charter Review Commission)

Section 3. That this Resolution shall become effective immediately upon approval bythe City Council of the City of Celina, Texas.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 13th day of July, 2021.

APPROVED:

CITY OF CELINA

BY: _____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

Attachment: 2021 Appointment of Charter Commission (Charter Review Commission)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kim Brawner, Executive Director of Public Services
Date:	July 13, 2021
Re:	Star Real Estate License Agreement

Action Requested:
Consider and act to authorize and execute a license agreement between the City of Celina and Star Real Estate for the occupation and usage of the City's alley adjacent to the property. (Glasgow)

Background Information:
This agreement allows Star Real Estate to occupy and use the City's alley adjacent to the property in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

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

Supporting Documents:
- Proposed Agreement

Staff Recommendation:
Staff recommends approval.

STATE OF TEXAS §
§
COUNTY OF COLLIN §

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement (the "**Agreement**") is entered into this _____ day _____ of 20___ by and between the City of Celina, Texas (the "**City**") and Star Real Estate (the "**Licensee**").

RECITALS:

WHEREAS, the City is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

WHEREAS, under Section 311.001 of the Texas Transportation Code, the City has exclusive control over and under the streets and alleys of the municipality; and

WHEREAS, the City owns certain downtown real property, specifically a public alley (the "**Alley**") generally depicted in **Exhibit A**, attached hereto and incorporated herein, behind and adjacent to the property of Licensee; and

WHEREAS, Licensee owns property that is adjacent to the Alley and is described as Celina Original Donation, Block 6, Lot 9A, and generally located at 236 W. Pecan St., Celina, Texas (the "**Property**"), depicted in **Exhibit C**, attached hereto and incorporated herein; and

WHEREAS, the City desires to develop a portion of the Property into public pedestrian space in a manner depicted in **Exhibit B**, attached hereto and incorporated herein (the "**Improvements**); and

WHEREAS, the City and Licensee desire to enter into this Agreement to permit Licensee to utilize the Alley in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way; and

WHEREAS, the City agrees that it will install the Improvements at no cost to Licensee, and that after the Improvements are installed, the City will own and perpetually maintain the Improvements (including, but not necessarily limited to, concrete paving, artificial turf, irrigation, landscaping, and electrical power distribution line) to ensure that the Improvements remain in good shape and are ascetically pleasing.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars ($10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Licensee do hereby agree as follows:

Attachment: Star Real Estate- Dwain Gray-Signed 7.2.2021 (Star Real Estate License Agreement)

AGREEMENT:

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.

2. Grant of license. The City does hereby grant to Licensee a revocable, non-exclusive license to occupy that portion of the Alley adjacent to each Licensee' structure, as shown in Exhibit A. Licensee shall occupy this area in full compliance at all times with all of the following conditions:

(a) Licensee shall maintain an ADA accessible pathway within the Improvements;
(b) No use of the Alley or the Improvements is permitted except as provided in this Agreement;
(c) Licensee may use the Improvements only as permitted by City ordinances, including those related to the sale of alcohol, if applicable; and
(d) Licensee shall provide written notice, in accordance with Section 12(d), within 24 hours of Licensee' observation of a defect in the fence or any other condition in the Alley that might pose a danger or harm to the public or persons occupying or passing through the Alley. If such defect is the result of Licensee' use of the Improvements, Licensee shall reimburse the City for the cost of repair.

3. Installation, Ownership and Maintenance of Improvements. City shall install Improvements within the Alley at no cost to the Licensee. The improvements include, but are not limited to, upgrading existing water distribution main, sanitary sewer main, underground electrical power distribution line from transformer to electrical meter, drainage, reconnecting water and sewer services, landscaping, irrigation, and hardscape. Once the Improvements are constructed ownership of the Improvements shall remain with the City, and the City shall maintain the Improvements to ensure that the Improvements remain in good shape and are aesthetically pleasing. Licensee shall be responsible for any purchase and maintenance of furniture in any applicable private patio spaces within the Property. The Licensee specifically acknowledge that this Agreement does not provide exclusive rights to improve the Alley.

4. Term/Consideration. This Agreement and the revocable license granted herein shall automatically renew annually, subject to termination as set forth in Section 11 hereof. The consideration to be paid by the Licensee to the City for the License and privilege granted by this Agreement shall be Ten Dollars ($10.00), receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.

5. Non-exclusive license. This revocable license is not exclusive, and is subject and subordinate to: (a) the right of the City to use the Alley for any purpose; (b) any existing utility, drainage or communication facility located in, on, under or upon the Alley; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City; and (e) the terms and conditions of this Agreement.

6. Environmental Protection. To the extent such regulations are applicable, Licensee shall not use or permit the use of the Alley for any purpose that may be in violation of any laws of the

Attachment: Star Real Estate- Dwain Gray-Signed 7.2.2021 (Star Real Estate License Agreement)

State of Texas or ordinances of the City. Licensee warrants that the permitted use of the Alley will not result in the disposal or other release of any hazardous substance or solid waste on or to the Alley, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Alley. Licensee shall indemnify and hold City harmless against all costs, environmental clean up to the Alley and surrounding area resulting from Licensee' use of the Alley under this Agreement.

7. **Duration of License.** This Agreement shall terminate and be of no further force and effect in the event Licensee discontinues or abandons the use of the Improvements or in the event City removes the Improvements from the Alley or upon termination by City, whichever event first occurs; or, in the event that City abandons the Alley, then this Agreement shall be of no further effect.

8. **INDEMNITY. LICENSEE SHALL INDEMNIFY THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF LICENSEE, THEIR OFFICERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT AND ANY ACT OR OMISSION OF THE CITY, SPECIFICALLY INCLUDING THE CITY'S NEGLIGENCE.**

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LICENSE AGREEMENT.

9. **Termination.** This License may be terminated:

(a) By the City:

(i) in the event Licensee fails to comply with any of the terms of this Agreement within ten (10) days after receipt of notice by Licensee from the City of such failure to comply;

(ii) in the event Licensee discontinues or abandons the use of the public rights-of-way for the purposes set forth herein;

(iii) at any time upon thirty (30) days' written notice by the City to Licensee; or

(iv) at such time as Licensee no longer maintains the Improvements within thirty (30) days after receipt of notice by Licensee from the City of such failure to maintain the Improvements.

(b) At any time by Licensee upon thirty (30) days' written notice by Licensee to the City.

Attachment: Star Real Estate- Dwain Gray-Signed 7.2.2021 (Star Real Estate License Agreement)

(c) At such time as this Agreement may be terminated for any reason whatsoever, City may cause the Improvements to be removed or relocated in the Alley and shall restore such Alley to substantially the condition prior to installation of the Improvements at Licensee's sole expense.

10. Miscellaneous.

(a) Compliance with laws. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over Licensee and the Improvements.

(b) Assignment. The rights, duties and responsibilities hereunder shall not be assigned, conveyed or otherwise transferred by Licensee without the prior written consent of the City.

(c) Force Majeure. In the event either the City or Licensee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, pandemics, epidemics, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

(d) Notices. Any notice provided for herein shall be given by written instrument, personally delivered or sent by certified mail, return receipt requested, and addressed to:

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
6371 Preston Road, Suite 200
Frisco, Texas 75034
Telephone: (972) 668-6400
Facsimile: (972) 668-6414
Email: Julie@txmunicipallaw.com

Attachment: Star Real Estate- Dwain Gray-Signed 7.2.2021 (Star Real Estate License Agreement)

To the Licensee: Jarrell Dwain Gray and Susan Kay
Dba Star Real Estate
PO Box 1537
Celina, TX 75009
Telephone:
Email:

(e) Governing Law; Venue. This License Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this License Agreement are performable in the county where the Alley is located. Venue for any action under this License Agreement shall be in the county where the Alley is located.

(f) Legal Construction. In case any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the License Agreement, and this License Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this License Agreement.

(g) Entire Agreement. This License Agreement represents the entire and integrated agreement between the City and Licensee relative to the Alley and Improvements and the Agreement as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

(h) Exhibits. The exhibits attached to this Agreement are incorporated herein by reference.

(i) Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City and Licensee.

(j) Authority to execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this License Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(k) Recitals. The recitals to this Agreement are incorporated herein by reference.

(l) Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide

Attachment: Star Real Estate- Dwain Gray-Signed 7.2.2021 (Star Real Estate License Agreement)

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by **Jason Laumer**, **City Manager** of the City of Celina, Texas, on behalf of said City.

(SEAL)

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 2 day of July, 2021, by Dwain Gray, Owner of the Licensee, on behalf of said group.

(SEAL) _____
Notary Public in and for
the State of Texas

JUDY CARLSTROM
Notary Public, State of Texas
My Commission Expires
January 17, 2024
NOTARY ID 13231858-9

After recording, return to:
Vicki Tarrant, City Secretary
City of Celina
142 North Ohio Street
Celina, TX 75009

Attachment: Star Real Estate- Dwain Gray-Signed 7.2.2021 (Star Real Estate License Agreement)

by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

EXECUTED at Collin County, Texas on the day and year first written above.

CITY OF CELINA, TEXAS

By:_____
Jason Laumer, City Manager

ATTEST:

By:_____
Vicki Tarrant, City Secretary

LICENSEE:

By:_____
Name:
Title: Owner 7/2/21

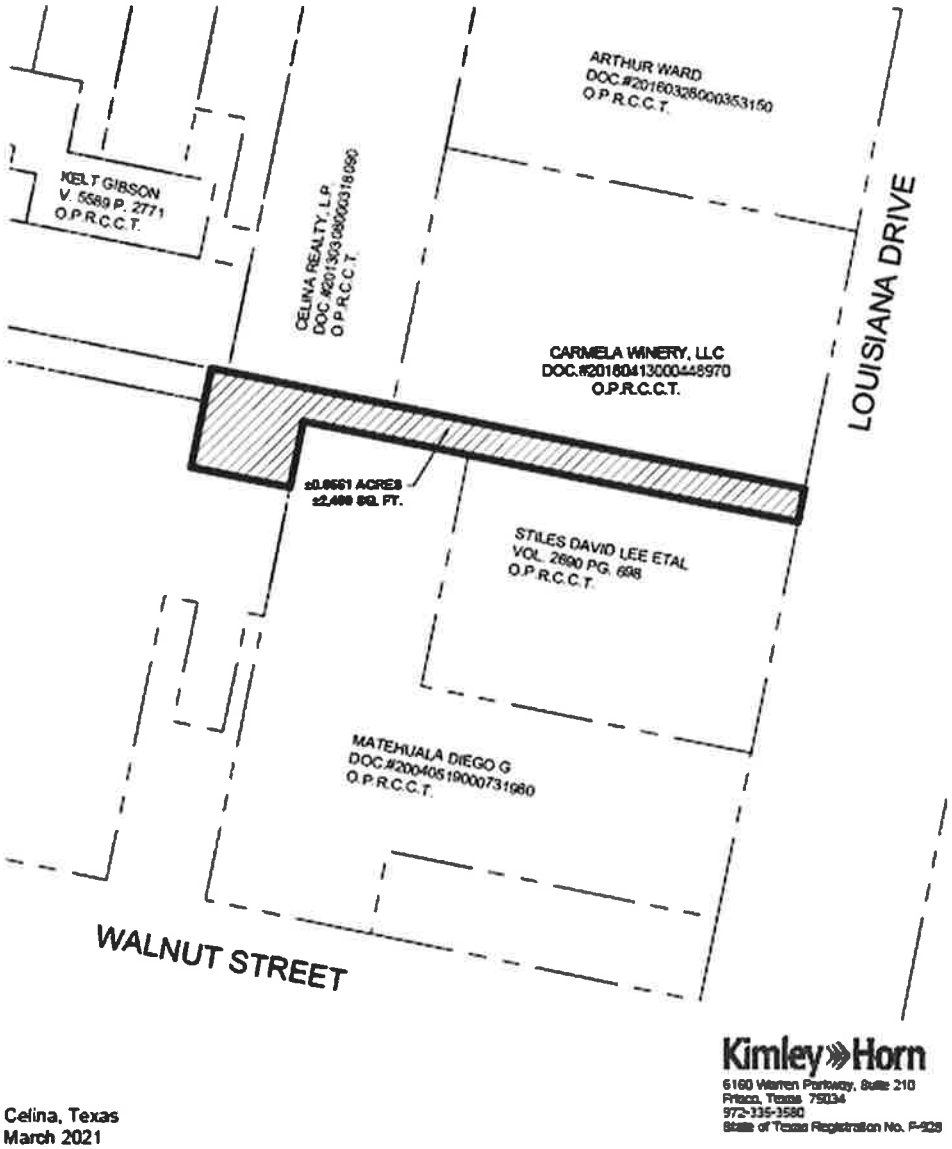
ATTEST:

By:_____
Name:
Title:

Attachment: Star Real Estate- Dwain Gray-Signed 7.2.2021 (Star Real Estate License Agreement)

EXHIBIT A
Depiction of Alley

EXHIBIT A

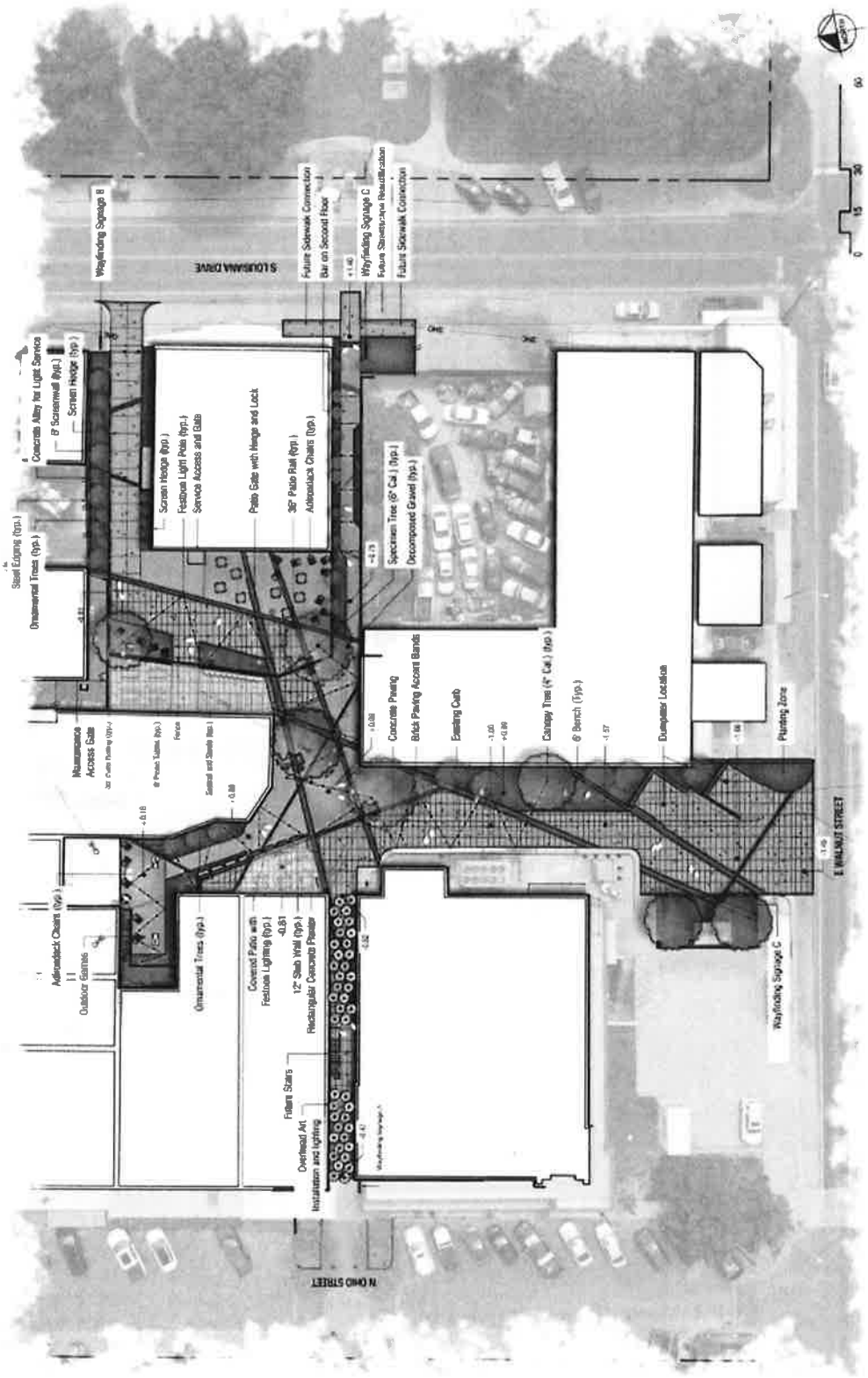


Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

Celina, Texas
March 2021

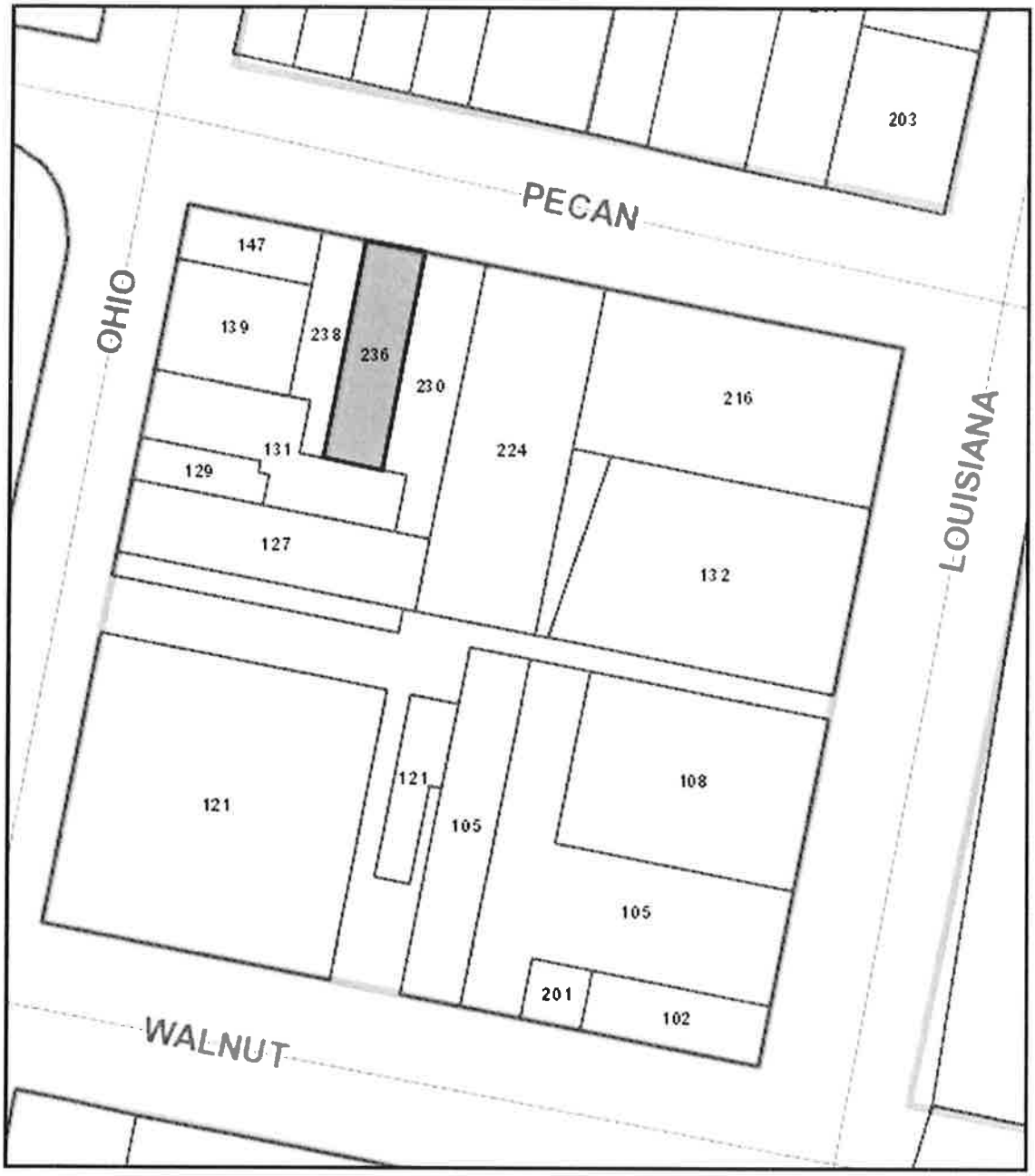
Attachment: Star Real Estate- Dwain Gray-Signed 7.2.2021 (Star Real Estate License Agreement)

EXHIBIT B
The Improvements



Attachment: Star Real Estate- Dwain Gray-Signed 7.2.2021 (Star Real Estate License Agreement)

EXHIBIT C
The Property



Attachment: Star Real Estate- Dwain Gray-Signed 7.2.2021 (Star Real Estate License Agreement)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kim Brawner, Executive Director of Public Services
Date:	July 13, 2021
Re:	ABS Ward Real Estate License Agreement

Action Requested:
Consider and act to authorize and execute a license agreement between the City of Celina and ABS Ward Real Estate for the occupation and usage of the City's alley adjacent to the property. (Glasgow)

Background Information:
This agreement allows ABS Ward Real Estate to occupy and use the City's alley adjacent to the property in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

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

Supporting Documents:
- Proposed Agreement

Staff Recommendation:
Staff recommends approval.

STATE OF TEXAS §
§
COUNTY OF COLLIN §

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement (the "**Agreement**") is entered into this _____ day _____ of 20___ by and between the City of Celina, Texas (the "**City**") and ABS Ward Real Estate Group, LP (the "**Licensee**").

RECITALS:

WHEREAS, the City is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

WHEREAS, under Section 311.001 of the Texas Transportation Code, the City has exclusive control over and under the streets and alleys of the municipality; and

WHEREAS, the City owns certain downtown real property, specifically a public alley (the "**Alley**") generally depicted in **Exhibit A**, attached hereto and incorporated herein, behind and adjacent to the property of Licensee; and

WHEREAS, Licensee owns property that is adjacent to the Alley and is described as Celina Original Donation, Block 6, Lot 1A, 2A, 3A, 4A and 5A and generally located at 216 W. Pecan St., Celina, Texas (the "**Property**"), depicted in **Exhibit C**, attached hereto and incorporated herein; and

WHEREAS, the City desires to develop a portion of the Property into public pedestrian space in a manner depicted in **Exhibit B**, attached hereto and incorporated herein (the "**Improvements**); and

WHEREAS, the City and Licensee desire to enter into this Agreement to permit Licensee to utilize the Alley in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way; and

WHEREAS, the City agrees that it will install the Improvements at no cost to Licensee, and that after the Improvements are installed, the City will own and perpetually maintain the Improvements (including, but not necessarily limited to, concrete paving, artificial turf, irrigation, landscaping, and electrical power distribution line) to ensure that the Improvements remain in good shape and are ascetically pleasing.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars ($10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Licensee do hereby agree as follows:

Attachment: ABS Ward Real Estate Group LO- Scott Ward 7.7.2021 (ABS Ward Real Estate License Agreement)

AGREEMENT:

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.

2. Grant of license. The City does hereby grant to Licensee a revocable, non-exclusive license to occupy that portion of the Alley adjacent to each Licensee' structure, as shown in Exhibit A. Licensee shall occupy this area in full compliance at all times with all of the following conditions:

(a) Licensee shall maintain an ADA accessible pathway within the Improvements:
(b) No use of the Alley or the Improvements is permitted except as provided in this Agreement;
(c) Licensee may use the Improvements only as permitted by City ordinances, including those related to the sale of alcohol, if applicable; and
(d) Licensee shall provide written notice, in accordance with Section 12(d), within 24 hours of Licensee' observation of a defect in the fence or any other condition in the Alley that might pose a danger or harm to the public or persons occupying or passing through the Alley. If such defect is the result of Licensee' use of the Improvements, Licensee shall reimburse the City for the cost of repair.

3. Installation, Ownership and Maintenance of Improvements. City shall install Improvements within the Alley at no cost to the Licensee. The improvements include, but are not limited to, upgrading existing water distribution main, sanitary sewer main, underground electrical power distribution line from transformer to electrical meter, drainage, reconnecting water and sewer services, landscaping, irrigation, and hardscape. Once the Improvements are constructed ownership of the Improvements shall remain with the City, and the City shall maintain the Improvements to ensure that the Improvements remain in good shape and are aesthetically pleasing. Licensee shall be responsible for any purchase and maintenance of furniture in any applicable private patio spaces within the Property. The Licensee specifically acknowledge that this Agreement does not provide exclusive rights to improve the Alley.

4. Term/Consideration. This Agreement and the revocable license granted herein shall automatically renew annually, subject to termination as set forth in Section 11 hereof. The consideration to be paid by the Licensee to the City for the License and privilege granted by this Agreement shall be Ten Dollars ($10.00), receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.

5. Non-exclusive license. This revocable license is not exclusive, and is subject and subordinate to: (a) the right of the City to use the Alley for any purpose; (b) any existing utility, drainage or communication facility located in, on, under or upon the Alley; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City; and (e) the terms and conditions of this Agreement.

Attachment: ABS Ward Real Estate Group LO- Scott Ward 7.7.2021 (ABS Ward Real Estate License Agreement)

6. **Environmental Protection.** To the extent such regulations are applicable, Licensee shall not use or permit the use of the Alley for any purpose that may be in violation of any laws of the State of Texas or ordinances of the City. Licensee warrants that the permitted use of the Alley will not result in the disposal or other release of any hazardous substance or solid waste on or to the Alley, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Alley. Licensee shall indemnify and hold City harmless against all costs, environmental clean up to the Alley and surrounding area resulting from Licensee' use of the Alley under this Agreement.

7. **Duration of License.** This Agreement shall terminate and be of no further force and effect in the event Licensee discontinues or abandons the use of the Improvements or in the event City removes the Improvements from the Alley or upon termination by City, whichever event first occurs; or, in the event that City abandons the Alley, then this Agreement shall be of no further effect.

8. **INDEMNITY. LICENSEE SHALL INDEMNIFY THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF LICENSEE, THEIR OFFICERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT AND ANY ACT OR OMISSION OF THE CITY, SPECIFICALLY INCLUDING THE CITY'S NEGLIGENCE.**

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LICENSE AGREEMENT.

9. **Termination.** This License may be terminated:

(a) By the City:

(i) in the event Licensee fails to comply with any of the terms of this Agreement within ten (10) days after receipt of notice by Licensee from the City of such failure to comply;

(ii) in the event Licensee discontinues or abandons the use of the public rights-of-way for the purposes set forth herein;

(iii) at any time upon thirty (30) days' written notice by the City to Licensee; or

(iv) at such time as Licensee no longer maintains the Improvements within thirty (30) days after receipt of notice by Licensee from the City of such failure to maintain the Improvements.

Attachment: ABS Ward Real Estate Group LO- Scott Ward 7.7.2021 (ABS Ward Real Estate License Agreement)

(b) At any time by Licensee upon thirty (30) days' written notice by Licensee to the City.

(c) At such time as this Agreement may be terminated for any reason whatsoever, City may cause the Improvements to be removed or relocated in the Alley and shall restore such Alley to substantially the condition prior to installation of the Improvements at Licensee's sole expense.

10. Miscellaneous.

(a) Compliance with laws. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over Licensee and the Improvements.

(b) Assignment. The rights, duties and responsibilities hereunder shall not be assigned, conveyed or otherwise transferred by Licensee without the prior written consent of the City.

(c) Force Majeure. In the event either the City or Licensee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, pandemics, epidemics, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

(d) Notices. Any notice provided for herein shall be given by written instrument, personally delivered or sent by certified mail, return receipt requested, and addressed to:

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
6371 Preston Road, Suite 200
Frisco, Texas 75034
Telephone: (972) 668-6400
Facsimile: (972) 668-6414
Email: Julie@txmunicipallaw.com

Attachment: ABS Ward Real Estate Group LO- Scott Ward 7.7.2021 (ABS Ward Real Estate License Agreement)

To the Licensee: Michael Scott Ward
ABS Ward Real Estate Group, LP
216 W. Pecan St.
Celina, TX 75009
Telephone: _____
Email: _____

(e) Governing Law; Venue. This License Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this License Agreement are performable in the county where the Alley is located. Venue for any action under this License Agreement shall be in the county where the Alley is located.

(f) Legal Construction. In case any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the License Agreement, and this License Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this License Agreement.

(g) Entire Agreement. This License Agreement represents the entire and integrated agreement between the City and Licensee relative to the Alley and Improvements and the Agreement as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

(h) Exhibits. The exhibits attached to this Agreement are incorporated herein by reference.

(i) Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City and Licensee.

(j) Authority to execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this License Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(k) Recitals. The recitals to this Agreement are incorporated herein by reference.

(l) Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide

Attachment: ABS Ward Real Estate Group LO- Scott Ward 7.7.2021 (ABS Ward Real Estate License Agreement)

by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

EXECUTED at Collin County, Texas on the day and year first written above.

CITY OF CELINA, TEXAS

By:_____
Jason Laumer, City Manager

ATTEST:

By:_____
Vicki Tarrant, City Secretary

LICENSEE:

By: Scott Ward
Name: Scott Ward
Title: President ABS Ward Real Est. L.

ATTEST:

By:_____
Name:
Title:

Attachment: ABS Ward Real Estate Group LO- Scott Ward 7.7.2021 (ABS Ward Real Estate License Agreement)

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by **Jason Laumer**, **City Manager** of the City of Celina, Texas, on behalf of said City.

(SEAL)

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____, _____ of the Licensee, on behalf of said group.

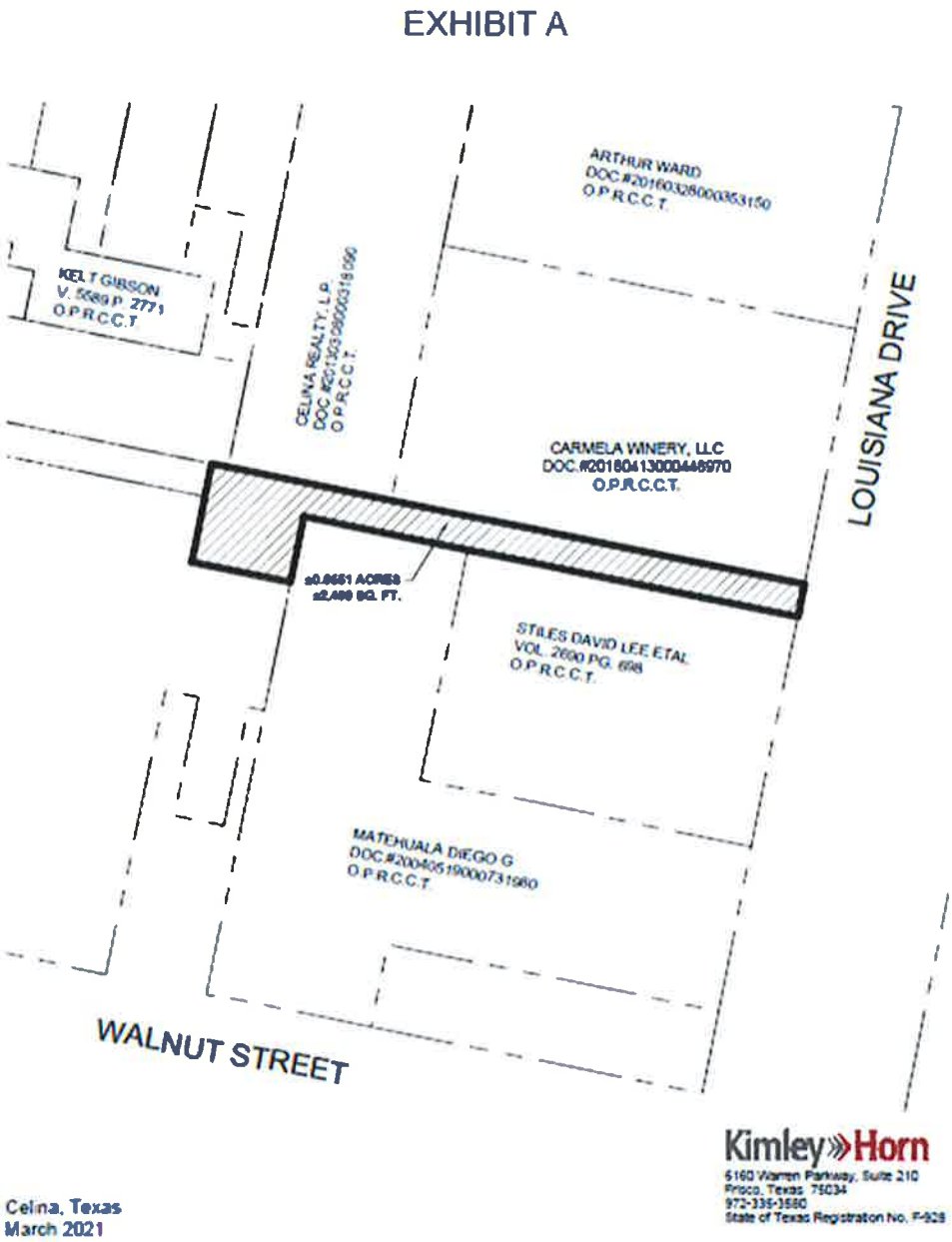
(SEAL)

_____
Notary Public in and for
the State of Texas

After recording, return to:
Vicki Tarrant, City Secretary
City of Celina
142 North Ohio Street
Celina, TX 75009

Attachment: ABS Ward Real Estate Group LO- Scott Ward 7.7.2021 (ABS Ward Real Estate License Agreement)

EXHIBIT A
Depiction of Alley

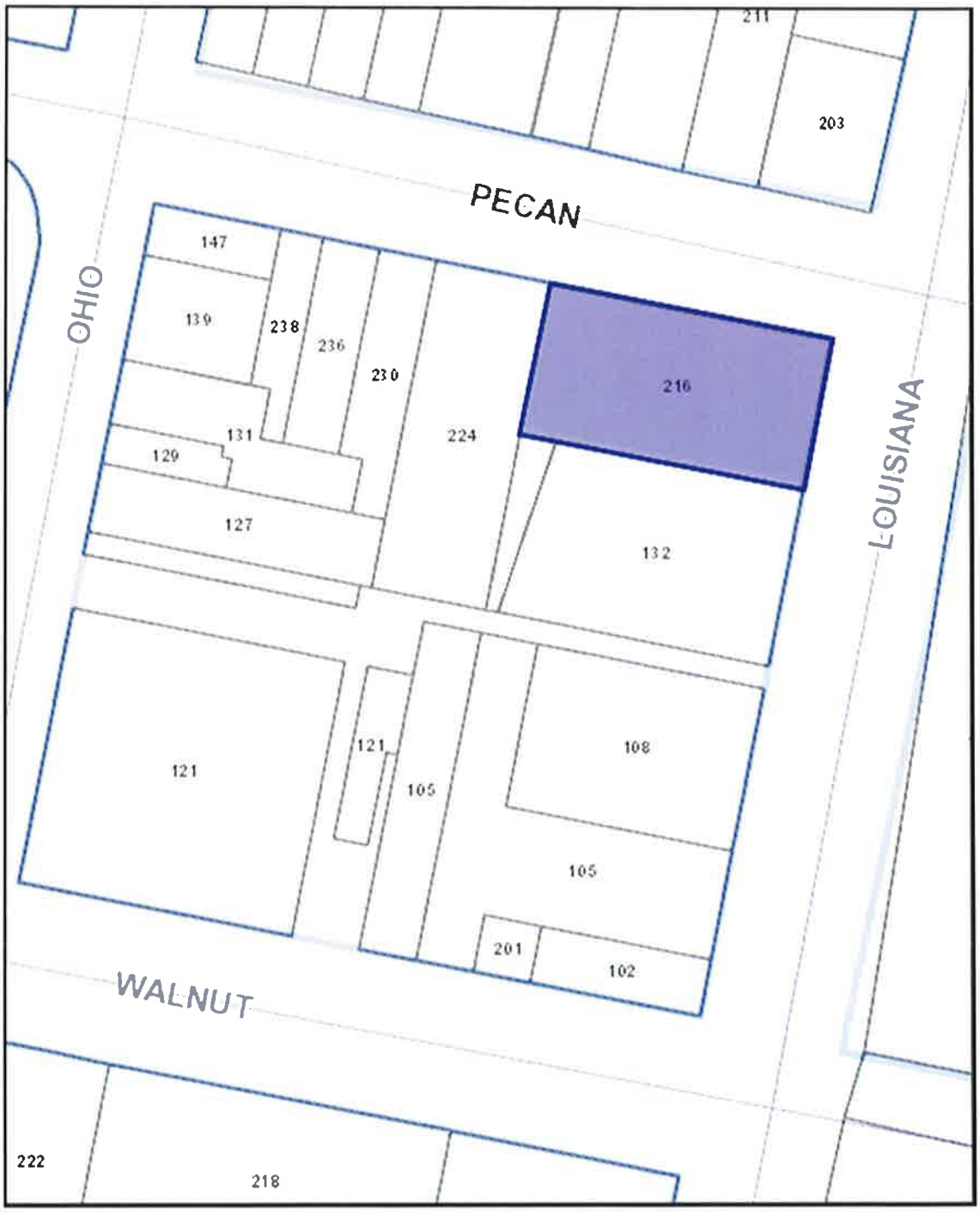


Attachment: ABS Ward Real Estate Group LO- Scott Ward 7.7.2021 (ABS Ward Real Estate License Agreement)

EXHIBIT B
The Improvements

Attachment: ABS Ward Real Estate Group LO- Scott Ward 7.7.2021 (ABS Ward Real Estate License Agreement)

EXHIBIT C
The Property



Attachment: ABS Ward Real Estate Group LO- Scott Ward 7.7.2021 (ABS Ward Real Estate License Agreement)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kim Brawner, Executive Director of Public Services
Date:	July 13, 2021
Re:	Kelt and Christy Gibson License Agreement

Action Requested:
Consider and act to authorize and execute a license agreement between the City of Celina and Kelt and Christy Gibson for the occupation and usage of the City's alley adjacent to the property. (Glasgow)

Background Information:
This agreement allows Kelt and Christy Gibson to occupy and use the City's alley adjacent to the property in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

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

Supporting Documents:
- Proposed Agreement

Staff Recommendation:
Staff recommends approval.

STATE OF TEXAS §
§ **REVOCABLE LICENSE AGREEMENT**
COUNTY OF COLLIN §

This Revocable License Agreement (the "**Agreement**") is entered into this _____ day _____ of 20___ by and between the City of Celina, Texas (the "**City**") and Gibson, Kelt & Christy (the "**Licensee**").

RECITALS:

WHEREAS, the City is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

WHEREAS, under Section 311.001 of the Texas Transportation Code, the City has exclusive control over and under the streets and alleys of the municipality; and

WHEREAS, the City owns certain downtown real property, specifically a public alley (the "**Alley**") generally depicted in **Exhibit A**, attached hereto and incorporated herein, behind and adjacent to the property of Licensee; and

WHEREAS, Licensee owns property that is adjacent to the Alley and is described as Celina Original Donation, Block 6, Lots 8C, 8D, 9C, 9D, 10C, 10D and 13A, and generally located at 131 N. Ohio St., Celina, Texas (the "**Property**"), depicted in **Exhibit C**, attached hereto and incorporated herein; and

WHEREAS, the City desires to develop a portion of the Property into public pedestrian space in a manner depicted in **Exhibit B**, attached hereto and incorporated herein (the "**Improvements**); and

WHEREAS, the City and Licensee desire to enter into this Agreement to permit Licensee to utilize the Alley in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way; and

WHEREAS, , the City agrees that it will install the Improvements at no cost to Licensee, and that after the Improvements are installed, the City will own and perpetually maintain the Improvements (including, but not necessarily limited to, concrete paving, artificial turf, irrigation, landscaping, and electrical power distribution line) to ensure that the Improvements remain in good shape and are ascetically pleasing.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars ($10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Licensee do hereby agree as follows:

Attachment: Gibson Kelt & Christy Downtown Alley-Patio License Agr MFM 6.29.21 (Kelt and Christy Gibson License Agreement)

AGREEMENT:

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.

2. Grant of license. The City does hereby grant to Licensee a revocable, non-exclusive license to occupy that portion of the Alley adjacent to each Licensee' structure, as shown in Exhibit A. Licensee shall occupy this area in full compliance at all times with all of the following conditions:

(a) Licensee shall maintain an ADA accessible pathway within the Improvements;
(b) No use of the Alley or the Improvements is permitted except as provided in this Agreement;
(c) Licensee may use the Improvements only as permitted by City ordinances, including those related to the sale of alcohol, if applicable; and
(d) Licensee shall provide written notice, in accordance with Section 12(d), within 24 hours of Licensee' observation of a defect in the fenceor any other condition in the Alley that might pose a danger or harm to the public or persons occupying or passing through the Alley. If such defect is the result of Licensee' use of the Improvements, Licensee shall reimburse the City for the cost of repair.

3. Installation, Ownership and Maintenance of Improvements. City shall install Improvements within the Alley at no cost to the Licensee. The improvements include, but are not limited to, upgrading existing water distribution main, sanitary sewer main, underground electrical power distribution line from transformer to electrical meter, drainage, reconnecting water and sewer services, landscaping, irrigation, and hardscape. Once the Improvements are constructedownership of the Improvements shall remain with the City, and the City shall maintain the Improvements to ensure that the Improvements remain in good shape and are aesthetically pleasing. Licensee shall be responsible for any purchase and maintenance of furniture in any applicable private patio spaces within the Property. The Licensee specifically acknowledge that this Agreement does not provide exclusive rights to improve the Alley.

4. Term/Consideration. This Agreement and the revocable license granted herein shall automatically renew annually, subject to termination as set forth in Section 11 hereof. The consideration to be paid by the Licensee to the City for the License and privilege granted by this Agreement shall be Ten Dollars ($10.00), receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.

5. Non-exclusive license. This revocable license is not exclusive, and is subject and subordinate to: (a) the right of the City to use the Alley for any purpose; (b) any existing utility, drainage or communication facility located in, on, under or upon the Alley; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City; and (e) the terms and conditions of this Agreement.

6. Environmental Protection. To the extent such regulations are applicable, Licensee shall not use or permit the use of the Alley for any purpose that may be in violation of any laws of the

Attachment: Gibson Kelt & Christy Downtown Alley-Patio License Agr MFM 6.29.21 (Kelt and Christy Gibson License Agreement)

State of Texas or ordinances of the City. Licensee warrants that the permitted use of the Alley will not result in the disposal or other release of any hazardous substance or solid waste on or to the Alley, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Alley. Licensee shall indemnify and hold City harmless against all costs, environmental clean up to the Alley and surrounding area resulting from Licensee' use of the Alley under this Agreement.

7. Duration of License. This Agreement shall terminate and be of no further force and effect in the event Licensee discontinues or abandons the use of the Improvements or in the event City removes the Improvements from the Alley or upon termination by City, whichever event first occurs; or, in the event that City abandons the Alley, then this Agreement shall be of no further effect

8. INDEMNITY. LICENSEE SHALL INDEMNIFY THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF LICENSEE, THEIR OFFICERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT AND ANY ACT OR OMISSION OF THE CITY, SPECIFICALLY INCLUDING THE CITY'S NEGLIGENCE.

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LICENSE AGREEMENT.

9. Termination. This License may be terminated:

(a) By the City:

(i) in the event Licensee fails to comply with any of the terms of this Agreement within ten (10) days after receipt of notice by Licensee from the City of such failure to comply;

(ii) in the event Licensee discontinues or abandons the use of the public rights-of-way for the purposes set forth herein;

(iii) at any time upon thirty (30) days' written notice by the City to Licensee; or

(iv) at such time as Licensee no longer maintains the Improvements within thirty (30) days after receipt of notice by Licensee from the City of such failure to maintain the Improvements.

(b) At any time by Licensee upon thirty (30) days' written notice by Licensee to the City.

Attachment: Gibson Kelt & Christy Downtown Alley-Patio License Agr MFM 6.29.21 (Kelt and Christy Gibson License Agreement)

(c) At such time as this Agreement may be terminated for any reason whatsoever, City may cause the Improvements to be removed or relocated in the Alley and shall restore such Alley to substantially the condition prior to installation of the Improvements at Licensee's sole expense.

10. Miscellaneous.

(a) Compliance with laws. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over Licensee and the Improvements.

(b) Assignment. The rights, duties and responsibilities hereunder shall not be assigned, conveyed or otherwise transferred by Licensee without the prior written consent of the City.

(c) Force Majeure. In the event either the City or Licensee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, pandemics, epidemics, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

(d) Notices. Any notice provided for herein shall be given by written instrument, personally delivered or sent by certified mail, return receipt requested, and addressed to:

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
6371 Preston Road, Suite 200
Frisco, Texas 75034
Telephone: (972) 668-6400
Facsimile: (972) 668-6414
Email: Julie@txmunicipallaw.com

Attachment: Gibson Kelt & Christy Downtown Alley-Patio License Agr MFM 6.29.21 (Kelt and Christy Gibson License Agreement)

To the Licensee: Gibson Kelt & Christy
Dba Christy G's Salon & Spa
131 North Ohio Street
Celina, TX 75009
Telephone: (972) 382-1159
Telephone: (903) 814-2061
Email: christygsalon@yahoo.com

(e) Governing Law; Venue. This License Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this License Agreement are performable in the county where the Alley is located. Venue for any action under this License Agreement shall be in the county where the Alley is located.

(f) Legal Construction. In case any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the License Agreement, and this License Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this License Agreement.

(g) Entire Agreement. This License Agreement represents the entire and integrated agreement between the City and Licensee relative to the Alley and Improvements and the Agreement as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

(h) Exhibits. The exhibits attached to this Agreement are incorporated herein by reference.

(i) Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City and Licensee.

(j) Authority to execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this License Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(k) Recitals. The recitals to this Agreement are incorporated herein by reference.

(l) Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide

Attachment: Gibson Kelt & Christy Downtown Alley-Patio License Agr MFM 6.29.21 (Kelt and Christy Gibson License Agreement)

by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

EXECUTED at Collin County, Texas on the day and year first written above.

CITY OF CELINA, TEXAS	**LICENSEE:**
By:_____ Jason Laumer, City Manager	By:_____ Name: Title:
ATTEST:	ATTEST:
By:_____ Vicki Tarrant, City Secretary	By:_____ Name: Title:

Attachment: Gibson Kelt & Christy Downtown Alley-Patio License Agr MFM 6.29.21 (Kelt and Christy Gibson License Agreement)

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by **Jason Laumer**, **City Manager** of the City of Celina, Texas, on behalf of said City.

(SEAL)

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____, _____ of the Licensee, on behalf of said group.

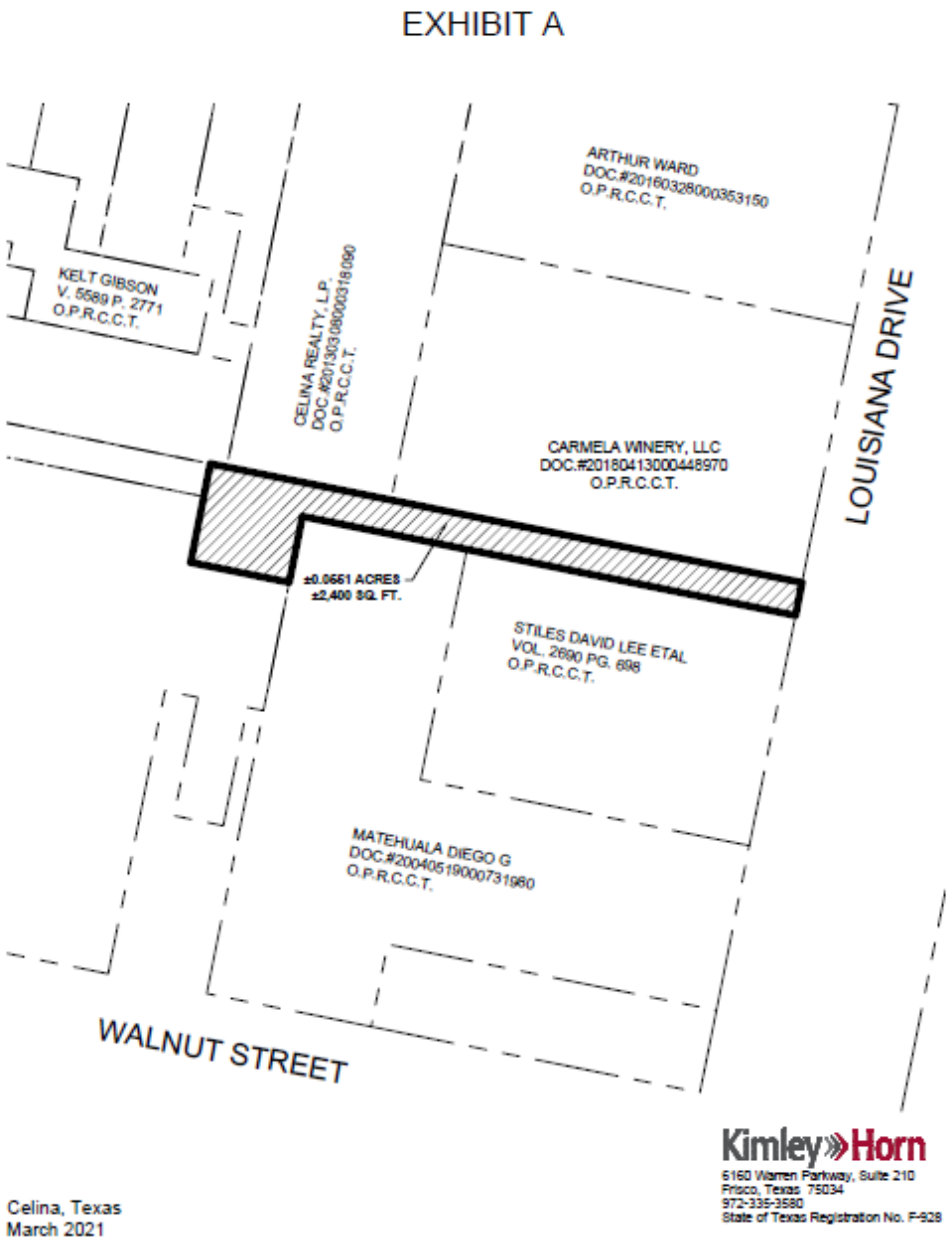
(SEAL)

_____
Notary Public in and for
the State of Texas

After recording, return to:
Vicki Tarrant, City Secretary
City of Celina
142 North Ohio Street
Celina, TX 75009

Attachment: Gibson Kelt & Christy Downtown Alley-Patio License Agr MFM 6.29.21 (Kelt and Christy Gibson License Agreement)

EXHIBIT A
Depiction of Alley

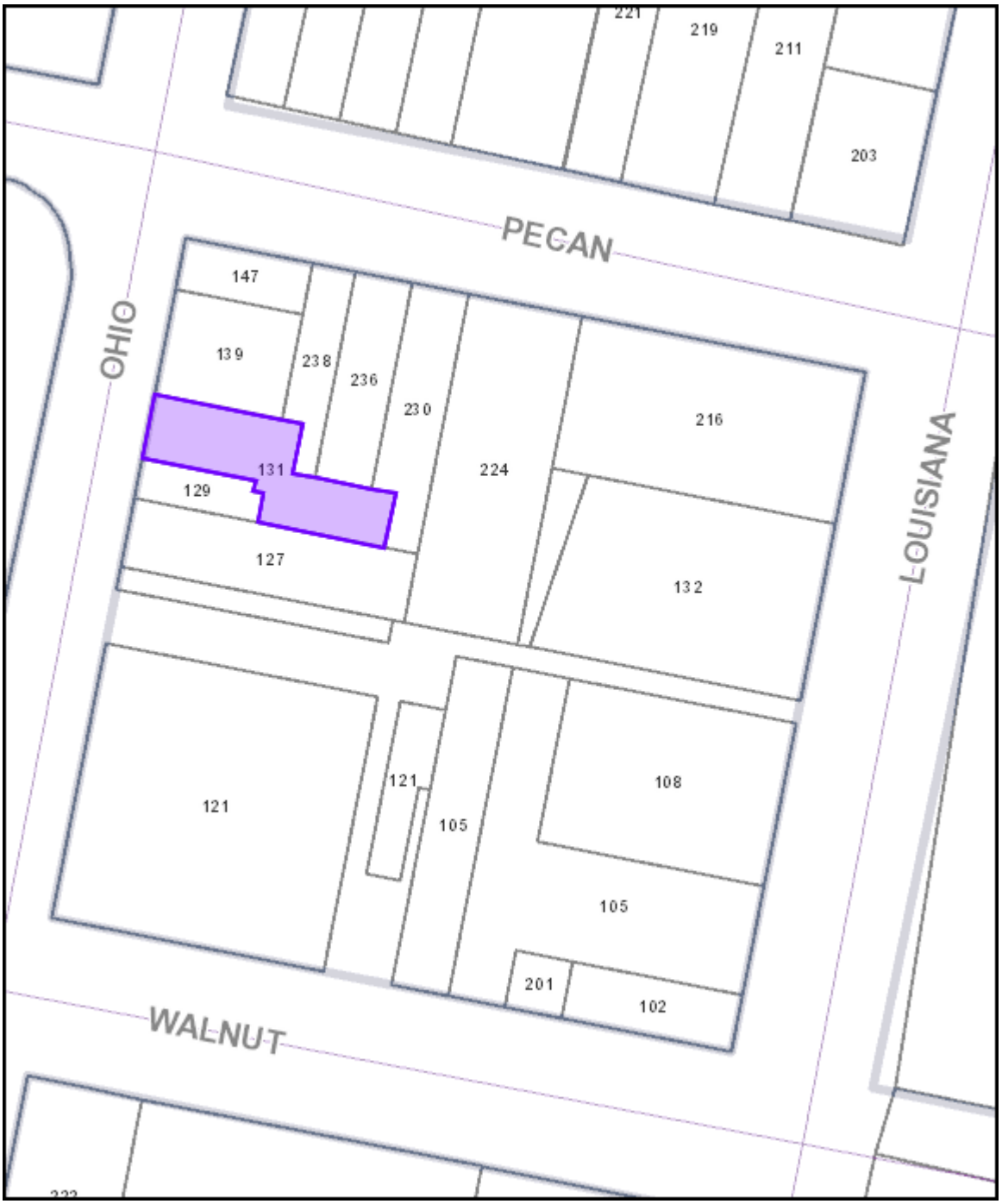


Attachment: Gibson Kelt & Christy Downtown Alley-Patio License Agr MFM 6.29.21 (Kelt and Christy Gibson License Agreement)

EXHIBIT B
The Improvements

Attachment: Gibson Kelt & Christy Downtown Alley-Patio License Agr MFM 6.29.21 (Kelt and Christy Gibson License Agreement)

EXHIBIT C
The Property



Attachment: Gibson Kelt & Christy Downtown Alley-Patio License Agr MFM 6.29.21 (Kelt and Christy Gibson License Agreement)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Andy Glasgow, Director of Engineering
Date: July 13, 2021
Re:

Action Requested:
Consider and act to authorize the City Manager to execute a license agreement by and between the City of Celina and Celina Realty (Glasgow)

Background Information:
As part of the downtown patio project, the city desires to develop portion of their properties into public pedestrian and patio space which will be utilized by the general public.

Financial Considerations:
N/A

Legal Review:
City Attorney has reviewed

Supporting Documents:
Proposed Agreement
Proposed Plans

Staff Recommendation:
Approve

STATE OF TEXAS §
§ **REVOCABLE LICENSE AGREEMENT**
COUNTY OF COLLIN §

This Revocable License Agreement (the "**Agreement**") is entered into this _____ day _____ of 20___ by and between the City of Celina, Texas (the "**City**") and Celina Real Estate, LLC (the "**Licensee**").

RECITALS:

WHEREAS, the City is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

WHEREAS, under Section 311.001 of the Texas Transportation Code, the City has exclusive control over and under the streets and alleys of the municipality; and

WHEREAS, the City owns certain downtown real property, specifically a public alley (the "**Alley**") generally depicted in **Exhibit A**, attached hereto and incorporated herein, behind and adjacent to the property of Licensee; and

WHEREAS, Licensee owns properties that are adjacent to the Alley and are described as Celina Original Donation, Block 6, Lot 10A, and generally located at 238 W. Pecan St.; Celina Original Donation, Block 6, Lots 6 and 7, and generally located at 224 W. Pecan St.; Celina Original Donation, Block 6, Lots 8B, 9B, 10B, 14B, and 15 and generally located at 127 N. Ohio Dr., Celina, Texas (the "**Properties**"), depicted in **Exhibit C**, attached hereto and incorporated herein; and

WHEREAS, the City desires to develop portions of the Properties into public pedestrian space ; and

WHEREAS, the Licensee desires to develop two private patio spaces on portions of the Properties, in a manner and with the improvements generally depicted in **Exhibit B**, attached hereto and incorporated herein (the "**Improvements**); and

WHEREAS, the City and Licensee desire to enter into this Agreement to permit Licensee to utilize the Alley in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way; and

WHEREAS, the City agrees that it will install the Improvements to be located on the private patio spaces at no cost to Licensee, and that after the Improvements are installed, the Licensee will own and perpetually maintain the private patio spaces to ensure that the Improvements remain in good shape and are aesthetically pleasing.

Attachment: Celina Realty LP Downtown Alley-Patio License Agr MFM 6.29.21 (Celina Realty License Agreement)

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars ($10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Licensee do hereby agree as follows:

AGREEMENT:

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.

2. Grant of license. The City does hereby grant to Licensee a revocable, non-exclusive license to occupy that portion of the Alley adjacent to each Licensee' structure, as shown in Exhibit A. Licensee shall occupy this area in full compliance at all times with all of the following conditions:

(a) Licensee shall maintain an ADA accessible pathway within the Improvements;
(b) No use of the Alley or the Improvements is permitted except as provided in this Agreement;
(c) Licensee may use the Improvements only as permitted by City ordinances, including those related to the sale of alcohol, if applicable;
(d) Licensee shall provide written notice, in accordance with Section 12(d), within 24 hours of Licensee' observation of a defect in the pavement or any other condition in the Alley that might pose a danger or harm to the public or persons occupying or passing through the Alley. If such defect is the result of Licensee' use of the Improvements, Licensee shall reimburse the City for the cost of repair.

3. Installation, Ownership and Maintenance of Improvements. City shall install Improvements within the Alley at no cost to the Licensee. The improvements include, but are not limited to, upgrading existing water distribution main, sanitary sewer main, underground electrical power distribution line from transformer to electrical meter, drainage, reconnecting water and sewer services, landscaping, irrigation, and hardscape. Once the Improvements are constructed, ownership of the Improvements shall remain with the City, and the City shall maintain the Improvements to ensure that the Improvements remain in good shape and are ascetically pleasing. Licensee shall be responsible for any purchase and maintenance of furniture in the private patio spaces within the Properties. The Licensee specifically acknowledge that this Agreement does not provide exclusive rights to improve the Alley.

4. Improvements Conveyed As-Is and With No Warranty. Except as otherwise provided herein, IN CONNECTION WITH THE CONVEYANCE OF THE IMPROVEMENTS INSTALLED ON THE PATIO PROPERTY BY CITY AS PROVIDED FOR HEREIN, CITY HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE IMPROVEMENTS, THE SUITABILITY OF THE IMPROVEMENTS FOR ANY AND ALL ACTIVITIES AND USES WHICH OWNER MAY CONDUCT THEREON, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO THE CONFORMITY OF THE INSTALLATION OF THE IMPROVEMENTS TO THE APPROVED PLANS THEREOF, Owner's acceptance and use of the Improvements on the Property shall be in the AS-IS condition

Attachment: Celina Realty LP Downtown Alley-Patio License Agr MFM 6.29.21 (Celina Realty License Agreement)

WITH ALL FAULTS. The City will use reasonable efforts to transfer manufacturers warranties, if any, to Owner.

5. Term/Consideration. This Agreement and the revocable license granted herein shall automatically renew annually, subject to termination as set forth in Section 11 hereof. The consideration to be paid by the Licensee to the City for the License and privilege granted by this Agreement shall be Ten Dollars ($10.00), receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.

6. Non-exclusive license. This revocable license is not exclusive, and is subject and subordinate to: (a) the right of the City to use the Alley for any purpose; (b) any existing utility, drainage or communication facility located in, on, under or upon the Alley; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City; and (e) the terms and conditions of this Agreement.

7. Environmental Protection. To the extent such regulations are applicable, Licensee shall not use or permit the use of the Alley for any purpose that may be in violation of any laws of the State of Texas or ordinances of the City. Licensee warrants that the permitted use of the Alley will not result in the disposal or other release of any hazardous substance or solid waste on or to the Alley, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Alley. Licensee shall indemnify and hold City harmless against all costs, environmental clean up to the Alley and surrounding area resulting from Licensee' use of the Alley under this Agreement.

8. Duration of License. This Agreement shall terminate and be of no further force and effect in the event Licensee discontinues or abandons the use of the Improvements or in the event City removes the Improvements from the Alley or upon termination by City, whichever event first occurs; or, in the event that City abandons the Alley, then this Agreement shall be of no further effect.

9. INDEMNITY. LICENSEE SHALL INDEMNIFY THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF LICENSEE, THEIR OFFICERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT AND ANY ACT OR OMISSION OF THE CITY, SPECIFICALLY INCLUDING THE CITY'S NEGLIGENCE. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LICENSE AGREEMENT.

10. Termination. This License may be terminated:

(a) By the City:

Attachment: Celina Realty LP Downtown Alley-Patio License Agr MFM 6.29.21 (Celina Realty License Agreement)

(i) in the event Licensee fails to comply with any of the terms of this Agreement within ten (10) days after receipt of notice by Licensee from the City of such failure to comply;

(ii) in the event Licensee discontinues or abandons the use of the public rights-of-way for the purposes set forth herein;

(iii) at any time upon thirty (30) days' written notice by the City to Licensee; or

(iv) at such time as Licensee no longer maintains the Improvements within thirty (30) days after receipt of notice by Licensee from the City of such failure to maintain the Improvements.

(b) At any time by Licensee upon thirty (30) days' written notice by Licensee to the City.

(c) At such time as this Agreement may be terminated for any reason whatsoever, City may cause the Improvements to be removed or relocated in the Alley and shall restore such Alley to substantially the condition prior to installation of the Improvements at Licensee's sole expense.

11. Miscellaneous.

(a) Compliance with laws. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over Licensee and the Improvements.

(b) Assignment. The rights, duties and responsibilities hereunder shall not be assigned, conveyed or otherwise transferred by Licensee without the prior written consent of the City.

(c) Force Majeure. In the event either the City or Licensee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, pandemics, epidemics, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

(d) Notices. Any notice provided for herein shall be given by written instrument, personally delivered or sent by certified mail, return receipt requested, and addressed to:

Attachment: Celina Realty LP Downtown Alley-Patio License Agr MFM 6.29.21 (Celina Realty License Agreement)

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 6371 Preston Road, Suite 200 Frisco, Texas 75034 Telephone: (972) 668-6400 Facsimile: (972) 668-6414 Email: Julie@txmunicipallaw.com
To the Licensee:	Celina Real Estate LLC Dba Tender Sample House 16400 Dallas Pkwy Ste 100 Dallas, TX 75248 Telephone: Email:

(e) Governing Law; Venue. This License Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this License Agreement are performable in the county where the Alley is located. Venue for any action under this License Agreement shall be in the county where the Alley is located.

(f) Legal Construction. In case any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the License Agreement, and this License Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this License Agreement.

(g) Entire Agreement. This License Agreement represents the entire and integrated agreement between the City and Licensee relative to the Alley and Improvements and the Agreement as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

(h) Exhibits. The exhibits attached to this Agreement are incorporated herein by reference.

(i) Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City and Licensee.

Attachment: Celina Realty LP Downtown Alley-Patio License Agr MFM 6.29.21 (Celina Realty License Agreement)

(j) Authority to execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this License Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(k) Recitals. The recitals to this Agreement are incorporated herein by reference.

(l) Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the Properties and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Properties but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Properties, or any part thereof. Any person who acquires any right, title, or interest in or to the Properties, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Properties.

EXECUTED at Collin County, Texas on the day and year first written above.

CITY OF CELINA, TEXAS	**LICENSEE:**
By:_____ Jason Laumer, City Manager	By:_____ Name: Title:
ATTEST:	ATTEST:
By:_____ Vicki Tarrant, City Secretary	By:_____ Name: Title:

Attachment: Celina Realty LP Downtown Alley-Patio License Agr MFM 6.29.21 (Celina Realty License Agreement)

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by **Jason Laumer**, **City Manager** of the City of Celina, Texas, on behalf of said City.

(SEAL)

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____, _____ of the Licensee, on behalf of said group.

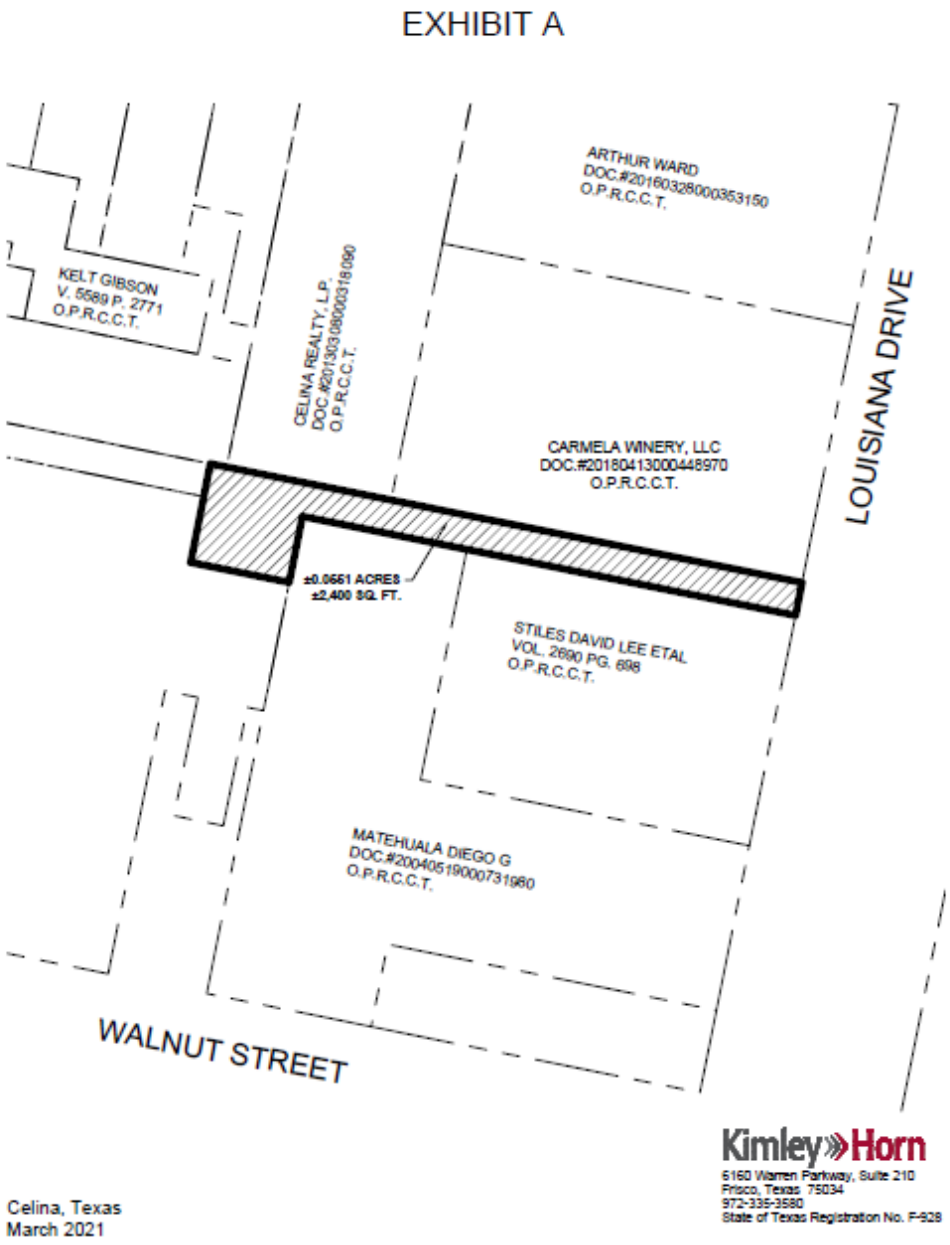
(SEAL)

_____
Notary Public in and for
the State of Texas

After recording, return to:
Vicki Tarrant, City Secretary
City of Celina
142 North Ohio Street
Celina, TX 75009

Attachment: Celina Realty LP Downtown Alley-Patio License Agr MFM 6.29.21 (Celina Realty License Agreement)

EXHIBIT A
Depiction of Alley



Attachment: Celina Realty LP Downtown Alley-Patio License Agr MFM 6.29.21 (Celina Realty License Agreement)

EXHIBIT B
The Improvements

Attachment: Celina Realty LP Downtown Alley-Patio License Agr MFM 6.29.21 (Celina Realty License Agreement)

EXHIBIT C
The Properties

Attachment: Celina Realty LP Downtown Alley-Patio License Agr MFM 6.29.21 (Celina Realty License Agreement)

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, Director of Engineering
Date: July 13, 2021
Re: Old Celina Park Playground Improvements, P13

Action Requested:
Consider and act to authorize amendment 2 to work order 2020-0004 with Halff & Associates, Inc. for design services at Old Celina Park for the Playground Improvements, Project P13 in an amount not to exceed $128,500.00. (Berry)

Background Information:
On May 12, 2020 Council authorized design services for Old Celina Park Playground in the amount of $173,500.00. Amendment 2 includes design services to add a spray fountain water feature, a multi-purpose sport court, and expansion of the playground.

The original scope included an all inclusive playscape, a 2-5 year old play unit, poured in place safety surfacing, sprinters track, lighting, shade structures, and the relocation of the existing volleyball court.

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 P13

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:
Work Order 2020-0004

Staff Recommendation:
Authorize Amendment 2

HALFF

CONTRACT AMENDMENT CONFIRMATION #2

To:	Andy Glasgow	**Date:**	June 30, 2021
From:	Justin Marston	**AVO:**	34964 WA# 2020-0004
Email:	jmarston@halff.com	**Project:**	Old Celina Park Playground Improvements
VIA:	email		

As per our email on June 29, 2021 we understand that you would like Halff Associates to proceed with the Celina Park Additional Services for park improvements.

We estimate approximately $127,500.00 for Basic and Special Services + $1,000.00 for Expenses: Totaling **$128,500.00** for will be needed to perform these additional services with a proposed completion time of 120 working days.

We request your signature below to confirm the scope and fee and will be presented at the July City Council meeting for approval. If the scope and/or fee is not acceptable, please notify us immediately.

By: _____

(Print name)

Title: _____

Signature: _____

Date: _____

☐ Attachments:

SIGNED:

COPIES:

☐ File ☐ Owner ☐ Contractor ☐ Other:

Attachment: Amendment 2 (Old Celina Park Playground Improvements Amendment 2)

HALFF

LANDSCAPE ARCHITECTURE and ENGINEERING, SERVICES for OLD CELINA PARK PLAYGROUND IMPROVEMENTS

PURPOSE

Per your request we understand that you would like Halff Associates, Inc. (CONSULTANT) to prepare additional Survey, Civil, Landscape Architecture, and Electrical Engineering services for the Old Celina Park Playground Improvements (PROJECT) for the City of Celina (CLIENT). The basic scope of services will be an amendment of the scope of services stated in the Consultant Services Contract dated June 5, 2020.

The revised PROJECT limits will include the following:

- Addition of a spray fountain water feature within the proposed multi-purpose plaza at the southeast corner of the proposed site.
- Multi-purpose Sport Court, including lighting and fencing
- South of the proposed playground expansion which includes the existing playground to the back of curb at the existing parking lot.
- From the access drive in the eastern parking lot adjacent to the existing concession and restroom building to the existing detention pond which includes the existing playground and main pavilion.
- See Attachment A for revised PROJECT limits.

The project assumptions and scope of services to be provided as part of this amendment are as follows:

ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The existing main pavilion on the west, and the existing concession and restroom building on the east will remain in-place.

2. Existing brick paver area will be redesigned and replaced with decorative concrete, in the area around the pavilions and existing playground.

3. The existing playground equipment located between the main pavilion and restroom will be disassembled and moved off site to predetermined temporary storage site defined by the CITY.

Attachment: Amendment 2 (Old Celina Park Playground Improvements Amendment 2)

4. The CONSULTANT will adhere to the same deliverable documents as in the original contract.

5. The previous submitted construction documents will need to be revised based on additional services outline in this contract amendment.

6. The existing electrical service has the capacity to handle the control panel for the spray fountain water feature.

SCOPE OF SERVICES

BASIC SERVICES: PRELIMINARY DESIGN

1.0 PROJECT MANAGEMENT

1.1 **Internal Team Meetings**
Halff will conduct internal team meetings as required by the project. The internal team meetings will include internal coordination of project processes, program items and schedules.

1.2 **Communications and Reporting**

1.2.1 **Kickoff Meeting**
No changes.

1.2.2 **Monthly Conference Calls**
HA along with the CITY will hold monthly conference call to review project progress, schedule, budget and overall coordination. HA will set up WebEx conference call and distribute to CITY.
Total Twelve (12) additional conference calls.

1.2.3 **Old Celina Park (Conceptual Review)**
No changes.

1.3 **Design Submittal Review Meetings**
No changes.

1.4 **Invoicing**
Additional invoicing will be provided on a monthly basis with progress reports.

2.0 **Conceptual design (15%) Design**
Provide conceptual design up to two (02) alternatives of the multi-purpose sport court and surrounding decorative paving pattern that compliments the 60% plans submitted for the playground.

Attachment: Amendment 2 (Old Celina Park Playground Improvements Amendment 2)

2.1 **Kick Off Meeting**
No changes.

2.2 **On-Site Investigation**
CONSULTANT will initiate and coordinate one (01) additional site investigation study/information gathering meeting related to the topography of the site, analysis, utilities, areas of vegetation, and plan-impacts.

2.3 **Design Survey**
CONSULTANT will initiate a licensed surveyor to perform additional detailed topographical surveying for the revised PROJECT limits. The survey will be based on Texas State Plane Coordinate System 4202 North Central Texas datum. The survey will include the following:

- Field tie critical points and surface features required for the final design within the red box as shown in Attachment A. This will show all visible improvements on and immediately adjacent to the site. Utility elevations (i.e. flow lines) will be verified at tie-in points, such as manholes, inlets, etc. only. No underground utilities will be uncovered.
- Surface topography and ground elevations will be collected on an approximate 100-foot grid in the area of work within the property.
- Necessary trees (6" or more) will be tied.
- Establish/recover controls and set temporary benchmarks at site.

2.4 **Base Mapping**
No changes.

2.5 **Preliminary Site Plan Layout**
No changes.

2.6 **Prepare Estimate of Probable Cost**
No changes.

2.7 **QA/QC Design Review**
No changes.

2.8 **Respond to QA/QC Comments**
No changes.

2.9 **Submit One (01) set to CITY for review**
No changes.

2.10 **Present to Park Board – N/A**
No changes.

2.11 **Present to City Council – N/A**
No changes.

3.0 **60%, 90% and 100% Final Construction Drawings and Specifications**
The CONSULTANT will adhere to the same deliverable documents as in the original contract.

3.1 **HA – Civil Engineer**

Attachment: Amendment 2 (Old Celina Park Playground Improvements Amendment 2)

3.1.1 **Revise Site Civil Demolition Plan and Details**
CONSULTANT will prepare an updated demolition plan per the revised PROJECT limits for the existing site features that will be removed or relocated for the project in coordination with the PROJECT layout and grading.

3.1.2 **Revise Drainage Plans, and Details**
CONSULTANT will prepare drainage design and modify existing drainage system for the multi-purpose sport court and include on final site drainage plan. CONSULTANT will also provide drainage to the spray water feature plaza to accommodate storm drainage when the water feature is not in use. The construction drawings will specify locations of proposed inlets, storm drain lines, flumes, swales, headwalls, and other drainage features as necessary. Profiles and hydraulic storm calculations for spray water feature plaza and multi-purpose sport court drainage system/lines will be provided.

3.1.3 **Revise Grading Plan**
CONSULTANT will prepare an updated grading plan based on the revised project limits, that includes the notes and details required to allow grading for site improvements. CONSULTANT will prepare an updated drainage area map per the revised PROJECT limits that shows the area of drainage within the project limits and all necessary runoff and inlet calculations. CONSULTANT will revise the grading of the spray water feature plaza to contain water within the plaza.

3.1.4 **Revise Utility Layout Plan Spray Water Feature**
CONSULTANT will locate and size water service to the spray water feature at connection locations determined by the spray water feature manufacturer. Task includes preparing a water and wastewater plan for the spray water feature suitable for construction of water improvements at the water feature vault as determined by the manufacturer.

3.1.5 **Revise Quantity Sheet**

3.1.6 **Revise Erosion Control Plan**

3.1.6.1 CONSULTANT will prepare an updated erosion control plan per the revised PROJECT limits and in coordination with the site grading and drainage design. This task is for the preparation of design drawings and erosion control details only. CONSULTANT will utilize most current TCEQ requirements for the design of silt fence, erosion control logs, rock filter dams, construction entrances, and erosion control details.

3.1.7 **Prepare Wastewater Design for Spray Water Feature**
CONSULTANT will coordinate the location, layout, and connection of wastewater service from the spray water feature to the existing retention pond. Profile for wastewater line will be provided.

3.2 **HA – MEP Design**

3.2.1 Update Electrical Site Lighting Plans, Details and Specifications to accommodate electrical service to the spray water feature, lighting and electrical outlets at the multi-purpose court.

3.2.2 No changes.
No changes.

Attachment: Amendment 2 (Old Celina Park Playground Improvements Amendment 2)

3.3 **HA – Structural Design**
- 3.3.1 No changes.
- 3.3.2 No changes.

3.4 **HA – Landscape Architecture**
- 3.4.1 Revise/prepare Hardscape Layout, & Materials
  CONSULTANT will design and provide the geometric layout and design of the multi-purpose sport court and the multi-purpose spray fountain plaza in coordination with the spray fountain plaza manufacturer.
- 3.4.2 Revise/prepare Hardscape Details and Specifications.
  CONSULTANT will prepare additional details for the revised PROJECT limits which is limited to the multi-purpose sport court, surrounding paving around existing buildings, pavement replacement, and multi-purpose spray fountain plaza.
- 3.4.3 Revise/prepare Landscape Plans, & Details
  CONSULTANT will update the landscape plan. Updated landscape plan will show all plantings, and arrangement of plant materials. The quantity, species, size and spacing of all materials will be specified in a material schedule on the plan. Details for the proper installation of plants will be included.
- 3.4.4 Update/Prepare Irrigation Plans and Details
  CONSULTANT will prepare the irrigation plan for the revised PROJECT limits. Irrigation plan will show irrigation lateral lines, spray head locations, drip areas, tree bubblers, irrigation connections, and modifications to the existing irrigation system. Details for the proper installation of irrigation will be included.
- 3.4.5 Revise Quantity Sheet

3.5 **HA- Architecture – N/A**
3.6 **Update Estimate of Probable Cost**
3.7 **QA/QC Design Review**
3.8 **Respond to QA/QC Comments**
3.9 **Submit One (01) hard copy and one (01) PDF plans set to CITY for review**

4.0 **Bidding**

No changes.

3.1 Bid Support – No changes
- 3.1.1 Upload Digital Construction Document File complete with Drawings, Specifications, and Estimate of Probable Cost to CITY.
- 3.1.2 CITY shall Distribute Contract Documents and Maintain Plan Holders List.
- 3.1.3 Issue Addenda
- 3.1.4 Attend Pre-bid Conference
- 3.1.5 Tabulate Bids and Recommend Award
- 3.1.6 Issue Contract Documents - (N/A BY CITY)

5.0 **Special Services**

5.1 **Geotech**

Attachment: Amendment 2 (Old Celina Park Playground Improvements Amendment 2)

5.1.1 No additional borings will be required. Geotech will provide recommendations for vaults for the spray fountain manufacturer at no additional cost.

5.2 Accessibility Review

5.2.1 No changes.

5.2.2 No changes.

5.2.3 No changes. Deliverable: Submission sets as required by TDL&R, record set for the CITY.

5.3 **Construction Administration**

5.3.1 Participate in Preconstruction conference. No changes

5.3.2 Participate in a total of two (02) additional site visits (04 in base contract/ total of 06) during construction for items related to the spray water feature and the multi-purpose court. Construction observation reports accompanied by construction progress photographs will be prepared for each site visit.

5.3.3 For items related to the spray water feature and the multi-purpose court review additional requests for information (RFI's) a total maximum of twenty-eight (28) (20 in base contract/8 in additional services), shop drawings and submittals providing clarifications. Additional funds may be required for additional RFIs after the maximum 28 RFIs (20 in base contract/8 in additional services) as clarified.

5.3.4 Provide written responses to RFIs submitted by the Contractor in the form of Proposal Requests, Change Orders or Construction Change Directives for a total of maximum of twenty-eight (28) (20 in base contract/8 in additional services) responses. Additional funds may be required for additional RFI responses after the maximum 28 RFIs as clarified.

5.3.5 Prepare documentation for change orders; if required.

5.3.6 Participate in one (01) preliminary punch list for revised PROJECT limits.

5.3.7 Participate in one (01) follow-up site visit to observe completions of punch items PROJECT limits.

5.3.8 Prepare final As-Built Recorded Drawings of Construction Plans for the spray water feature and the multi-purpose court as submitted by contractor to be incorporated in CAD standard format. Drawings to consist of 1 AutoCAD file and 1 PDF document.

Time for Completion

CONSULTANT anticipates an additional ten (10) months for design of additional services (including construction).

Attachment: Amendment 2 (Old Celina Park Playground Improvements Amendment 2)

HALFF

BASIS OF COMPENSATION

A. Basic Fee Services:
The basis of compensation for Additional Basic Fee services shall be as follows:

1. Basic Services:

Project Mgmt., Conceptual Design and Construction Design Services	
a. Old Celina Park Improvements	
i. Project Management, Coordination and Meetings	$ 11,000
ii. 15% Conceptual Park Design Package	$ 7,500
iii. 60% Construction Documents	$ 0
iv. 90% Construction Documents	$ 51,000
v. 100% Construction Documents	$ 41,000
Subtotal: Project Mgmt., Conceptual and Construction Design Services	**$110,500**
Grand Total	**$ 110,500**
b. Old Celina Park Improvements	
i. Construction Administration **(Time and Materials – See *Note 1)**	$ 12,000
Subtotal: Construction Administration Services	**$ 12,000**

2. Special Services:

c. Old Celina Park Improvements	
i. Topographical Survey	$ 5,000
Subtotal: Special Services	**$ 5,000**
Grand Total	**$ 127,500**

3. Expenses $ 1,000

Expense payments shall also include Direct Non-Labor Expenses in a Not to Exceed amount of $1,000.00 that, in general, include expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, and similar incidentals. The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%.

4. Basis for Compensation

Halff Associate' will perform the services outlined herein for a lump sum fee of $127,500.00 + $1,000 in expenses. *(*Note 1 – Hourly work shall be billed on a time and materials basis with a 3.46 multiplier.*

Attachment: Amendment 2 (Old Celina Park Playground Improvements Amendment 2)

No individual amounts shown above shall be exceeded without prior written approval from the City of Celina). Services will be billed monthly

5. Additional Services

Additional Services, not included in the Scope of Services, will be negotiated with the CITY as necessary. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate. Hourly rates are available upon request and are subject to change.

AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope of services, but can be provided by the CONSULTANT subject to negotiation:

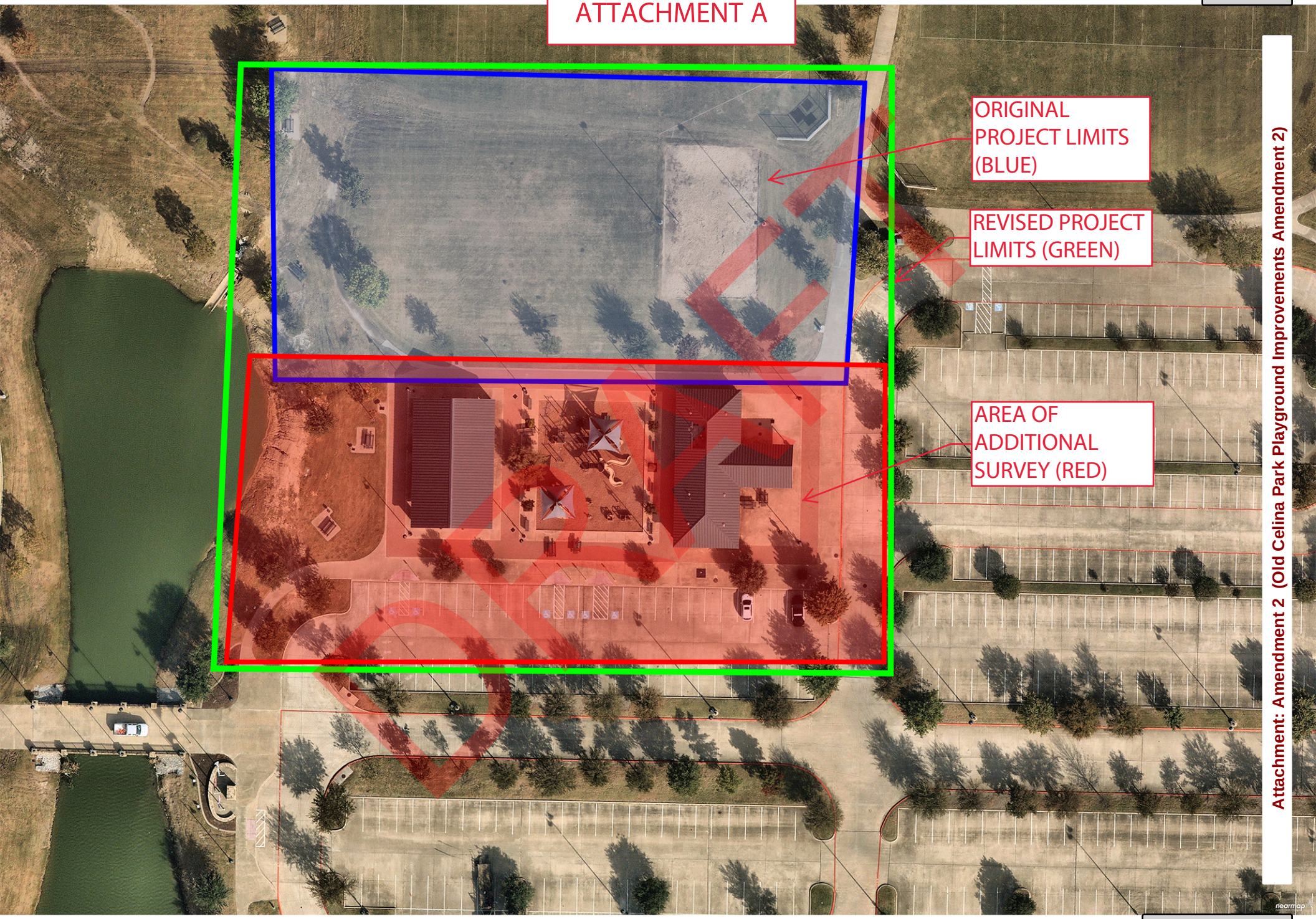
1. Any additional work not specifically included in the Proposed Scope of Work. Any additional work not stated can be accomplished as Additional Services.
2. Significant design revisions following substantial completion of the Construction Documents
3. Modifications to documents after documents are issued for construction.
4. Modification to documents to meet budgeting constraints of other disciplines.
5. Design and/or modifications to systems not within the scope of the project.
6. Preparation of any special interim sets of Construction documents for phased construction other than previously stated.
7. Additional labor or overtime, due to lack of information and/or background drawings in a timely manner, to complete the project.
8. Additional RFI review/responses beyond specified number of responses.
9. New electrical service design beyond the capacity of the existing electrical panels.
10. Design for additional power connections or circuiting to other devices / equipment not mentioned above.
11. Plumbing or HVAC system design.
12. Any design related to the spray water feature beyond providing water, wastewater and electrical service.
13. Preparation or submittal of any design calculations.
14. Improvements to downstream or existing drainage systems, including multi-purpose sport court drainage.
15. Design of a detention/retention pond or analysis of downstream or existing drainage systems.
16. Preparation of water study or demand analysis for spray water feature.
17. Preparation of wastewater study or demand/capacity analysis for Sanitary Sewer Design for Spray Water Feature.
18. Filing fees and permits fees.
19. Coordination with insurance companies, attorneys, or banking institutions.
20. Client generated changes to the design once Construction Document Preparation is in progress can be provided and billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.

Attachment: Amendment 2 (Old Celina Park Playground Improvements Amendment 2)

21. Revisions to the plans requested by the Client after the plans are approved, unless necessitated by discrepancy in the plans.
22. Design of areas outside the limits of the defined project site.
23. Design of gas, telephone or other utility improvements not specifically stated in the contract.
24. Traffic engineering reports or studies.
25. Electrical design not specifically stated in the contract.
26. Additional graphic products.
27. Additional meetings, hearings or workshops not identified in the project scope of services.
28. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
29. Printing of additional drawings, specification and contract documents not identified in the project scope of services.
30. Construction staking.
31. Payment of permits or filing fees required by regulatory agencies or departments obtained for the CLIENT.

Attachment: Amendment 2 (Old Celina Park Playground Improvements Amendment 2)

ATTACHMENT A



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kim Brawner, Executive Director of Public Services
Date:	July 13, 2021
Re:	Diego Matehuala License Agreements

Action Requested:
Consider and act to authorize and execute two license agreements between the City of Celina and Diego Matehuala for the occupation and usage of the City's alley adjacent to the properties. (Glasgow)

Background Information:
This agreement allows Diego Matehuala to occupy and use the City's alley adjacent to the properties with ID numbers 977857 and 977866 in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
These license agreements has been reviewed by the City Attorney.

Supporting Documents:
- Proposed Agreements

Staff Recommendation:
Staff recommends approval.

STATE OF TEXAS §
§ **REVOCABLE LICENSE AGREEMENT**
COUNTY OF COLLIN §

This Revocable License Agreement (the "**Agreement**") is entered into this _____ day _____ of 20___ by and between the City of Celina, Texas (the "**City**") and Diego Matehuala (the "**Licensee**").

RECITALS:

WHEREAS, the City is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

WHEREAS, under Section 311.001 of the Texas Transportation Code, the City has exclusive control over and under the streets and alleys of the municipality; and

WHEREAS, the City owns certain downtown real property, specifically a public alley (the "**Alley**") generally depicted in **Exhibit A**, attached hereto and incorporated herein, behind and adjacent to the property of Licensee; and

WHEREAS, Licensee owns property that is adjacent to the Alley and is described as Celina Original Donation, Block 6, Lot 22, and generally located at 105 N. Louisiana St., Celina, Texas (the "**Property**"), depicted in **Exhibit C**, attached hereto and incorporated herein; and

WHEREAS, the City desires to develop a portion of the Property into public pedestrian space in a manner depicted in **Exhibit B**, attached hereto and incorporated herein (the "**Improvements**); and

WHEREAS, the City and Licensee desire to enter into this Agreement to permit Licensee to utilize the Alley in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way; and

WHEREAS, the City agrees that it will install the Improvements at no cost to Licensee, and that after the Improvements are installed, the City will own and perpetually maintain the Improvements (including, but not necessarily limited to, concrete paving, artificial turf, irrigation, landscaping, and electrical power distribution line) to ensure that the Improvements remain in good shape and are ascetically pleasing.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars ($10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Licensee do hereby agree as follows:

Attachment: Diego Matehuala ID 977857 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

AGREEMENT:

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.

2. Grant of license. The City does hereby grant to Licensee a revocable, non-exclusive license to occupy that portion of the Alley adjacent to each Licensee' structure, as shown in Exhibit A. Licensee shall occupy this area in full compliance at all times with all of the following conditions:

(a) Licensee shall maintain an ADA accessible pathway within the Improvements;
(b) No use of the Alley or the Improvements is permitted except as provided in this Agreement;
(c) Licensee may use the Improvements only as permitted by City ordinances, including those related to the sale of alcohol, if applicable; and
(d) Licensee shall provide written notice, in accordance with Section 12(d), within 24 hours of Licensee' observation of a defect in the fence or any other condition in the Alley that might pose a danger or harm to the public or persons occupying or passing through the Alley. If such defect is the result of Licensee' use of the Improvements, Licensee shall reimburse the City for the cost of repair.

3. Installation, Ownership and Maintenance of Improvements. City shall install Improvements within the Alley at no cost to the Licensee. The improvements include, but are not limited to, upgrading existing water distribution main, sanitary sewer main, underground electrical power distribution line from transformer to electrical meter, drainage, reconnecting water and sewer services, landscaping, irrigation, and hardscape. Once the Improvements are constructed ownership of the Improvements shall remain with the City, and the City shall maintain the Improvements to ensure that the Improvements remain in good shape and are aesthetically pleasing. Licensee shall be responsible for any purchase and maintenance of furniture in any applicable private patio spaces within the Property. The Licensee specifically acknowledge that this Agreement does not provide exclusive rights to improve the Alley.

4. Term/Consideration. This Agreement and the revocable license granted herein shall automatically renew annually, subject to termination as set forth in Section 11 hereof. The consideration to be paid by the Licensee to the City for the License and privilege granted by this Agreement shall be Ten Dollars ($10.00), receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.

5. Non-exclusive license. This revocable license is not exclusive, and is subject and subordinate to: (a) the right of the City to use the Alley for any purpose; (b) any existing utility, drainage or communication facility located in, on, under or upon the Alley; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City; and (e) the terms and conditions of this Agreement.

6. Environmental Protection. To the extent such regulations are applicable, Licensee shall not use or permit the use of the Alley for any purpose that may be in violation of any laws of the

Attachment: Diego Matehuala ID 977857 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

State of Texas or ordinances of the City. Licensee warrants that the permitted use of the Alley will not result in the disposal or other release of any hazardous substance or solid waste on or to the Alley, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Alley. Licensee shall indemnify and hold City harmless against all costs, environmental clean up to the Alley and surrounding area resulting from Licensee' use of the Alley under this Agreement.

7. Duration of License. This Agreement shall terminate and be of no further force and effect in the event Licensee discontinues or abandons the use of the Improvements or in the event City removes the Improvements from the Alley or upon termination by City, whichever event first occurs; or, in the event that City abandons the Alley, then this Agreement shall be of no further effect.

8. INDEMNITY. LICENSEE SHALL INDEMNIFY THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF LICENSEE, THEIR OFFICERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT AND ANY ACT OR OMISSION OF THE CITY, SPECIFICALLY INCLUDING THE CITY'S NEGLIGENCE.

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LICENSE AGREEMENT.

9. Termination. This License may be terminated:

(a) By the City:

(i) in the event Licensee fails to comply with any of the terms of this Agreement within ten (10) days after receipt of notice by Licensee from the City of such failure to comply;

(ii) in the event Licensee discontinues or abandons the use of the public rights-of-way for the purposes set forth herein;

(iii) at any time upon thirty (30) days' written notice by the City to Licensee; or

(iv) at such time as Licensee no longer maintains the Improvements within thirty (30) days after receipt of notice by Licensee from the City of such failure to maintain the Improvements.

(b) At any time by Licensee upon thirty (30) days' written notice by Licensee to the City.

Attachment: Diego Matehuala ID 977857 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

(c) At such time as this Agreement may be terminated for any reason whatsoever, City may cause the Improvements to be removed or relocated in the Alley and shall restore such Alley to substantially the condition prior to installation of the Improvements at Licensee's sole expense.

10. Miscellaneous.

(a) Compliance with laws. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over Licensee and the Improvements.

(b) Assignment. The rights, duties and responsibilities hereunder shall not be assigned, conveyed or otherwise transferred by Licensee without the prior written consent of the City.

(c) Force Majeure. In the event either the City or Licensee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, pandemics, epidemics, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

(d) Notices. Any notice provided for herein shall be given by written instrument, personally delivered or sent by certified mail, return receipt requested, and addressed to:

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
6371 Preston Road, Suite 200
Frisco, Texas 75034
Telephone: (972) 668-6400
Facsimile: (972) 668-6414
Email: Julie@txmunicipallaw.com

Attachment: Diego Matehuala ID 977857 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

To the Licensee:

Diego G. Matehuala
Dba D & V Auto Repair
508 E Walnut Street
Celina, TX 75009
Telephone: (972) 382-3601
Email:

(e) Governing Law; Venue. This License Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this License Agreement are performable in the county where the Alley is located. Venue for any action under this License Agreement shall be in the county where the Alley is located.

(f) Legal Construction. In case any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the License Agreement, and this License Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this License Agreement.

(g) Entire Agreement. This License Agreement represents the entire and integrated agreement between the City and Licensee relative to the Alley and Improvements and the Agreement as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

(h) Exhibits. The exhibits attached to this Agreement are incorporated herein by reference.

(i) Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City and Licensee.

(j) Authority to execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this License Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(k) Recitals. The recitals to this Agreement are incorporated herein by reference.

(l) Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide

Attachment: Diego Matehuala ID 977857 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

EXECUTED at Collin County, Texas on the day and year first written above.

CITY OF CELINA, TEXAS	**LICENSEE:**
By:_____ Jason Laumer, City Manager	By:_____ Name: Title:
ATTEST:	ATTEST:
By:_____ Vicki Tarrant, City Secretary	By:_____ Name: Title:

Attachment: Diego Matehuala ID 977857 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by **Jason Laumer**, **City Manager** of the City of Celina, Texas, on behalf of said City.

(SEAL)

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____, _____ of the Licensee, on behalf of said group.

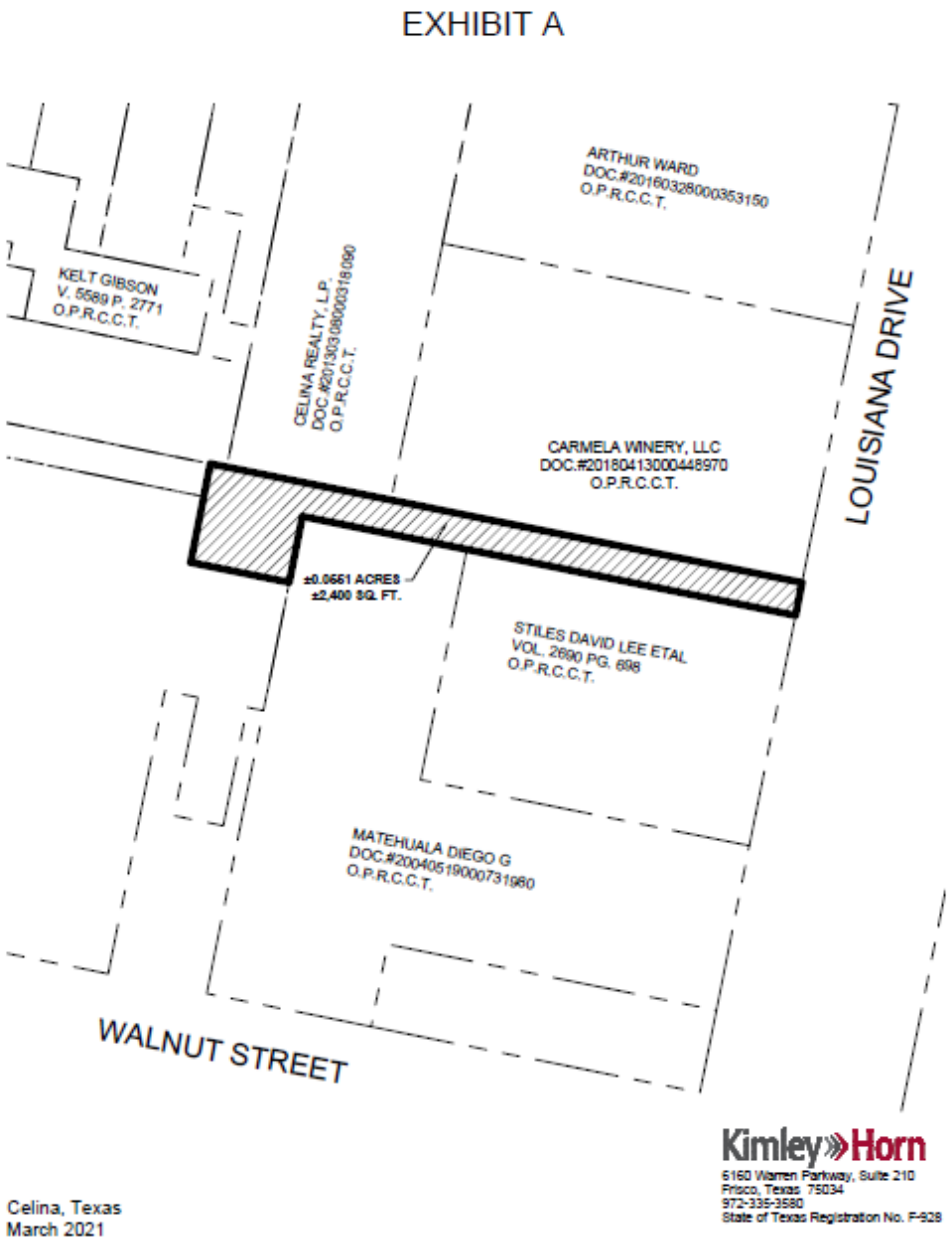
(SEAL)

_____
Notary Public in and for
the State of Texas

After recording, return to:
Vicki Tarrant, City Secretary
City of Celina
142 North Ohio Street
Celina, TX 75009

Attachment: Diego Matehuala ID 977857 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

EXHIBIT A
Depiction of Alley



Attachment: Diego Matehuala ID 977857 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

EXHIBIT B
The Improvements

Attachment: Diego Matehuala ID 977857 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

EXHIBIT C
The Property

Attachment: Diego Matehuala ID 977857 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

STATE OF TEXAS §
§ **REVOCABLE LICENSE AGREEMENT**
COUNTY OF COLLIN §

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RECITALS:

WHEREAS, the City is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

WHEREAS, under Section 311.001 of the Texas Transportation Code, the City has exclusive control over and under the streets and alleys of the municipality; and

WHEREAS, the City owns certain downtown real property, specifically a public alley (the "**Alley**") generally depicted in **Exhibit A**, attached hereto and incorporated herein, behind and adjacent to the property of Licensee; and

WHEREAS, Licensee owns property that is adjacent to the Alley and is described as Celina Original Donation, Block 6, Lot 23 and generally located at 105 Walnut St., Celina, Texas (the "**Property**"), depicted in **Exhibit C**, attached hereto and incorporated herein; and

WHEREAS, the City desires to develop a portion of the Property into public pedestrian space in a manner depicted in **Exhibit B**, attached hereto and incorporated herein (the "**Improvements**); and

WHEREAS, the City and Licensee desire to enter into this Agreement to permit Licensee to utilize the Alley in a beneficial manner, provided that such use complies with the City's ordinances and policy for use of the right-of-way; and

WHEREAS, the City agrees that it will install the Improvements at no cost to Licensee, and that after the Improvements are installed, the City will own and perpetually maintain the Improvements (including, but not necessarily limited to, concrete paving, artificial turf, irrigation, landscaping, and electrical power distribution line) to ensure that the Improvements remain in good shape and are ascetically pleasing.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars ($10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Licensee do hereby agree as follows:

Attachment: Diego Matehuala ID 977866 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

AGREEMENT:

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.

2. Grant of license. The City does hereby grant to Licensee a revocable, non-exclusive license to occupy that portion of the Alley adjacent to each Licensee' structure, as shown in Exhibit A. Licensee shall occupy this area in full compliance at all times with all of the following conditions:

(a) Licensee shall maintain an ADA accessible pathway within the Improvements;
(b) No use of the Alley or the Improvements is permitted except as provided in this Agreement;
(c) Licensee may use the Improvements only as permitted by City ordinances, including those related to the sale of alcohol, if applicable; and
(d) Licensee shall provide written notice, in accordance with Section 12(d), within 24 hours of Licensee' observation of a defect in the fence or any other condition in the Alley that might pose a danger or harm to the public or persons occupying or passing through the Alley. If such defect is the result of Licensee' use of the Improvements, Licensee shall reimburse the City for the cost of repair.

3. Installation, Ownership and Maintenance of Improvements. City shall install Improvements within the Alley at no cost to the Licensee. The improvements include, but are not limited to, upgrading existing water distribution main, sanitary sewer main, underground electrical power distribution line from transformer to electrical meter, drainage, reconnecting water and sewer services, landscaping, irrigation, and hardscape. Once the Improvements are constructed ownership of the Improvements shall remain with the City, and the City shall maintain the Improvements to ensure that the Improvements remain in good shape and are aesthetically pleasing. Licensee shall be responsible for any purchase and maintenance of furniture in any applicable private patio spaces within the Property. The Licensee specifically acknowledge that this Agreement does not provide exclusive rights to improve the Alley.

4. Term/Consideration. This Agreement and the revocable license granted herein shall automatically renew annually, subject to termination as set forth in Section 11 hereof. The consideration to be paid by the Licensee to the City for the License and privilege granted by this Agreement shall be Ten Dollars ($10.00), receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.

5. Non-exclusive license. This revocable license is not exclusive, and is subject and subordinate to: (a) the right of the City to use the Alley for any purpose; (b) any existing utility, drainage or communication facility located in, on, under or upon the Alley; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City; and (e) the terms and conditions of this Agreement.

6. Environmental Protection. To the extent such regulations are applicable, Licensee shall not use or permit the use of the Alley for any purpose that may be in violation of any laws of the

Attachment: Diego Matehuala ID 977866 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

State of Texas or ordinances of the City. Licensee warrants that the permitted use of the Alley will not result in the disposal or other release of any hazardous substance or solid waste on or to the Alley, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Alley. Licensee shall indemnify and hold City harmless against all costs, environmental clean up to the Alley and surrounding area resulting from Licensee' use of the Alley under this Agreement.

7. Duration of License. This Agreement shall terminate and be of no further force and effect in the event Licensee discontinues or abandons the use of the Improvements or in the event City removes the Improvements from the Alley or upon termination by City, whichever event first occurs; or, in the event that City abandons the Alley, then this Agreement shall be of no further effect.

8. INDEMNITY. LICENSEE SHALL INDEMNIFY THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF LICENSEE, THEIR OFFICERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT AND ANY ACT OR OMISSION OF THE CITY, SPECIFICALLY INCLUDING THE CITY'S NEGLIGENCE.

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LICENSE AGREEMENT.

9. Termination. This License may be terminated:

(a) By the City:

(i) in the event Licensee fails to comply with any of the terms of this Agreement within ten (10) days after receipt of notice by Licensee from the City of such failure to comply;

(ii) in the event Licensee discontinues or abandons the use of the public rights-of-way for the purposes set forth herein;

(iii) at any time upon thirty (30) days' written notice by the City to Licensee; or

(iv) at such time as Licensee no longer maintains the Improvements within thirty (30) days after receipt of notice by Licensee from the City of such failure to maintain the Improvements.

(b) At any time by Licensee upon thirty (30) days' written notice by Licensee to the City.

Attachment: Diego Matehuala ID 977866 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

(c) At such time as this Agreement may be terminated for any reason whatsoever, City may cause the Improvements to be removed or relocated in the Alley and shall restore such Alley to substantially the condition prior to installation of the Improvements at Licensee's sole expense.

10. Miscellaneous.

(a) Compliance with laws. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over Licensee and the Improvements.

(b) Assignment. The rights, duties and responsibilities hereunder shall not be assigned, conveyed or otherwise transferred by Licensee without the prior written consent of the City.

(c) Force Majeure. In the event either the City or Licensee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, pandemics, epidemics, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

(d) Notices. Any notice provided for herein shall be given by written instrument, personally delivered or sent by certified mail, return receipt requested, and addressed to:

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
6371 Preston Road, Suite 200
Frisco, Texas 75034
Telephone: (972) 668-6400
Facsimile: (972) 668-6414
Email: Julie@txmunicipallaw.com

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To the Licensee: Diego G. Matehuala
Dba D & V Auto Repair
508 E Walnut Street
Celina, TX 75009
Telephone: (972) 382-3601
Email:

(e) Governing Law; Venue. This License Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this License Agreement are performable in the county where the Alley is located. Venue for any action under this License Agreement shall be in the county where the Alley is located.

(f) Legal Construction. In case any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the License Agreement, and this License Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this License Agreement.

(g) Entire Agreement. This License Agreement represents the entire and integrated agreement between the City and Licensee relative to the Alley and Improvements and the Agreement as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

(h) Exhibits. The exhibits attached to this Agreement are incorporated herein by reference.

(i) Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City and Licensee.

(j) Authority to execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this License Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(k) Recitals. The recitals to this Agreement are incorporated herein by reference.

(l) Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide

Attachment: Diego Matehuala ID 977866 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

EXECUTED at Collin County, Texas on the day and year first written above.

CITY OF CELINA, TEXAS	**LICENSEE:**
By:_____ Jason Laumer, City Manager	By:_____ Name: Title:
ATTEST:	ATTEST:
By:_____ Vicki Tarrant, City Secretary	By:_____ Name: Title:

Attachment: Diego Matehuala ID 977866 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by **Jason Laumer**, **City Manager** of the City of Celina, Texas, on behalf of said City.

(SEAL)

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____, _____ of the Licensee, on behalf of said group.

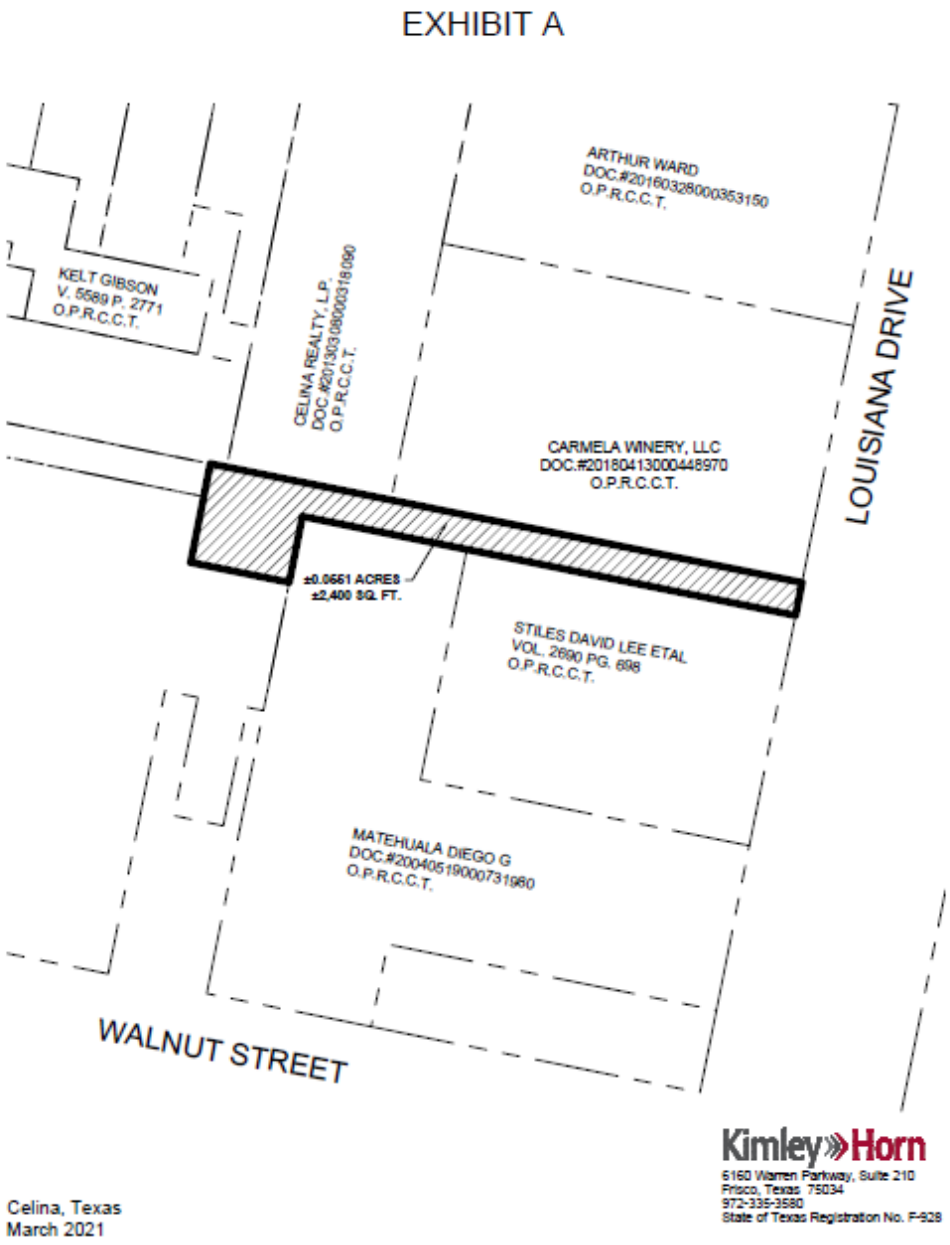
(SEAL)

_____
Notary Public in and for
the State of Texas

After recording, return to:
Vicki Tarrant, City Secretary
City of Celina
142 North Ohio Street
Celina, TX 75009

Attachment: Diego Matehuala ID 977866 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

EXHIBIT A
Depiction of Alley

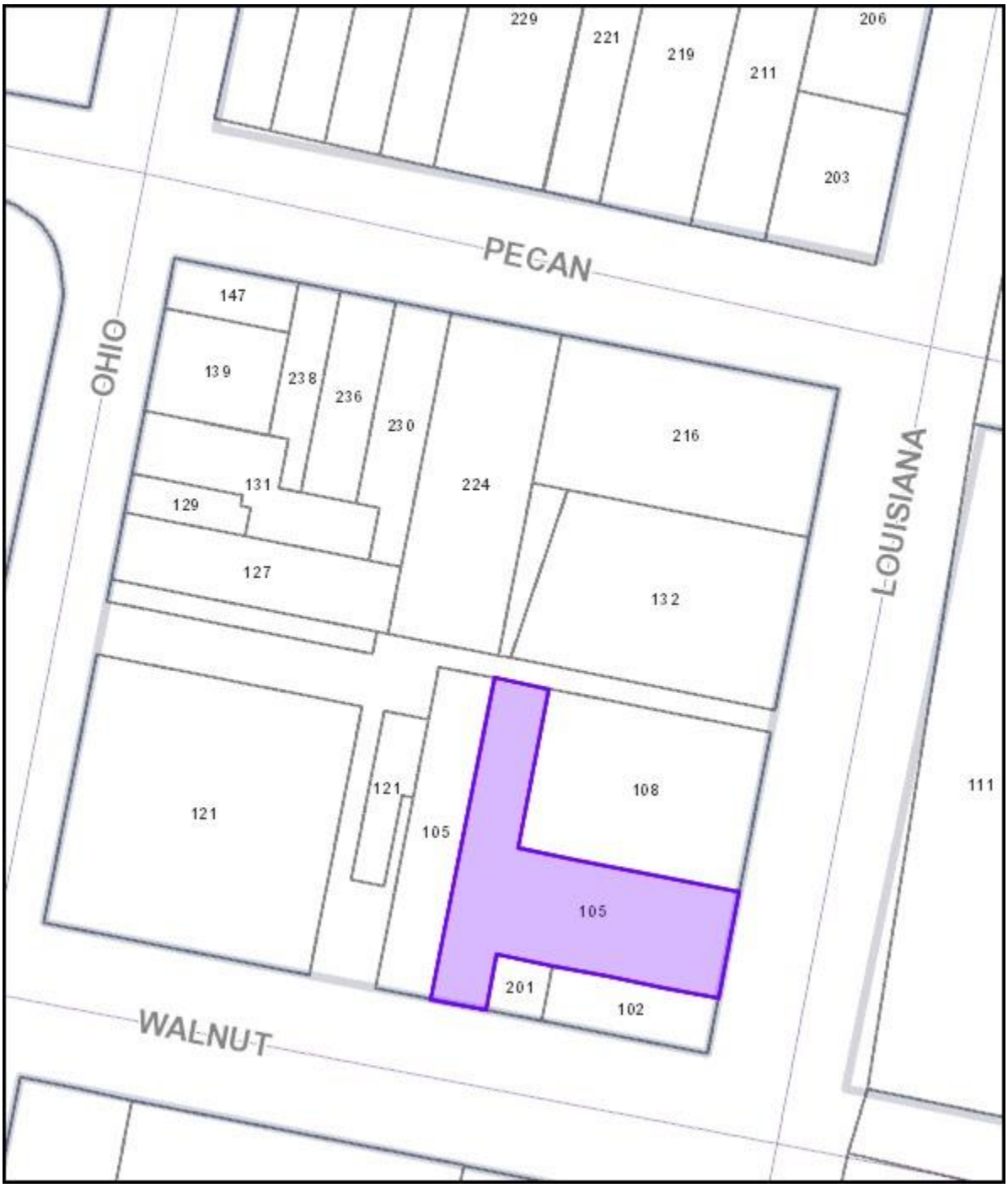


Attachment: Diego Matehuala ID 977866 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

EXHIBIT B
The Improvements

Attachment: Diego Matehuala ID 977866 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

EXHIBIT C
The Property



Attachment: Diego Matehuala ID 977866 Downtown Alley-Patio License Agr MFM 6.29.21 (Diego Matehuala License Agreement)

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, Director of Engineering
Date: July 13, 2021
Re: Dallas Parkway Water Line, W50

Action Requested:
Consider and act to authorize an agreement for engineering services to Freese & Nichols, Inc., for design of the Dallas Parkway Water Line in an amount not to exceed $685,800.00. (Berry)

Background Information:
Services include the design and construction services for a new transmission line from the Celina Road Pump Station (CRPS) allowing development to continue within the western side of the Low Pressure Plane. The pipeline will connect to existing piping at the Celina Road Pump Station and connect to proposed piping within the Dynavest development. The pipeline is estimated to be 11,500 feet and a diameter up to 42-inches. The final pipeline size and easement need will be determined during the design. The pipeline will include air valves, blowoff valves and cathodic protection.

The agreement including the fee schedule and timeline are attached.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:
Council may reject the authorization and direct staff.

Financial Considerations:
Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Design Services

Life Connected.

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** _____

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Freese and Nichols, Inc.		
Consultant Project #:			
Project Name:	West Transmission Pipeline		
Purchase Order#		**Project #(s)**	N/A

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Attached as Exhibit A**
2. **Compensation:** **Attached as Exhibit B**
3. **Timeline:** **Attached as Exhibit C**

Attachment: 2021 Work Order_West Transmission Pipeline Final (Dallas Parkway Water Line Design, W50)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
	Signature
Jason Laumer, City Manager	Clayton C. Barnard, PE, Principal/ Vice President
Date	Date

Attachment: 2021 Work Order_West Transmission Pipeline Final (Dallas Parkway Water Line Design, W50)

EXHIBIT A
SCOPE OF SERVICES

Project Understanding:

The City of Celina (Owner) has several large developments within the Low Pressure Plane that will begin development in the near future. The largest development, Dynavest, will have a buildout peak hour water demand of 32 MGD. New water infrastructure is necessary to supply the needs for these developments. Two 18-inch lines are proposed from existing and planned infrastructure near downtown that will serve the first phase of development. This project will include the design and construction services for a new transmission line from the Celina Road Pump Station (CRPS) allowing development to continue within the western side of the Low Pressure Plane.

The pipeline will connect to existing piping at the Celina Road Pump Station and connect to proposed piping within the Dynavest development. The pipeline is estimated to be 11,500 feet and a diameter up to 42-inches. The final pipeline size and easement need will be determined during the design. The pipeline will include air valves, blowoff valves and cathodic protection.

It is anticipated this project will be constructed as a single construction contract.

Project Assumptions:

- Final design of the transmission line is from the CRPS, north of Celina Rd and County Rd 9 to the proposed Dynavest development at J Fred Smith Parkway.
- The pipeline route was assumed to follow along County Road 9 and total length is approximately 11,500 feet. The preliminary alignment study will define the final alignment, but no major alternatives are considered for the route.
- Crossing of existing active roadways and driveways will be completed by trenchless steel encasement to minimize disturbance unless directed by the City.
- Design will require coordination with the Dynavest development using the selected pipeline route during final design.
- The pipeline route is assumed to avoid the western part of the soil conservation lake. Services related to coordination and permitting with the Soil Conservation Service Site 20 Reservoir are not included. Pipeline route planning will consider cost, schedule, and regulatory impacts if the final route is in proximity to the dam and additional services may be required.
- Environmental services will include site visit and technical memorandum documenting Section 404 and Texas Historical Commission requirements.
- The pipeline will be designed to meet the terms and conditions of Nationwide Permit (NWP) 58, *Utility Line Activities for Water and other Substance,* without requiring the preparation and submittal of pre-construction notification (PCN) to the U.S. Army Corps of Engineers (USACE).

Basic Services:

Freese and Nichols, Inc. (FNI) shall render the following professional services in connection with the development of the Project:

Project Management

1. Conduct kickoff meeting to review scope, schedule, and budget; determine any special conditions that may affect design and/or construction; discuss administrative requirements of Owner; and to develop design criteria.

2. Manage efforts of internal design team and sub-consultants on the Project and perform Quality Control review of all deliverables.

Attachment: 2021 Work Order_West Transmission Pipeline Final (Dallas Parkway Water Line Design, W50)

3. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.

4. Prepare monthly reporting including status report, recent activities, schedule updates, and scope changes. Prepare monthly invoices.

Task 1 – Alignment Study: FNI shall provide professional services in this phase as follows:

1. Advise Owner as to the necessity of Owner's providing or obtaining data or services from others and assist Owner in connection with any such services. Collect and review existing data, reports, mapping, and records from Owner. Review documents associated with the project. Provide analyses of Owner's requirements for the Project, including planning, surveys, site evaluations and comparative studies of prospective sites and solutions.

2. Utilize the hydraulic model to determine the final pipeline diameter.

3. Prepare a desktop route study for the pipeline. Obtain GIS mapping of the route corridors, where available. The desktop study will review two pipeline routes. One route will be along the proposed Dallas North Tollway (DNT) and the second along the proposed Legacy Dr. Study shall include analysis of hydraulics, construction costs, conflicts with existing infrastructure, land costs (to be provided/coordinated with Owner), environmental considerations, accessibility and permitting requirements. Furnish two (2) copies of the route analysis.

4. Attend one (1) review meeting to discuss the review comments recommendations based on the desktop route study.

5. Based upon desktop pipeline route study, FNI will proceed with final pipeline alignment selection.

    a. Provide GIS alignment to surveyor to prepare property boundary information in GIS format. Owner will obtain Right of Entry.
    b. FNI will review alignment in the field and make modifications to avoid conflicts and determine the final pipeline alignment. Final alignment will be based upon property considerations, constructability, hydraulics, delivery point locations, construction costs, conflicts with existing infrastructure, land costs (to be provided/coordinated with Owner), environmental considerations, accessibility and permitting requirements.
    c. FNI will meet with third party road and railroad authorities, utility owners, and other agencies having jurisdiction over alignment approval. Meetings will be to coordinate the third-party requirements and seek approval of the final alignment. FNI will gather mapping of existing utilities to assist in route selection and pipeline design.
    d. FNI will update GIS mapping based upon the field alignment selection and provide copies to Owner. FNI will receive comments from Owner and finalize the pipeline alignment, update GIS Mapping and issue two (2) copies of final alignment map books to Owner.

6. Attend one (1) review meeting to discuss the review comments recommendations based on the final alignment map books.

7. Deliverables for the Study Phase include

    a. Preliminary routing analysis and supporting OPCC

    b. Alignment Study Map Books and supporting OPCC

Attachment: 2021 Work Order_West Transmission Pipeline Final (Dallas Parkway Water Line Design, W50)

Task 2 – Final Design: After approval of the final pipeline alignment, FNI shall provide professional services in this phase as follows:

1. Review City of Celina's front end documents, including bid documents, general conditions, and special conditions for construction. Meet with Owner to resolve review comments, and revise documents accordingly.

2. Prepare applications for routine permits such as road and railroad crossing permits and TCEQ Approval. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.

3. Prepare revised opinion of probable construction cost at the 60% and 95% submittals.

4. 60% Design: Prepare drawings, specifications of improvements to be constructed. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. Furnish Owner two (2) sets of 11"x17" drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Pipeline plans will include plan and profile sheets, pipeline appurtenances, and typical details. FNI will receive comments from Owner and address comments in the 95% Review.

5. 95% Design: Furnish Owner two (2) sets of drawings, specifications, cathodic protection design (as necessary), detail and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include all plans and specifications with minor corrections and notes remaining. FNI will receive comments from Owner and address comments in the Final Draft. Upon final approval by Owner, FNI will provide Owner two (2) sets of "Final" plans and specifications.

6. Deliverables for the Final Design Phase include:

    a. Front end documents for construction and equipment packages
    b. Routine Permit Applications (Road Crossing, Railroad Crossing, NTTA, TCEQ Approval)
    c. Information to utility companies to acquire utility service (electric, telephone, water, wastewater, gas)
    d. OPCC at 60% and 95% submittals
    e. 60% submittal of Plans and Specifications
    f. 95% submittal of Plans and Specifications
    g. Final Plans and Specifications

Task 3 – Bid Phase: Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:

1. Assist Owner in securing bids. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.

2. Submit electronic copies of plans, specifications and bidding documents for City's web-based procurement system.

3. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents if necessary.

4. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of

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addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.

5. At Owner request, FNI will assist Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner.

6. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

7. Deliverables for the Bid or Negotiation Phase include:

    a. Notice to Bidders
    b. Electronic copies of plans, specifications, bidding documents, and addenda
    c. Recommendation of Award with tabulation of bids

Task 4 – Construction Phase: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the Owner agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.

2. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

3. Make visits monthly (up to a total of 10) appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and

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will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.

4. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

5. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

6. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.

7. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Owner in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.

8. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of 11"x17" prints and one pdf set of "Record Drawings" shall be provided by FNI to Owner.

SPECIAL SERVICES:

Special Services to be performed by FNI include the following:

Task 5 – Environmental Services: Upon notice to proceed, FNI, will begin environmental services as described as follows:

1. FNI Environmental Scientists will coordinate with the design team during the alignment study and conduct an environmental desktop review of up to three alignments to identify potential Pre-Construction Notification (PCN) triggers. FNI will also prepare a section of the alignment study report on preliminary environmental permitting findings and recommendations.

2. Once the alignment has been selected and the limits of construction (LOC) have been defined, FNI will assemble data such as aerial photos, USGS topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory maps, U.S. Geological Survey (USGS) National Hydrography Dataset (NHD), and LOC in digital format for developing field maps and uploading to the GPS unit.

3. Once the alignment has been selected and the LOC have been defined, FNI environmental scientists will conduct a pedestrian survey along the approximately 11,500 lf pipeline route within the proposed LOC. Boundaries of potential waters of the U.S., including wetlands, will

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be identified with a GPS unit within the LOC. FNI scientists will also assess habitat within the proposed LOC to determine if potential habitat for federally listed threatened or endangered species is present. The scope does not include a full delineation to the level of detail required for submittal to the USACE.

4. At 60% design, FNI Environmental Scientists will review the plans with the design team and prepare a technical memorandum documenting the results of the site visit and an opinion as to whether or not the project has been designed to meet the terms and conditions of NWP 58, without the preparation and submittal of a PCN.

5. Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, and in accordance with NWP General Condition 20 *Historic Properties*, coordination with THC will be required. Once the Area of Potential Effect (APE) has been defined, FNI's archeologist will prepare a letter describing the project, including maps, requesting review by the THC to determine if a cultural resources survey will be required. This task does not include the cultural resources survey, if required, it can be provided as an additional service.

6. FNI Environmental Scientists will coordinate with the project team (Owner and design team) on the findings of the environmental permitting evaluation and provide environmental input during design to avoid potential PCN triggers or other environmental concerns.

Task 6 – Topographical Survey: Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided:

1. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and scaled to surface coordinates. The vertical values will be based on GPS derived ellipsoid heights and adjusted to North American Vertical Datum of 1988 (NAVD88) elevations using Geoid 12B. Control Points will also be tied into the City of Celina control monuments.

2. Research current property owners and obtain copies of subdivision plats, ownership deeds, and existing easements within the project area.

3. Locate existing property corners and right-of-way corners to establish property lines and street rights-of-way.

4. Design survey to include pavement edges, curb and gutter, buildings, driveways, culverts, fences and gates, signs, mailboxes, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features.

5. Provide a digital design survey drawing in AutoCAD (.dwg) format prepared to FNI standards showing visible surface features located, an ASCII point file, and a copy of field notes and field sketches.

Task 7 – Easement Documents: Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of a surveying firm to perform easement document services for the project. The following shall be provided:

Attachment: 2021 Work Order_West Transmission Pipeline Final (Dallas Parkway Water Line Design, W50)

1. Prepare up to seven (7) parcel exhibits with legal descriptions for permanent easements, signed and sealed by a Registered Professional Land Surveyor.

2. Prepare up to seven (7) parcel exhibits with legal descriptions for temporary easements, signed and sealed by a Registered Professional Land Surveyor.

Task 8 – Subsurface Utility Engineering (SUE): Consultant shall retain (as a subconsultant) and monitor subsurface utility engineering (SUE) services. SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data):

1. As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

    a. Quality Level D (QL "D") – Information derived from existing records.
    b. Quality Level C (QL"C") – QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
    c. Quality Level B (QL "B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
    d. Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

3. For this project, QL's "B" and "A" SUE, as previously defined, will be provided. The QL "B" will include from the west edge of pavement, to approximately 50-ft west of the edge of pavement along CR 9, and through private property south of CR 9. We anticipate potential crossing utilities at CR 8.

4. The QL "A" will consist of up to five (5) test holes, along the proposed water line alignment.

5. Consultant and Sub-consultant will attempt to place the test holes outside the paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.) these services will be additional to the contract.

Task 9 – Geotechnical Engineering: Consultant will render the following geotechnical engineering professional services in connection with the project for purposes of providing geotechnical data and information on the anticipated subsurface conditions at select locations along the pipeline alignment. The services will include field exploration, laboratory testing, and reporting.

Field Exploration

1. Drill up to eleven (11) exploratory borings along the planned alignment for evaluation and identification of subgrade soils. The borings will be drilled to termination depths of 20 feet below existing grade.

2. Conduct one (1) site visit to mark proposed boring locations and determine and coordinate

Attachment: 2021 Work Order_West Transmission Pipeline Final (Dallas Parkway Water Line Design, W50)

access. The Engineer will coordinate with the City and will notify Texas 811 of the planned borings prior to commencement of the field exploration activities in order to locate existing underground utilities within the area.

3. Subcontract with a drilling contractor to drill the borings and collect samples of the subsurface materials. The use of an all-terrain drilling rig is planned to access open pasture and/or agricultural fields.
    a. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored and/or tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
    b. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
    c. The borings will be backfilled with auger cuttings upon completion of drilling and sampling.

4. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

Laboratory Testing

1. Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.

2. The Engineer will select samples for laboratory testing, assign tests, and review the test results.

3. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
    a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
    b. Moisture content
    c. Unit dry weight
    d. Unconfined compressive strength

Reporting

1. Prepare a Geotechnical Data Report for inclusion as technical data within the construction documents. The report will include the following:
    a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
    b. General discussion of subsurface soil exploration and laboratory test results.

2. Submittals will include an electronic PDF copy of the Geotechnical Data Report.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are

Attachment: 2021 Work Order_West Transmission Pipeline Final (Dallas Parkway Water Line Design, W50)

not included in the above described basic services, are described as follows:

A. Field layouts or the furnishing of construction line and grade surveys.

B. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.

C. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time. Providing services after the completion of the construction phase not specifically listed in Article II. Visits to the site in excess of the number of trips included in Special Services for periodic site visits, coordination meetings, or contract completion activities. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted. Provide follow-up professional services during Contractor's warranty period.

D. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.

E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

F. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

G. Preparing Operation and Maintenance Manuals or conducting operator training.

H. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

I. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If Owner provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will

Attachment: 2021 Work Order_West Transmission Pipeline Final (Dallas Parkway Water Line Design, W50)

work under the direction of and be responsible to the Resident Project Representative. Owner agrees that whenever FNI informs him in writing that any such personnel provided by the Owner are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

J. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

K. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.

L. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

M. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

N. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

O. Services required to resolve bid protests or to rebid the projects for any reason.

P. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.

Q. Additional exploratory drilling and associated laboratory testing due to soft or loose soil conditions, depth of rock, or other unexpected site conditions.

R. Site clearing for drill rig access.

Attachment: 2021 Work Order_West Transmission Pipeline Final (Dallas Parkway Water Line Design, W50)

EXHIBIT B

ENGINEERING FEE SUMMARY:

FNI proposes to furnish services as described herein for a total fee of Six Hundred Ninety-Three Thousand Seven Hundred Fifty Dollars ($693,750). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the CLIENT before proceeding.

BASIC SERVICES (LUMP SUM)		AMOUNT
Task 1	Alignment Study	$144,900
Task 2	Final Design	$315,800
Task 3	Bid Phase	$19,700
Task 4	Construction Phase	$84,500
	Subtotal	**$564,900**
SPECIAL SERVICES (HOURLY NOT-TO-EXCEED)		**AMOUNT**
Task 5	Environmental Services	$16,250
Task 6	Topographical Survey	$52,550
Task 7	Easement Documents	$14,000
Task 8	Subsurface Utility Engineering	$20,250
Task 9	Geotechnical Engineering	$25,800
	Subtotal	**$128,850**
	TOTAL	**$693,750**

Attachment: 2021 Work Order_West Transmission Pipeline Final (Dallas Parkway Water Line Design, W50)

EXHIBIT C
TIMELINE

PROJECT SCHEDULE:

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services per the following schedule:

West Transmission Pipeline			
Task	**Item Description**	**Total Days**	**Schedule Month**
	Notice to Proceed	0	July 2021
1	Alignment Study	150	December 2021
2	Final Design	220	July 2022
3	Bid Phase	45	August 2022
4	Construction Phase	360	August 2023
5	Environmental Services	45	March 2022
6	Topographical Survey	35	January 2022
7	Easement Documents	20	May 2022
8	Subsurface Utility Engineering	30	April 2022
9	Geotechnical Engineering	40	February 2022

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to an equitable adjustment of rates and amounts of compensation and FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay.

Attachment: 2021 Work Order_West Transmission Pipeline Final (Dallas Parkway Water Line Design, W50)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
Date: July 13, 2021
Re: <Insert Subject/RE Here>

Action Requested:
Review and Acceptance of the Quarterly Investment Report for the period end June 30, 2021 (Bromiley)

Background Information:
The purpose of this item is to provide City Council an overview of the City's cash and invested balances for the fiscal period ending June 30, 2021.

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:
Q2 2021 Investment Report

Staff Recommendation:
Review and Acceptence

City of Celina
Quarterly Report
Quarter Ending: 6/30/2021

Economic Outlook:

The policy statement following the June 15-16 Federal Open Market Committee (FOMC) meeting noted, "progress on vaccinations has reduced the spread of COVID-19 in the United States. Amid this progress and strong policy support, indicators of economic activity and employment have strengthened." Economic growth and inflation forecasts for the second half of 2021 were revised upwards. While the FOMC kept policy unchanged at the meeting, many Fed officials have moved forward the timeline for lift-off of policy interest rates in the Dot Plot. Thirteen FOMC members think the first rate hike could happen in 2023, seven members see it happening in 2022.

The onslaught of price inflation and wage gains got the FOMC to "talk about talking about" tapering or dialing back QE asset purchases at the June FOMC meeting. While acknowledging that price pressures have been larger than expected, Fed Chairman Powell and other committee members have reiterated the view that the current inflation surge will be temporary and upward price pressures will fade as supply-chain glitches caused by the reopening economy are resolved. They also believe wage momentum may slow as labor supply constraints ease in September when schools open. The Fed is in no hurry to scale back QE asset purchases or to be begin to normalize rates and would like to see how things progress in the months ahead. The Fed's "wait for actual evidence of actual inflation or other imbalances," appears to be on a path to happen sooner rather than later and could have the Fed start reducing its extraordinary accommodative policy prior to the median dot plot suggests.

-Samco Capital June 30, 2021

Listing by Maturity Date			3/31/2021			6/30/2021				
Investment	Institution	Account	Beginning	Interest Earned	Change	Ending	% of Total Porfolio	Unrealized G/L	Interest Rate	Avg Weighted Yield to maturity of Portfolio Compared to Benchmark*
Public Fund Now Acct	Independence Bl	#0052 GF MMA	$ 20,459,355	$ 40,775	$ 2,756,379	$ 23,256,508	23%	0	0.750%	n/a
Public Fund Now Acct	Independence Bl	#1532 WS MMA	$ 22,091,894	$ 43,095	$ 1,845,455	$ 23,980,444	24%	0	0.750%	n/a
Public Fund Now Acct	Independence Bl	#8142 Pooled Cas	$ 46,348,541	$ 80,060	$ (3,597,019)	$ 42,831,582	42%	0	0.750%	n/a
Public Fund Now Acct	Independence Bl	#0258 Old Acct	$ 363,849	$ 815	$ 138,211	$ 502,875	0%	0	0.750%	n/a
Public Fund Now Acct	Independence Bl	#4191 Forfeiture	$ 27,850	$ 53	$ 1,315	$ 29,217	0%	0	0.750%	n/a
Public Fund Now Acct	Independence Bl	#9907 I&S Fund	$ 10,393,898	$ 19,518	$ 87,530	$ 10,500,946	10%	0	0.750%	n/a
Pooled	Texpool**	#0007 GenFund	$ 62,004,063	$ 1,889	$ 0	$ 62,005,952	61%	0	0.013%	n/a
Pooled	Texpool**	#0006 W&S Acct	$ 3,363	$ -	$ -	$ 3,363	0%	0	0.013%	n/a
		Total	$ 99,685,386	$ 184,315	$ 1,231,872	$ 101,101,573	100%	avg	0.57%	

** All investments are in interest bearing accounts with terms of same day cash available upon demand.*

***Texpool WAM 29 days as of 6.30.2021 (https://www.texpool.com/texPool/pools/historical-monthly-average-performance/investment-pools/texpool.do). Maximum allowed is 100%.*

The City of Celina's investment portfolio is in compliance with the State Law and the investment strategy and policy approved by the City Council.

Robin Bromiley 07/07/2021

Robin Bromiley, Finance Director/Investment Officer Date

Attachment: Q2 2021 Investment Report (Quarterly Investment Report for period end June 30 2021)

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Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Manager
CC:	Andy Glasgow, Director of Engineering
Date:	July 13, 2021
Re:	2021 Street Maintenance Change Order 2

Action Requested:
Consider and act to authorize Change Order 2 for additional work on the 2021 Street Maintenance (Vest Lane (CR84) between CR 83 and CR 86) to Reliable Paving, Inc., in an amount not to exceed $83,589.00 (Berry)

Background Information:
On April 13, 2021 Council authorized the award of Bid 2021-0069 for the 2021 Street Maintenance. The award was authorized and included ten percent contingency funds. Change Order 2, exceeds $50,000 and by statute requires Council authorization.

Alternatives:
Council may reject the change order and direct staff.

Financial Considerations:
Funding is available in the current budget.

Legal Review:
N/A

Supporting Documents:
Change Order 2

Staff Recommendation:
Authorize Change Order 1

CITY OF CELINA

CHANGE ORDER # 2 **PO #** 21-00003063 **CONTRACT #** _____

BID/PROJECT NAME: 2021 Annual Street Maintenance

VENDOR NAME: Reliable Paving, Inc.

Item	Description	Amount	Days (+/-)
1	CR 84 improvements (from CR83 to CR86)	$ 83,589.00	0
2			
3		$ -	
4		$ -	
5		$ -	
6		$ -	
7		$ -	
8		$ -	
9		$ -	
10		$ -	
11		$ -	
12		$ -	
13		$ -	
14		$ -	
15		$ -	
16		$ -	
	Total Change	$ 83,589.00	0

Change in Contract Price:	
Original Contract Price:	$1,385,561.17
Change Order #1	$98,187.00
Change Order #2	$83,589.00
Change Order #3	$0.00
Change Order #4	$0.00
Change Order #5	$0.00
New Contract Amount	$1,567,337.17
Precentage of Original Contract:	13.12%

Change in Contract Times:	
Original Number of Days:	
Change Order 1	
Change Order 2	
Change Order 3	
Change Order 4	
Change order 5	
New Number of Days	
New End Date:	

Please amend the PO by adding or deducting the following amounts to/from the funding sources listed here:

Account Number	Amount

APPROVAL: Contractor

Signature Contractor	Printed Name & Title	Date
	Steven Lancaster - Project Engineer	6/29/2021

APPROVAL: City of Celina

Project Manager	Date	Director	Date
Inspector	Date	Town Manager	Date

FINANCE / PURCHASING

Is the change order amount over 25% of the original contract? ___ Yes ___ No

If yes, date of Council authorization (approval of new amount) _____ Date

Was a budget amendment form needed / submitted? ___ Yes ___ No

JE Date for budget transfer. _____ Date

Dawn Berry, Purchasing Agent	Date	Finance	Date

Attachment: CO 2 (2021 Street Maintenance CO2)

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 13, 2021
Re: Budget Amendment FY2020 - 2021

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:
A FY 2021 budget amendment is requested for the FY2020-2021 Operating Budget

Board Review/Citizen Input:

Alternatives:

Financial Considerations:
The General Fund expenses are covered by fund balance.
The Water/Wastewater expenses are covered by fund balance.

Legal Review:

Supporting Documents:
Ordinance Amending Budget
Exhibit A

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2020-77, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2020-2021 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT "A", ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2020-2021, heretofore previously adopted by Ordinance 2020-77; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City's budget for the fiscal year ending September 30, 2021, heretofore previously adopted by Ordinance 2020-77 duly enacted by the City Council of the City of Celina on the 8th day of September, 2020, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit "A" be hereby appropriated and reallocated as specified for those purposes designated in Exhibit "A".

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

Attachment: 2021-xx Amend Budget ordinance July 13 2021 (Budget Amendment July 2021 - FY 21)

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day of July, 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2021-xx Amend Budget ordinance July 13 2021 (Budget Amendment July 2021 - FY 21)

Exhibit A

Meeting date: July 13, 2021
FY2021 Budget Amendment Detail

BUDGET AMENDMENT

Budget Change # _____

Account #	Account Name	Description	Adjustment
122-123-000-7500	TRANSFERS OUT	Agreement with EDC	200,000.00
122-400-000-4343	TECHNOLOGY FEES	Permitting	(200,000.00)
102-112-000-7501	TRANSFERS TO VERF	Police Verf Funding	45,935.00
102-31-3050	FUND BALANCE	General Fund Balance	(45,935.00)
120-111-000-8600	LAND ACQUISITION	Future Road Project	405,000.00
120-31-3050	FUND BALANCE	Capital Acquisition Fund Balance	(405,000.00)
109-113-000-8600	LAND ACQUISITION	SE Community Park Project Land Acquisition	125,000.00
109-400-000-4342	PARK FEES	Permitting	(125,000.00)
202-119-000-6200	CONTRACT SERVICES	Rate Study	37,000.00
202-119-000-6400	MAINTENANCE AGREEMENTS	Graphic Design for Website	8,043.00
202-119-000-6624	PRINTING	Water Bill Insert	10,729.00
202-31-3050	FUND BALANCE	Enterprise Fund Balance	(55,772.00)
		Revenue and Expense Offset to Zero	-

Description
Budget Amendment Ordinance

Created By	Date	Yes	No
Robin Bromiley	7/13/2021		
Reviewed By	Date	Approved by Council	
Entered By	Date	Date	

Attachment: 2021-xx Amend Budget ordinance July 13 2021 (Budget Amendment July 2021 - FY 21)

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, Director of Engineering
Date:	July 13, 2021
Re:	PW Service Center Improvements, Amendment 1

Action Requested:
Consider and act to authorize the use of amendment 1 to the design agreement for the Public Works Service Center Improvements Phase 1 with Quorum Architecture in an amount not to exceed $13,700.00 (Berry)

Background Information:
On September 8, 2020 Council authorized the agreement for design services to the Public Works service center improvements, Phase 1. The additional services are to accommodate the additional staff associated with District 10.

Alternatives:
Council may reject the change order and direct staff.

Financial Considerations:
Funding is available in the current budget and previously authorized.

Legal Review:
N/A

Supporting Documents:
Change Order

Staff Recommendation:
Authorize the Amendment

quorum
ARCHITECTURE · INTERIOR DESIGN

May 31, 2021

Kimberly Brawner, PE, PTOE
Executive Director of Public Services
142 N. Ohio Street
Celina, TX 75009

RE: Public Works Facility Renovations
Amendment 01 Proposal
Quorum No: 19019.01

Dear Kim,

Quorum Architects, Inc. is pleased to submit this proposal for Amendment 01 to our agreement dated 09/08/2020, PO No. 20-00002267. This amendment is for extensive revisions to the documents after they were already approved and on the street for bidding. The revisions include enlarging the Crew room and the mezzanine above, adding power / data in the existing office upstairs, finishing out the existing two-bay metal building for a sign shop, and incorporating other minor comments and changes. Additionally, with the enlarged crew room, we will need to provide and detail a 2 hour separation of the larger crew room from the rest of the facility since the building is not sprinklered. These changes results in evaluation of the building code and accessibility requirements. A second floor is not allowed in this building due to wood construction and not being sprinkled. We estimate that well over half of the sheets will need revisions plus adding new sheets for the additional building. Additionally, we will also need to pay for a second accessibility review. We anticipate work on the metal building to mostly include adding power / data, adding a City salvaged air conditioner, insulation and perimeter wallboard and insulation. We do not anticipate adding walls, openings, or a ceiling, or any plumbing or structural modifications and have not included any civil site work around that building.

We propose to perform the work described above for a lump sum fee of $13,700 which includes modifications at both buildings, our MEP and structural consultant costs as well as a second review fee for accessibility and rebidding the project.

Quorum Architects, Inc. sincerely appreciates the opportunity to submit this proposal and looks forward to beginning this project. Please indicate acceptance of this proposal and notice to proceed by signing below and returning one electronic copy.

Sincerely,
Quorum Architects, Inc.

David G. Duman, AIA
TX Registration #14305

Authorized Signature
City of Celina

Attachment: Design - Amendment 01 PW renovations revisions (PW Bldg Improvements - Amendment 1)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	David Amsler, Assistant
CC:	Jason Laumer, City Manager
Date:	July 13, 2021
Re:	Creation of the Special Events Advisory Committee

Action Requested:
Consider and act upon a resolution creating the Special Events Advisory Committee (Lynch)

Background Information:
SEAC will provide advice and assistance to the Marketing department regarding special events in the City.

Board Review/Citizen Input:
N/A

Alternatives:
The City Council may deny or amend the creation of SEAC.

Financial Considerations:
N/A

Legal Review:

Supporting Documents:
Resolution

Staff Recommendation:
Approve

CITY OF CELINA, TEXAS
RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ESTABLISHING THE SPECIAL EVENTS ADVISORY COMMITTEE; ISSUING THE COMMITTEE'S CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the number and scope of recreational and community special events sponsored by the City and other community organizations had increased in recent years; and

WHEREAS, the City Council has determined that citizen input and participation is critical to the continued growth of existing special events and the continuation of new ones.

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

SECTION 1: That the Celina Special Events Advisory Committee (hereafter "Committee") is hereby established.

SECTION 2: That the Committee shall be composed of seven (7) voting members appointed by and serving at the pleasure of the City Council.

SECTION 3: That the terms of office shall be two (2) years except that three (3) of the initial board members shall serve for a one (1) year initial term.

SECTION 4: The Committee shall meet and operate in accordance with the Texas Open Meeting Act and Texas Public Information Act and other applicable law.

SECTION 5: That the Committee duties are as follows:

a. To conduct research and provide advice on improving existing special events and the creation of new special events; and
b. To encourage its members and other citizens to volunteer at special events; and
c. To conduct surveys and prepare reports related to special events as directed by the City Council or the City Director of Marketing and Public Information; and
d. To provide other support or recommendations related to special events as directed by the City Council or the City Director of Marketing and Public Information.

Attachment: 2021 0629 Resolution for Spec Events Comm (SEAC)

SECTION 6: That this Resolution shall become effective immediately upon its passage and execution.

PASSED AND APPROVED this the _____ day of July 2021 at a regular meeting of the City Council of the City of Celina in which a quorum was present.

CITY OF CELINA

BY:_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

Attachment: 2021 0629 Resolution for Spec Events Comm (SEAC)

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 13, 2021
Re: Venya Gardens - Development Agreement

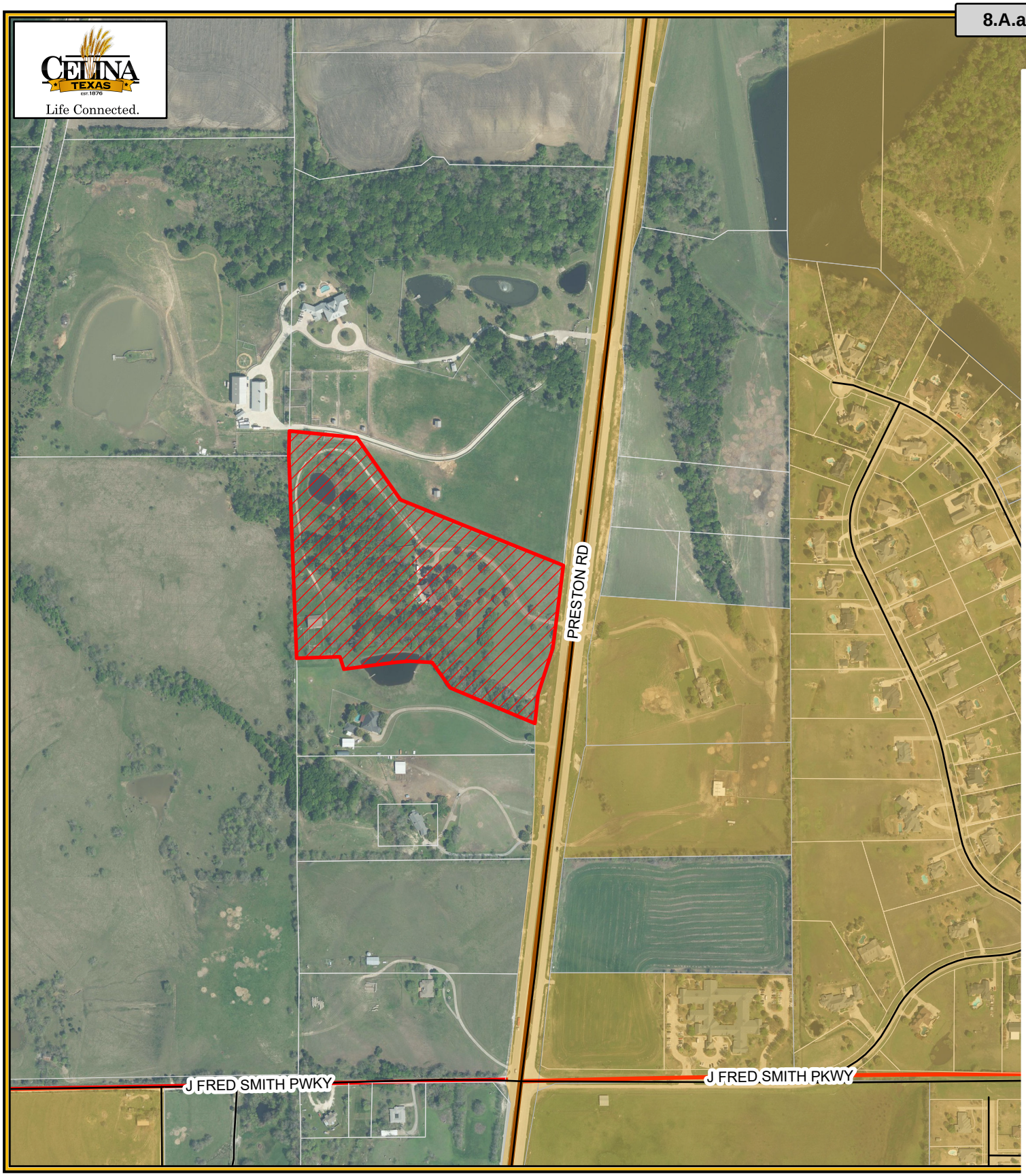
Action Requested:
Conduct a public hearing and act upon a Development Agreement for approximately 19 acres of land, generally located west of Preston Road and 1,500 feet north of J Fred Smith Parkway. (Venya Gardens – Development Agreement) (Mohan)

Applicant:
KFM Engineering & Design
3501 Olympus Blvd., Ste. 100
Dallas, TX 75019

Background Information:
The 19-acre property is currently in the Extraterritorial Jurisdiction (ETJ). The applicant's request is for the development agreement, and to annex and zone the property to Commercial, Office, & Retail Zoning District (C) with the Preston Road Overlay for an events center use. Refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Venya Gardens – Development Agreement)

Legend

- Roads
- City Limits
- Parcels
- Subject Property

1600 N Preston
Location Map
City of Celina

5/26/2021

N
W E
S

0 435 870
Feet

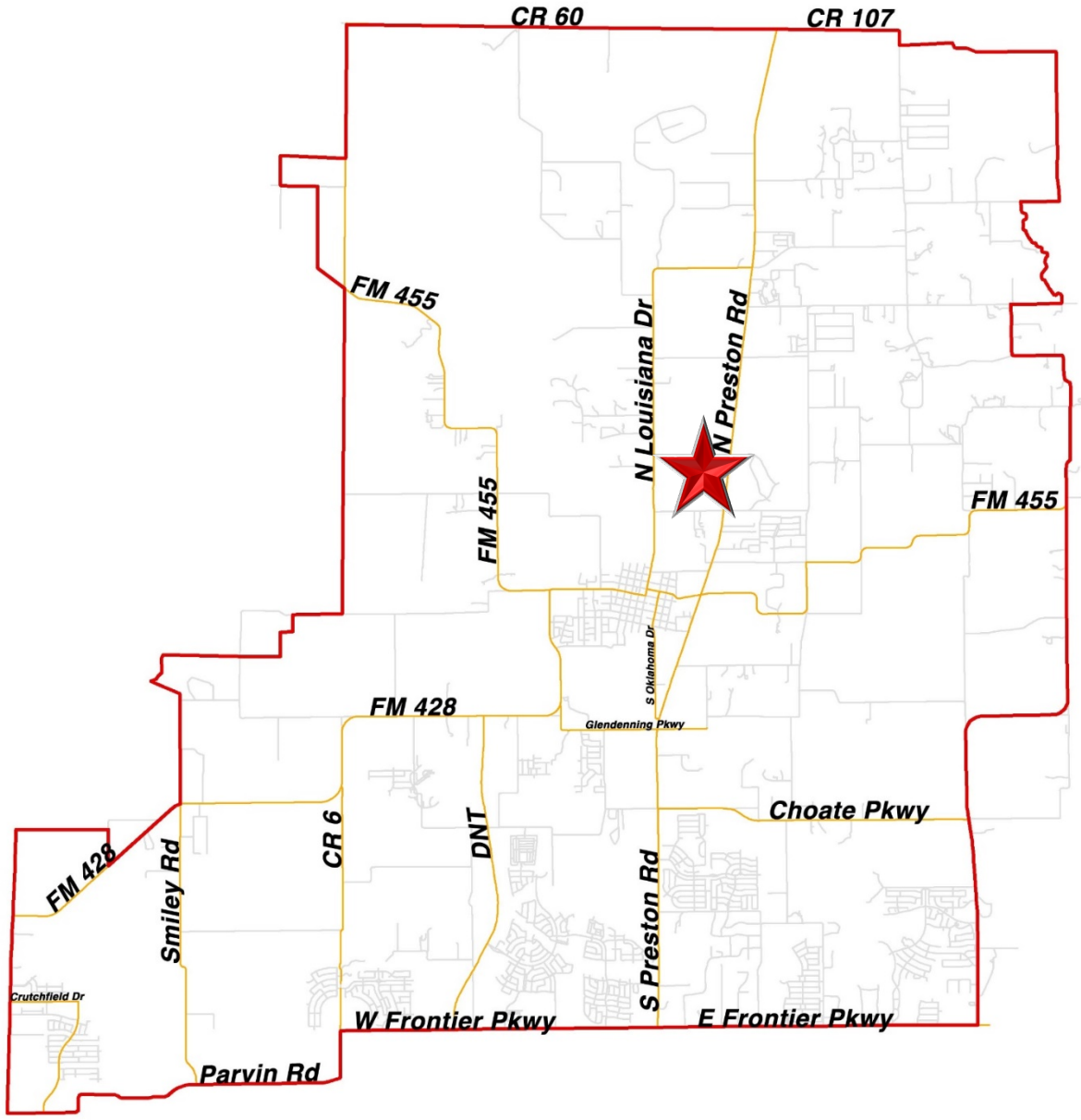
Venya Gardens (1600 N. Preston)

Development Agreement, Annexation, & Zoning

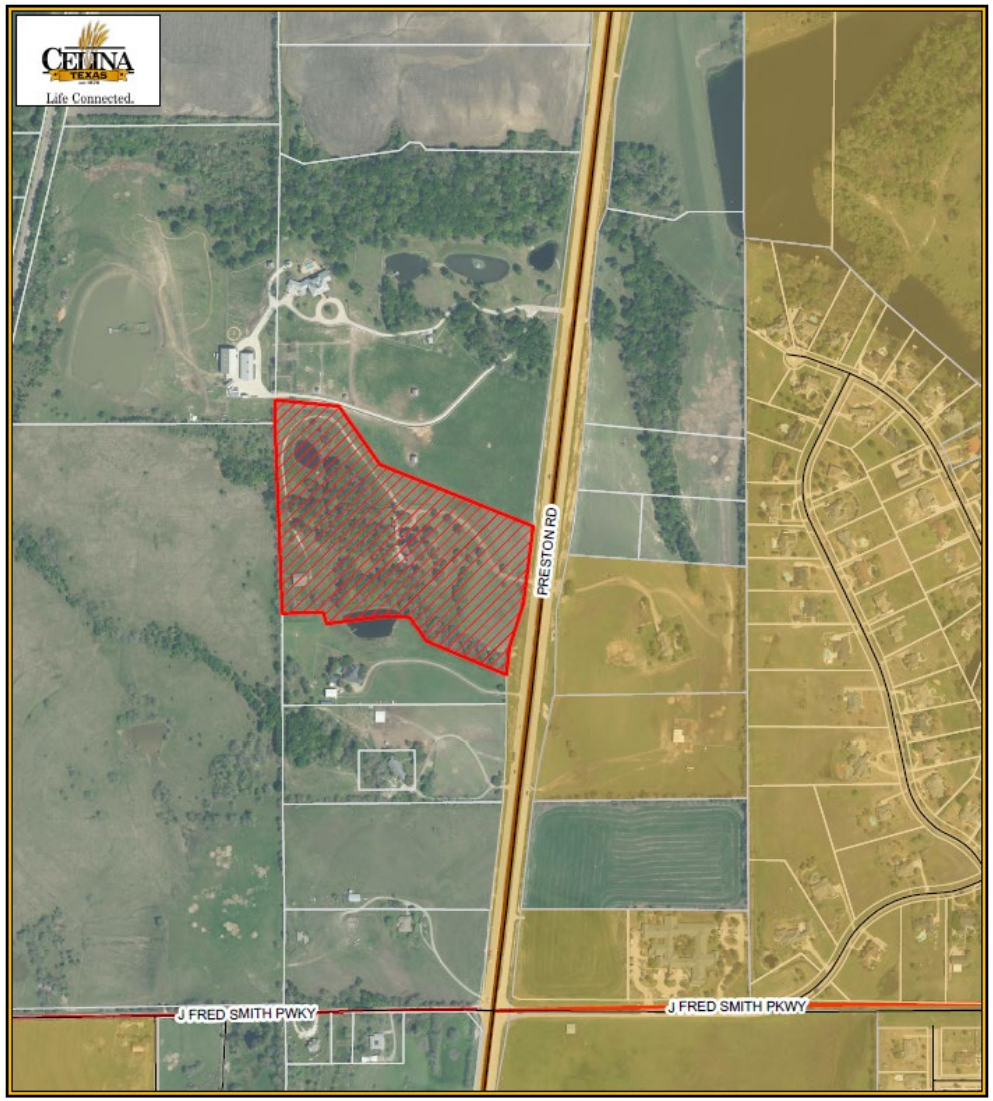
City Council

July 13, 2021

Attachment: Staff Presentation (Venya Gardens – Development Agreement)



Attachment: Staff Presentation (Venya Gardens – Development Agreement)



Location Map

The subject property is generally located west of Preston Road, and 1,500 feet north of J Fred Smith Parkway, in the ETJ

Attachment: Staff Presentation (Venya Gardens – Development Agreement)

Background

- The subject property is approximately 19 acres, located within the Extraterritorial Jurisdiction (ETJ), and is voluntarily annexing
- The property signed a 15-year pre-annexation deferral agreement in 2010, agreeing to future annexation, that would not expire until 2025
- The applicant is proposing a base zoning of Commercial, Office, & Retail Zoning District (C) district, with Preston Road Overlay, to operate an events center

Attachment: Staff Presentation (Venya Gardens – Development Agreement)

Project Overview

- The project will abide by all zoning standards, including architecture, and will generally develop per the Concept Plan
- The wooded tract will have pond enhancements, entrance enhancements, and pedestrian paths installed
- Outdoor music restricted past 11 PM and within 200’ of the property line

Attachment: Staff Presentation (Venya Gardens – Development Agreement)

Project Overview

The project is requesting a couple of concessions that staff supports:

- The ability to continue septic until sanitary sewer is available, or until any future phases/expansions
- Allowing one point of access, but future phases/expansions to obtain second point of access on Preston Road

Attachment: Staff Presentation (Venya Gardens – Development Agreement)

Concept Plan

Attachment: Staff Presentation (Venya Gardens – Development Agreement)

Policy Considerations

- Converting an existing residence on a large tract on Preston Road to an events center is not necessarily outside the vision for the corridor
- This request will bring 19 acres into the City limits before the agreement expires
- The Development Agreement, Annexation, and Zoning will be considered by City Council concurrently this evening

Attachment: Staff Presentation (Venya Gardens – Development Agreement)

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its June 15th regular meeting
- Staff recommends approval as presented for the Development Agreement, Annexation, & Zoning

Attachment: Staff Presentation (Venya Gardens – Development Agreement)

DEVELOPMENT AGREEMENT

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

ARTICLE I
RECITALS

WHEREAS, certain terms used herein are defined in Article II; 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, Fivestar Celina Ranch, LLC owns an approximately 18.44-acre tract of land (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and described by metes and bounds in **Exhibit A** and depicted on **Exhibit B**; and

WHEREAS, the Developer intends to develop the Property as a wedding and event venue in accordance with this Agreement in the immediate future (the "Development"); and

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

WHEREAS, the Parties 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 that the Property will be developed in accordance with the agreed concept plan (the "Concept Plan"), attached hereto as **Exhibit C**, and the development standards (the "Development Standards"), attached hereto as **Exhibit D**; 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 Developer intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property (the Public Infrastructure"); and

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

WHEREAS, the Parties agree that the City's standard fees for development shall apply to the Property; and

WHEREAS, the City holds the CCN to provide wastewater service to the Property and the Parties intend for the City to provide wastewater service to the Property when it becomes available in the area; and

WHEREAS, the Developer shall construct an electric utility on the Property as shown in **Exhibit E**; and

WHEREAS, as the Property is within the City's extraterritorial jurisdiction, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code.

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 II
GENERAL TERMS AND DEFINITIONS

The recitals to this Agreement are incorporated herein for all purposes. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

CCN is defined in the Recitals.

City means the City of Celina, Texas

City Assignee is defined in Section 9.2.

City Council means the City Council of the City of Celina.

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

Claims is defined in Section 5.2.

Concept Plan means the concept plan as shown in **Exhibit C**.

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

Developer means Fivestar Celina Ranch, a Limited Liability Company.

Developer Assignee is defined in Section 9.1.

Development is defined in the Recitals.

Development Standards is defined in the Recitals and shown in **Exhibit D**.

Easements is defined in Section 3.3

Effective Date is defined in the introductory paragraph.

Eminent Domain Fees is defined in Section 3.3

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 5.2

Impact Fees means as defined in Chapter 395 of the Texas Local Government Code.

Notice is defined in Section 11.2.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 7.1.

Property means the real property described by metes and bounds in **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means water, wastewater, drainage, roadway, lighting, irrigation and other public infrastructure necessary to serve the full development of the Property.

ARTICLE III
PUBLIC INFRASTRUCTURE

3.1 Public Infrastructure. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent the Development creates the need for easements or rights-of-way within the Property, they shall be dedicated by the Developer to the City by final plat or separate instrument at no cost to the City.

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way.

The following improvements shall be required as part of this Development:

Access:

- At least one point of access from Preston Road shall be required at this phase. Any future phases or expansions shall require a second point of access on Preston Road.

Sanitary Sewer:

- Developer may continue to use a septic system to serve the Property only until such time as the City's sanitary sewer system is available in the area, then Developer shall immediately construct connections to the City's sanitary sewer system and cease use of the septic system, for this phase and any expansions.

Electric Utility

- Developer shall implement an electric utility as shown in **Exhibit E**.

Fire Lanes and Fire Hydrants:

- All fire lanes required on the Property by City Regulations shall be concrete and meet the standards in the City Regulations.
- All fire hydrants required on, or adjacent to, the Property by City Regulations shall meet the standards in the City Regulations.

3.2 Inspections, Acceptance of Public Infrastructure.

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

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations unless otherwise provided in this Agreement.

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

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

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

3.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure (collectively, the "Easements"). If, however, the Developer is unable to obtain such Easements within ninety (90) days of commencing efforts to obtain the same, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, compensation awards or negotiated amounts for the condemned property interest, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Easements can be acquired as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits additional Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

3.4 Operation and Maintenance.

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

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

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

ARTICLE IV
DEVELOPMENT REGULATIONS

4.1 Full Compliance with City Regulations and Standards.

(a) Development of the Property shall be subject to the applicable City Regulations. and uniform engineering design standards, as amended, except to the extent that the Concept Plan, attached as **Exhibit C** and the Development Standards, attached as **Exhibit D**, may vary from those terms, then the Concept Plan and the Development Standards shall control.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary and general layout of the project. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement.

(c) 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.

4.2 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

4.3 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments.

4.4 Tree Preservation. All City Regulations related to tree preservation shall apply to the Property and be complied with by Developer.

4.5 Building Codes, Fire Codes and Building Materials. *Developer has requested and the Parties agree that Exhibit D, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, apply to the Property for forty-five (45) years, and Developer 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.*

ARTICLE V
DEVELOPMENT PROCESS AND CHARGES

5.1 Development Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation Impact Fees, tap fees, park fees, technology fees, permit fees, outdoor warning device

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

fees, development, revue and inspection fees and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

5.2 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 IMPROVEMENTS 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 IMPROVEMENTS; (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 IMPROVEMENTS 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-

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

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 5.2 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.

5.3 **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

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

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 5.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI
TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date, except that **Exhibit D** and Section 4.5, plus all provisions of this Agreement related to **Exhibit D** and Section 4.5 shall have a term of forty-five (45) years. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VII
ANNEXATION AND POST-ANNEXATION MATTERS

7.1 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 (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (together all acreage 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 pursuant to the terms of this Agreement. The annexation service plan for the Property shall be consistent with the terms of this Agreement. 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, within ten (10) days of being requested to do so. Upon annexation, the City shall provide police, fire, and emergency medical services in the same manner as provided to similarly situated property in the City limits. Developer acknowledges and agrees that this Section 7.1 was a material inducement for the City to enter into this Agreement with Developer.

7.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 7.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards, and the applicable provisions of this Agreement

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

memorialize the plan for the Development as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Property consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement contemporaneously with annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent Exhibit D, Section 4.5 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer (as defined in Section 10.1).

7.3 Platting. The attached Concept Plan exhibit shall function and serve as an approved preliminary plat for the development, allowing for final plats and civil construction plans to be submitted without a preliminary plat. Developer expressly requests to waive the 30 and 15 day timing requirements in Chapter 212 of the Texas Local Government Code and the City approves of Developer's request for the waiver.

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

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

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

ARTICLE IX
ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

(a "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

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

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

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

9.2 Assignment by the City. The City has the right (from time to time without the consent of the Developer, but upon prior written Notice to the Developer) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to the Developer at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the Developer may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to the Developer within 15 days after execution. From and after such assignment, the Developer agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

obligations; provided, however, if a copy of the assignment is not received by the Developer within 15 days after execution, the City shall not be released until the Developer receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the Developer approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from the Developer, shall provide a copy of such records to the Developer.

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

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

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

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

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

ARTICLE X
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Denton County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI
ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 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 ("Notice"):

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

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

	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 201 Preston Road, Suite 106 Celina, Texas 75009 Email: lvanzant@hbwvlaw.com
To the Developer:	Attn: Kishore Kancharla Fivestar Celina Ranch, LLC 7924 Preston Rd., Ste. 350, Plano, TX 75024
With a copy to:	Jim Knight KFM Engineering & Design 3501 Olympus Blvd., Ste. 100, Dallas, TX 75019
With a copy to:	

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

11.6 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.

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

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

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

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

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

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

Exhibit A	Legal Description of Property
Exhibit B	Depiction of Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Proposed Electrical Utility

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 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.

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

[signatures on following pages]

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

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

APPROVED AS TO FORM

_____
Julie Fort, Attorney for City

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2021 by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

DEVELOPER:

Fivestar Celina Ranch
a Limited Liability Company

By:_____

Name: Janardhan Reddy Goli
Title: Director

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 2021 by Janardhan Reddy Goli, on behalf of Fivestar Celina Ranch, a Limited Liability Company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

EXHIBIT A
Legal Description

Being all that certain lot, tract or parcel of land situated in the W.H. Herron Survey, Abstract No. 380, in Collin County, Texas and being the same land described in deed to DATRT, LLC, a Texas limited liability company, recorded in Instrument No. 20110216000175560, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner in the East line of a tract of land described in deed to Michael B. Merritt and wife, Margaret A. Merritt, recorded in Instrument No. 93-0101758 (D.R.C.C.T.), at the Northwest corner of a tract of land described in deed to John N. Clark and Donna G. Clark, recorded in Instrument No. 95-0069668 (D.R.C.C.T.) and at the Southwest corner of said DATRT tract;

THENCE North 00 degrees 19 minutes 14 seconds West, with the East line of said Merritt tract, a distance of 19.43 feet to a 1/2 inch iron rod found for corner;

THENCE continuing with the East line of said Merritt tract, North 00 degrees 35 minutes 14 seconds West, a distance of 195.22 feet to a 1/2 inch iron rod found for corner in the said East line of Merritt tract;

THENCE North 00 degrees 27 minutes 14 seconds West, a distance of 234.47 feet to a 1/2 inch iron rod found for corner;

THENCE North 01 degrees 05 minutes 14 seconds West, a distance of 72.41 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 23 minutes 41 seconds West, a distance of 418.48 feet to a 1/2 inch iron rod found for corner in the East line of a tract of land described in deed to Craig B. Singer and Carol G. Singer, recorded in Instrument No. 20160324000345650 (D.R.C.C.T.);

THENCE North 00 degrees 13 minutes 30 seconds East, a distance of 21.73 feet to a point for corner at an "ell" corner of said Singer tract;

THENCE along said Singer tract the following courses and distances;

South 85 degrees 43 minutes 56 seconds East, a distance of 265.02 feet to a fence post found for corner;

South 36 degrees 03 minutes 38 seconds East, a distance of 318.10 feet to a 1/2 inch iron rod found for corner;

South 68 degrees 55 minutes 38 seconds East, a distance of 735.25 feet to a 1/2 inch iron rod found for corner in the West line of North Preston Road, at the most Northerly Southeast corner of said Singer tract;

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

THENCE along the said West line of North Preston Road the following courses and distances:

South 03 degrees 29 minutes 44 seconds West, a distance of 45.18 feet to a wood monument found for corner;

South 06 degrees 43 minutes 52 seconds West, a distance of 299.88 feet to a point for corner, from which a fence post found bears South 04 degrees 50 minutes 57 seconds West, a distance of 1.98 feet for witness;

South 17 degrees 58 minutes 18 seconds West, a distance of 203.88 feet to a wood monument found;

South 06 degrees 26 minutes 15 seconds West, a distance of 121.56 feet to a point for corner, at the Northeast corner of said Clark tract, from which a fence post found bears North 63 degrees 53 minutes 04 seconds West, a distance of 4.94 feet for witness;

THENCE along said Clark tract the following courses and distances:

North 67 degrees 24 minutes 03 seconds West, a distance of 384.08 feet to a 1/2 inch iron rod found for corner;

North 35 degrees 30 minutes 26 seconds West, a distance of 130.47 feet to a fence post found for corner;

North 87 degrees 09 minutes 52 seconds West, a distance of 94.04 feet to a 1/2 inch iron rod found for corner;

South 85 degrees 57 minutes 27 seconds West, a distance of 59.28 feet to a 1/2 inch iron rod found for corner;

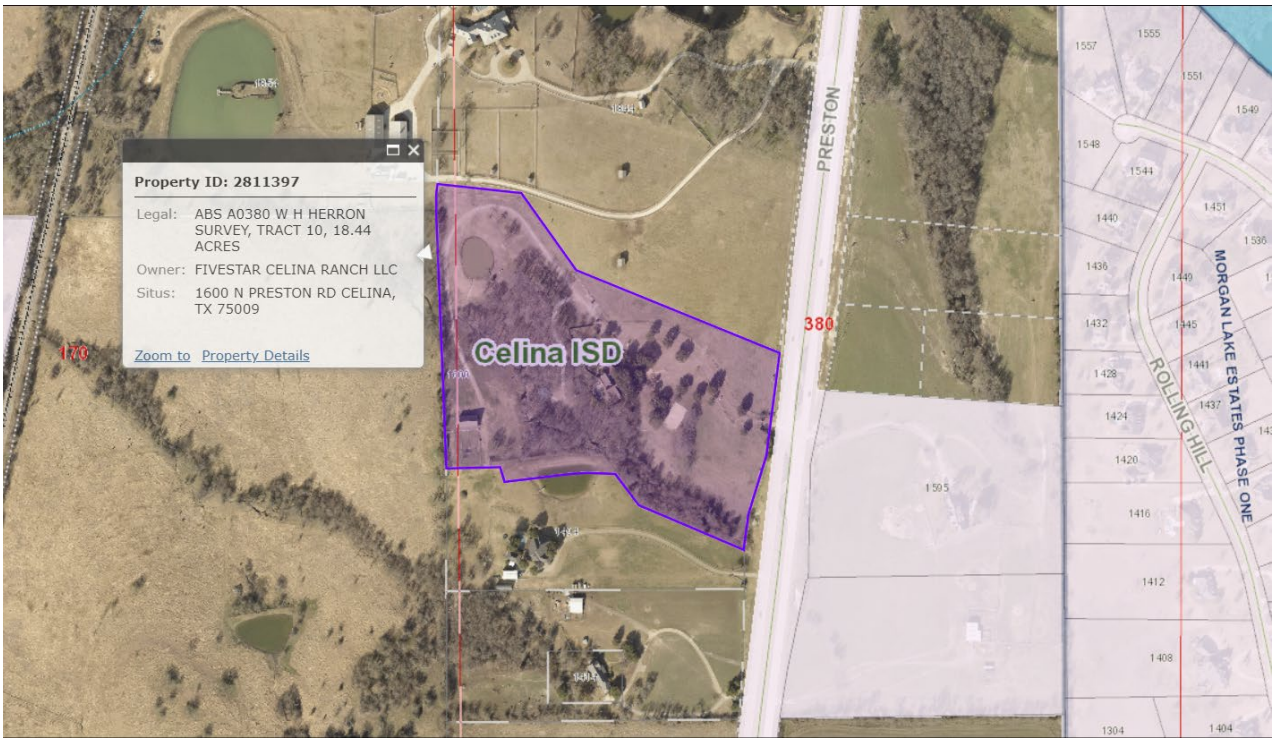
South 82 degrees 50 minutes 14 seconds West, a distance of 227.91 feet to a fence post found for corner;

North 17 degrees 24 minutes 08 seconds West, a distance of 53.00 feet to a 1/2 inch iron rod found for corner;

South 88 degrees 12 minutes 26 seconds West, a distance of 169.60 feet to the PLACE OF BEGINNING and containing 803,200 square feet or 18.44 acres of land.

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

EXHIBIT B
Depiction of Property



Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

EXHIBIT C
Concept Plan

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

EXHIBIT D
Development Standards

BASE ZONING

The base zoning shall be Commercial (C) with Preston Road Overlay (PRO), with the added use of "Wedding Venue/Events Facility and associated secondary land uses."

CONCEPT PLAN

The subject property may be phased and shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of buildings, parking lots, driveway entrances, and other site layout features, all of which can be adjusted for pragmatic purposes at time of permitting, and such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services.

A plat will be required upon permitting and shall provide for cross access easements for potential future phases.

LANDSCAPING

1. No additional perimeter trees are required to be planted. Entrance enhancements shall be required.
2. The existing pond will be enhanced through additional landscaping and walking paths.

ARCHITECTURE

The subject property is an architecturally, historically, and culturally significant and shall abide by the City's architectural standards, as may be amended. The architecture of the venue shall be consistent across all structures.

ENGINEERING

1. A 10' sidewalk is required along Preston Road.
2. Gates are not permitted, and sprinklers are required per the Fire Code.

OTHER DESIGN STANDARDS

1. No non-ceremonial reception music can be played "outdoors" after 11:00 pm. No outdoor music stage permitted within 200' of the property line.
2. An entry feature is required at the front entrance to provide a sense of arrival.
3. Sufficient parking shall be provided on-site for the land use.

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

Exhibit E
Proposed Electrical Utility

Attachment: Draft Development Agreement (Venya Gardens – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	July 13, 2021
Re:	Venya Gardens - Annexation

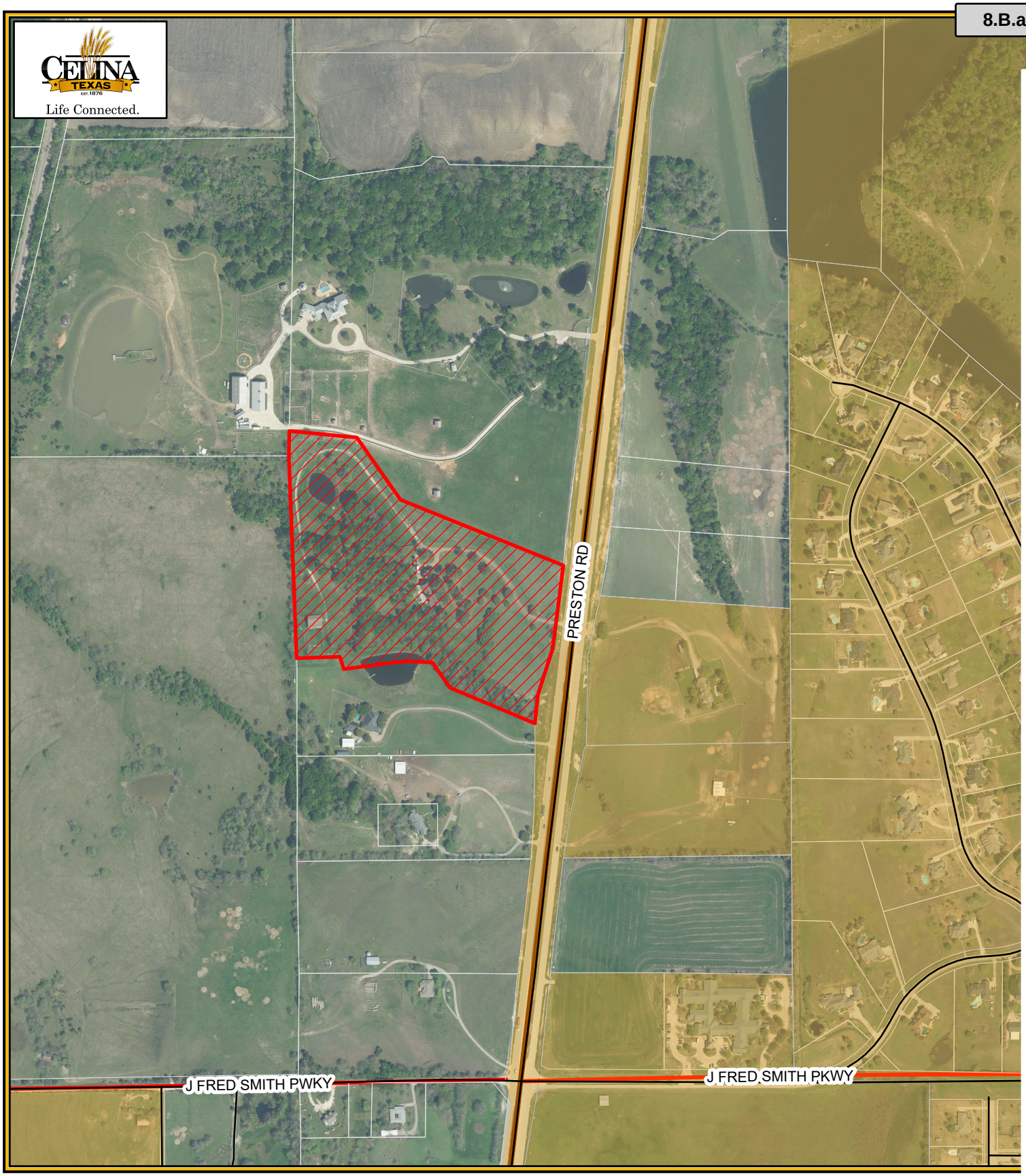
Action Requested:
Conduct a public hearing and act upon an ordinance on the voluntary annexation of approximately 19 acres within the Extraterritorial Jurisdiction, generally located west of Preston Road and 1,400 feet north of J Fred Smith Parkway. (Venya Gardens - Annexation) (Mohan)

Applicant:
KFM Engineering & Design
3501 Olympus Blvd, Ste. 100
Dallas, TX 75019

Background Information:
The 19-acre property is currently in the Extraterritorial Jurisdiction (ETJ). The applicant's request is for a development agreement, and also to annex and zone the property to Commercial, Office, & Retail Zoning District (C) with the Preston Road Overlay for an events center use. Refer to the attached documents and the accompanying development agreement agenda item further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Venya Gardens - Annexation)

Legend

- Roads
- City Limits
- Parcels
- Subject Property

1600 N Preston
Location Map
City of Celina

5/26/2021

N
W E
S

0 435 870
Feet

CITY OF CELINA, TEXAS
ORDINANCE NO. 2021-_____
1600 N. PRESTON (VENYA GARDENS) 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 19 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED WEST OF PRESTON ROAD, AND 1,490 FEET NORTH OF J FRED SMITH 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 13th day of July, 2021, 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, 28th day of June, 2021, 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 (Venya Gardens - 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

Attachment: Draft Ordinance (Venya Gardens - Annexation)

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 13th day of July, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Venya Gardens - Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way
Legal Description

Being all that certain lot, tract or parcel of land situated in the W.H. Herron Survey, Abstract No. 380, in Collin County, Texas and being the same land described in deed to DATRT, LLC, a Texas limited liability company, recorded in Instrument No. 20110216000175560, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner in the East line of a tract of land described in deed to Michael B. Merritt and wife, Margaret A. Merritt, recorded in Instrument No. 93-0101758 (D.R.C.C.T.), at the Northwest corner of a tract of land described in deed to John N. Clark and Donna G. Clark, recorded in Instrument No. 95-0069668 (D.R.C.C.T.) and at the Southwest corner of said DATRT tract;

THENCE North 00 degrees 19 minutes 14 seconds West, with the East line of said Merritt tract, a distance of 19.43 feet to a 1/2 inch iron rod found for corner;

THENCE continuing with the East line of said Merritt tract, North 00 degrees 35 minutes 14 seconds West, a distance of 195.22 feet to a 1/2 inch iron rod found for corner in the said East line of Merritt tract;

THENCE North 00 degrees 27 minutes 14 seconds West, a distance of 234.47 feet to a 1/2 inch iron rod found for corner;

THENCE North 01 degrees 05 minutes 14 seconds West, a distance of 72.41 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 23 minutes 41 seconds West, a distance of 418.48 feet to a 1/2 inch iron rod found for corner in the East line of a tract of land described in deed to Craig B. Singer and Carol G. Singer, recorded in Instrument No. 20160324000345650 (D.R.C.C.T.);

THENCE North 00 degrees 13 minutes 30 seconds East, a distance of 21.73 feet to a point for corner at an "ell" corner of said Singer tract;

Attachment: Draft Ordinance (Venya Gardens - Annexation)

THENCE along said Singer tract the following courses and distances;

South 85 degrees 43 minutes 56 seconds East, a distance of 265.02 feet to a fence post found for corner;

South 36 degrees 03 minutes 38 seconds East, a distance of 318.10 feet to a 1/2 inch iron rod found for corner;

South 68 degrees 55 minutes 38 seconds East, a distance of 735.25 feet to a 1/2 inch iron rod found for corner in the West line of North Preston Road, at the most Northerly Southeast corner of said Singer tract;

THENCE along the said West line of North Preston Road the following courses and distances:

South 03 degrees 29 minutes 44 seconds West, a distance of 45.18 feet to a wood monument found for corner;

South 06 degrees 43 minutes 52 seconds West, a distance of 299.88 feet to a point for corner, from which a fence post found bears South 04 degrees 50 minutes 57 seconds West, a distance of 1.98 feet for witness;

South 17 degrees 58 minutes 18 seconds West, a distance of 203.88 feet to a wood monument found;

South 06 degrees 26 minutes 15 seconds West, a distance of 121.56 feet to a point for corner, at the Northeast corner of said Clark tract, from which a fence post found bears North 63 degrees 53 minutes 04 seconds West, a distance of 4.94 feet for witness;

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Attachment: Draft Ordinance (Venya Gardens - Annexation)

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North 87 degrees 09 minutes 52 seconds West, a distance of 94.04 feet to a 1/2 inch iron rod found for corner;

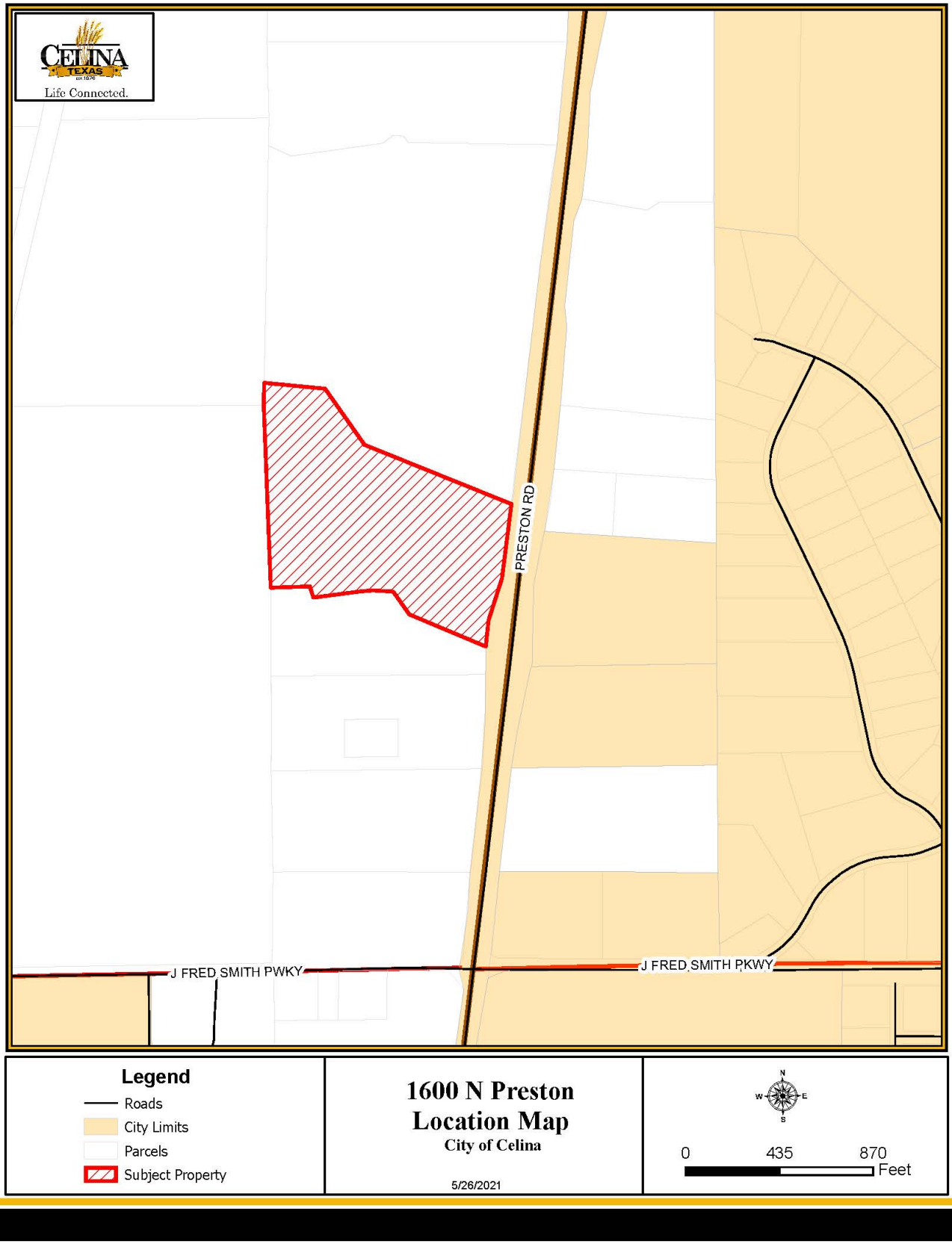
South 85 degrees 57 minutes 27 seconds West, a distance of 59.28 feet to a 1/2 inch iron rod found for corner;

South 82 degrees 50 minutes 14 seconds West, a distance of 227.91 feet to a fence post found for corner;

North 17 degrees 24 minutes 08 seconds West, a distance of 53.00 feet to a 1/2 inch iron rod found for corner;

South 88 degrees 12 minutes 26 seconds West, a distance of 169.60 feet to the PLACE OF BEGINNING and containing 803,200 square feet or 18.44 acres of land.

Attachment: Draft Ordinance (Venya Gardens - Annexation)



Attachment: Draft Ordinance (Venya Gardens - Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

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

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

Attachment: Draft Ordinance (Venya Gardens - Annexation)

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

Attachment: Draft Ordinance (Venya Gardens - Annexation)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

Attachment: Draft Ordinance (Venya Gardens - Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

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

Attachment: Draft Ordinance (Venya Gardens - Annexation)

M) TERM

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

N) AMENDMENTS

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

Attachment: Draft Ordinance (Venya Gardens - Annexation)

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 13, 2021
Re:	Venya Gardens - Zoning

Action Requested:
Conduct a public hearing and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 19 acre tract of land to Commercial, Office, & Retail Zoning District (C) with the Preston Road Overlay (PRO), generally located west of Preston Road and 1,500 feet north of J Fred Smith Parkway. (Venya Gardens – Zoning) (Mohan)

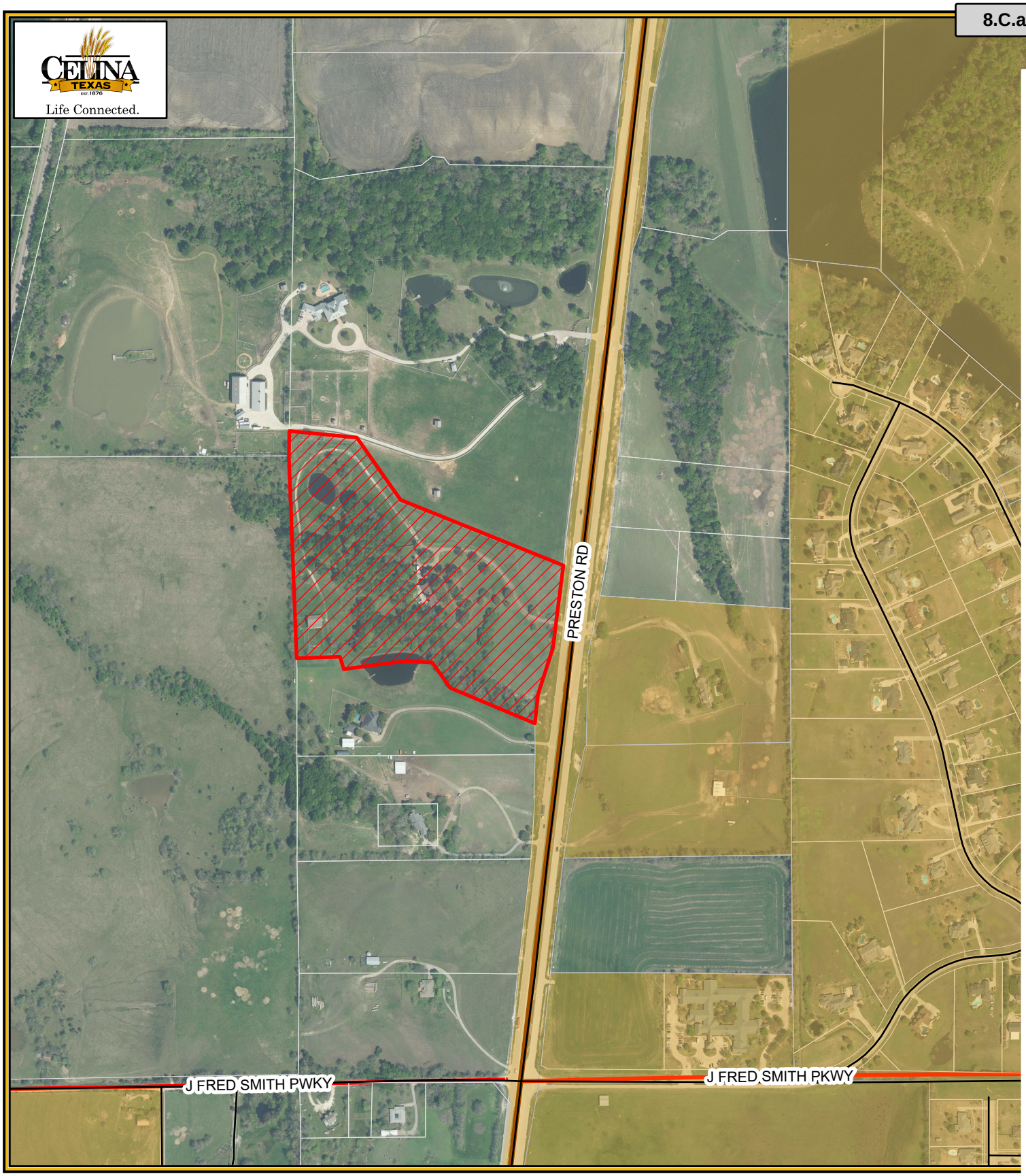
Applicant:
KFM Engineering & Design
3501 Olympus Blvd., Ste. 100
Dallas, TX 75019

Background Information:
The 19-acre property is currently in the Extraterritorial Jurisdiction (ETJ). The applicant's request is for the development agreement, and to annex and zone the property to Commercial, Office, & Retail Zoning District (C) with the Preston Road Overlay for an events center use. Please refer to the attached documents and the accompanying development agreement agenda item for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS est. 1876
Life Connected.



Attachment: Location Map (Venya Gardens – Zoning)

Legend

- Roads
- City Limits
- Parcels
- Subject Property

1600 N Preston
Location Map
City of Celina

5/26/2021

N
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0 435 870
Feet

CITY OF CELINA, TEXAS
ORDINANCE 2021-____
1600 N. PRESTON (VENYA GARDENS)

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 19 ACRE TRACT OF LAND LOCATED IN THE W.H. HERRON SURVEY, ABSTRACT NUMBER 380, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF PRESTON ROAD, AND 1,490 FEET NORTH OF J FRED SMITH PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED "COMMERCIAL, OFFICE, & RETAIL DISTRICT" (C) , WITH THE PRESTON ROAD OVERLAY (PRO), WITH AN ASSOCIATED CONCEPT PLAN AND DEVELOPMENT STANDARDS (EXHIBITS "C" AND "D") 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 zoning is in conformance with the associated Development Agreement approved in July 2021 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the Concept Plan, set forth in Exhibit "C" and the associated Development Standards set forth in Exhibit "D" attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (Venya Gardens – Zoning)

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That the zoning classification is hereby established as "Commercial, Office, & Retail" (C) with the Preston Road Overlay (PRO) (with associated development standards in Exhibit "D") on a certain tract of land described in Exhibit "A" and depicted in Exhibit "B."

SECTION 4
ZONING DESIGNATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as "Commercial, Office, & Retail" (C), with the Preston Road Overlay (with associated development standards in Exhibit "D").

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described in Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the

Attachment: Draft Ordinance (Venya Gardens – Zoning)

Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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.

Attachment: Draft Ordinance (Venya Gardens – Zoning)

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of July, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

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North 87 degrees 09 minutes 52 seconds West, a distance of 94.04 feet to a 1/2 inch iron rod found for corner;

South 85 degrees 57 minutes 27 seconds West, a distance of 59.28 feet to a 1/2 inch iron rod found for corner;

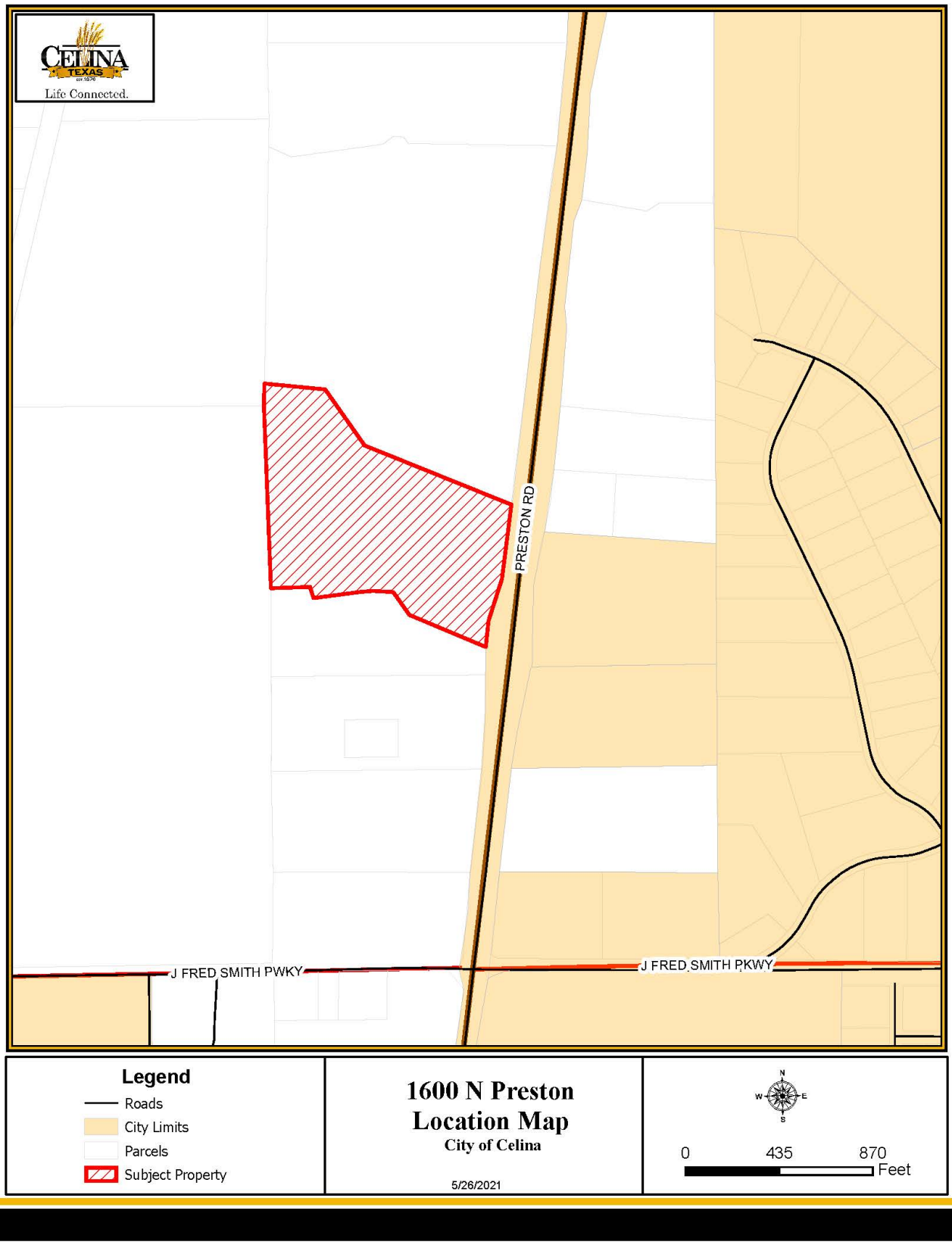
South 82 degrees 50 minutes 14 seconds West, a distance of 227.91 feet to a fence post found for corner;

North 17 degrees 24 minutes 08 seconds West, a distance of 53.00 feet to a 1/2 inch iron rod found for corner;

South 88 degrees 12 minutes 26 seconds West, a distance of 169.60 feet to the PLACE OF BEGINNING and containing 803,200 square feet or 18.44 acres of land.

Attachment: Draft Ordinance (Venya Gardens – Zoning)

Exhibit B
Property Exhibit



Attachment: Draft Ordinance (Venya Gardens – Zoning)

Exhibit C
Concept Plan

Attachment: Draft Ordinance (Venya Gardens – Zoning)

Exhibit D
Development Standards

The Property shall be zoned Commercial, Office, & Retail District ("C"), with the Preston Road Overlay (PRO) per the City's Code of Ordinances and shall be subject to, and in compliance with the City Regulations and uniform engineering design standards, as amended, except to the extent that the property shall develop generally in accordance with the following special provisions:

BASE ZONING

The base zoning shall be Commercial (C) with Preston Road Overlay (PRO), with the added use of "Wedding Venue/Events Facility and associated secondary land uses."

CONCEPT PLAN

The subject property may be phased and shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of buildings, parking lots, driveway entrances, and other site layout features, all of which can be adjusted for pragmatic purposes at time of permitting, and such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services.

A plat will be required upon permitting and shall provide for cross access easements for potential future phases.

LANDSCAPING

1. No additional perimeter trees are required to be planted. Entrance enhancements shall be required.
2. The existing pond will be enhanced through additional landscaping and walking paths.

ARCHITECTURE

The subject property is an architecturally, historically, and culturally significant and shall abide by the City's architectural standards, as may be amended. The architecture of the venue shall be consistent across all structures.

ENGINEERING

1. A 10' sidewalk is required along Preston Road.
2. Gates are not permitted, and sprinklers are required per the Fire Code.

OTHER DESIGN STANDARDS

1. No non-ceremonial reception music can be played "outdoors" after 11:00 pm. No outdoor music stage permitted within 200' of the property line.
2. An entry feature is required at the front entrance to provide a sense of arrival.
3. Sufficient parking shall be provided on-site for the land use.

Attachment: Draft Ordinance (Venya Gardens – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	July 13, 2021
Re:	Hillside Village - Development Agreement

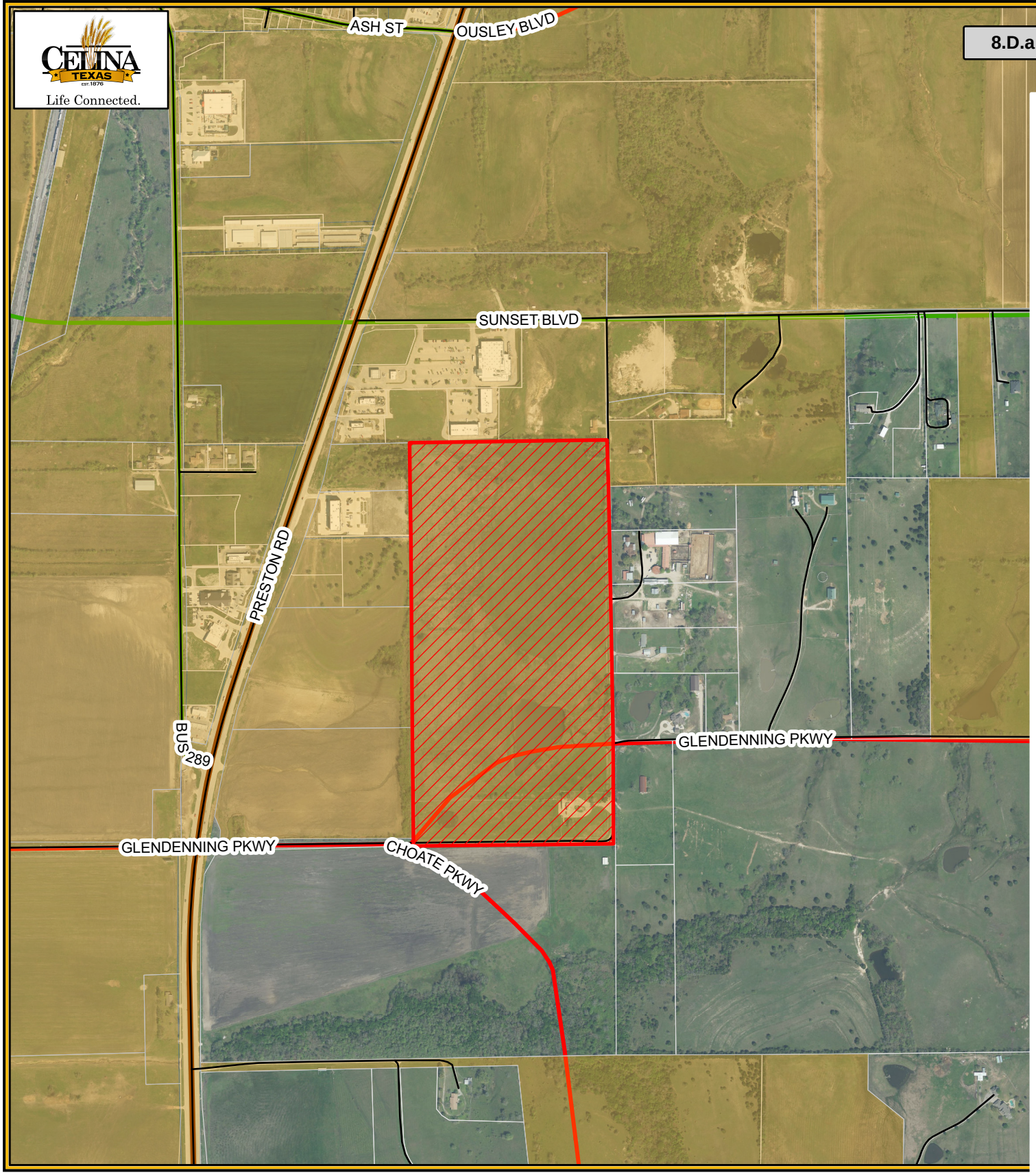
Action Requested:
Conduct a public hearing and act upon a Development Agreement for approximately 72 acres of land, generally located at the northwest corner of Glendenning Parkway and KC Robinson Lane, within the City Limits. (Hillside Village – Development Agreement) (Mohan)

Owner Information:
Wynne/Jackson, Inc.
600 N. Pearl Street, Suite 650
Dallas, TX 75201

Background Information:
This item is for a Development Agreement for Hillside Village, a proposed master planned community consisting of a total of 300 lots (with a lot mix of 40's, 50's, and 60's).
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Development Agreement

Staff Recommendation:
Staff recommends approval as presented.



Legend

- Roads
- City Limits
- Parcels
- Subject Property

Hillside Village Location Map

City of Celina

5/3/2021

N
W E
S

0 500 1,000 Feet

Attachment: Location Map (Hillside Village – Development Agreement)

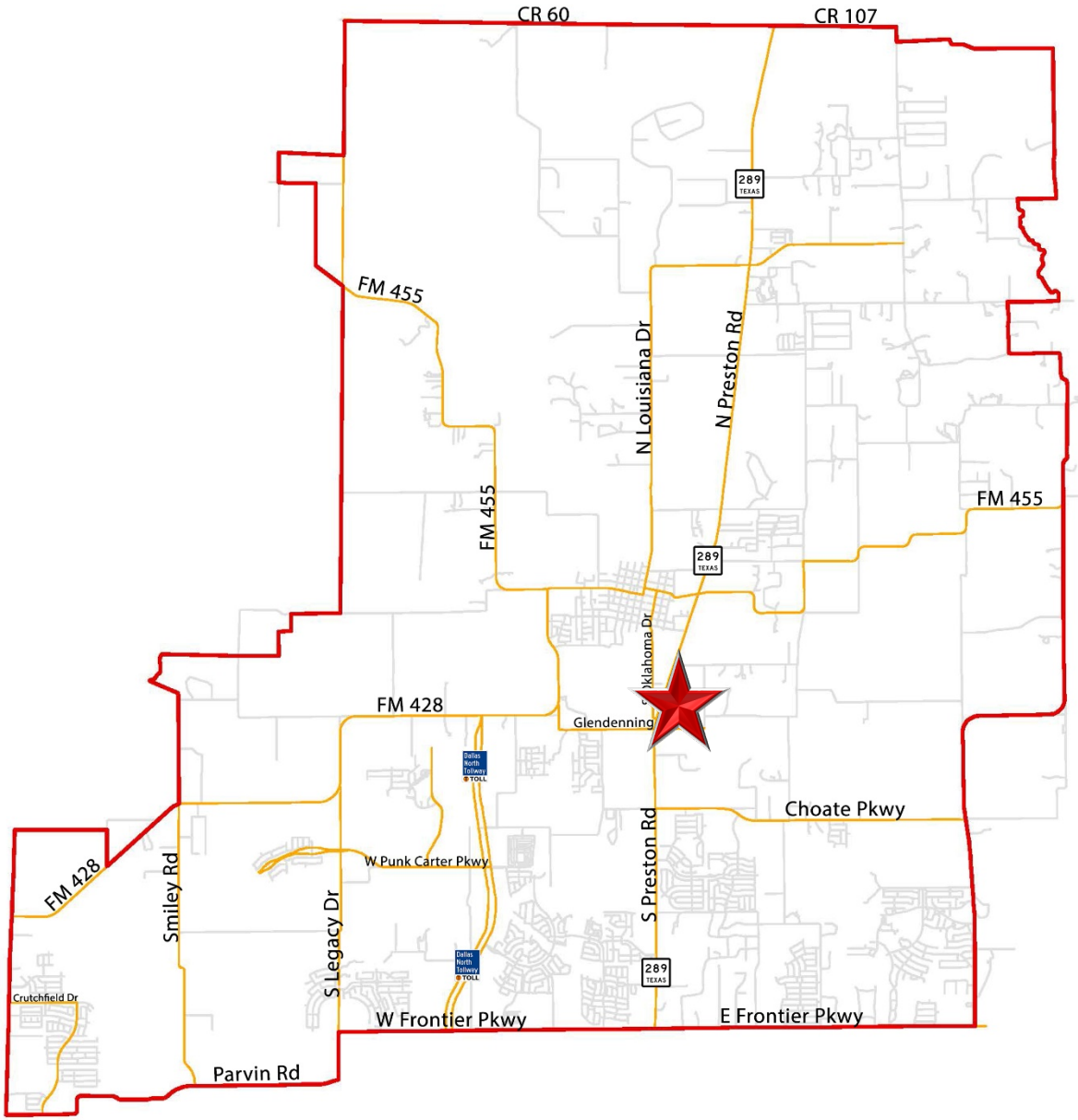
Hillside Village

Development Agreement & PD Amendment

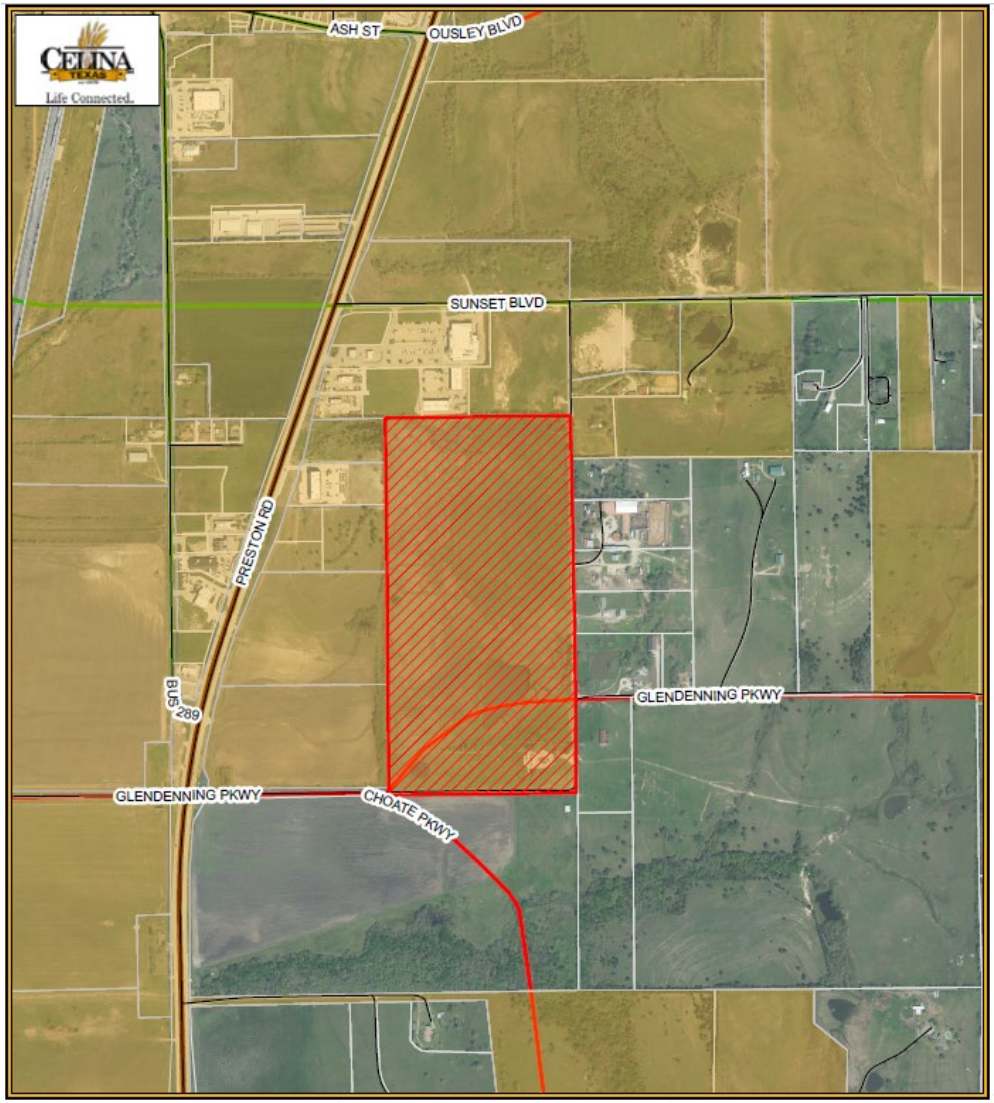
City Council

July 13, 2021

Attachment: Staff Presentation (Hillside Village – Development Agreement)



Attachment: Staff Presentation (Hillside Village – Development Agreement)



Location Map

The subject property is generally located at the northwest corner of Glendenning Parkway and KC Robinson Lane (CR 89)

Attachment: Staff Presentation (Hillside Village – Development Agreement)

Background

- The subject property is approximately 72 acres and located in the City Limits
- The governing PD #66 was approved in 2016 and has a base zoning of residential
- The Master Thoroughfare Plan was recently amended, which resulted in Glendenning Parkway bisecting the subject property
- The applicant's request is to amend the PD to establish a master planned community

Attachment: Staff Presentation (Hillside Village – Development Agreement)

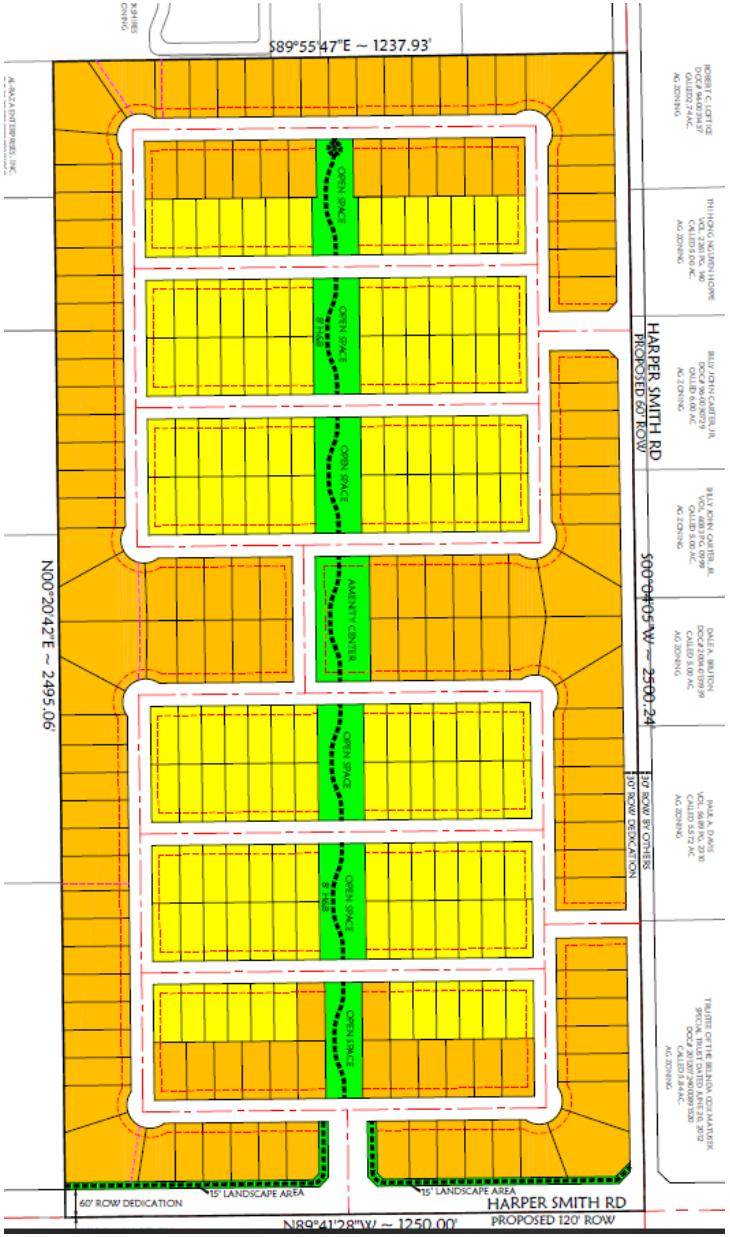
Proposed Concept Plan

TRAIL WIDTH	
	5 FT
	8 FT
SCREENING TYPE	
	MASONRY SCREENING
DETENTION	
	+/- 4.2 ACRES

PRELIMINARY LOT COUNT TABLE		
RESIDENTIAL TYPE		SUBTOTAL
	40' x 100'	83
	50' x 120'	133
	60' x 120'	73
TOTAL LOTS		289
PRELIMINARY OPEN SPACE TABLE		
	OPEN SPACE /DETENTION	+/- 12.92 ACRE

Attachment: Staff Presentation (Hillside Village – Development Agreement)

Current Concept Plan



Attachment: Staff Presentation (Hillside Village – Development Agreement)

Project Overview

- Proposed Lot Mix:
  - 40s: Maximum 30% (*only on south side*)
  - 50s: Flexible
  - 60s: Minimum 25%
- Alley required for lots less than 50’ in width
- Total of 11 lots are being added from original PD
- Compliance with Neighborhood Vision Book
- Extensive pedestrian trails, including a connection into Brookshire’s

Attachment: Staff Presentation (Hillside Village – Development Agreement)

PD Comparisons

Current

- 278 lots
- Lot Mix includes 50’ and 60’ lots
- No Alley Requirement
- 4 acres of open space

Proposed

- Maximum of 300 lots
- Lot Mix includes 40’, 50’, and 60’ lots
- Alleys are required on lots under 50’ in width
- 12 acres of open space

Attachment: Staff Presentation (Hillside Village – Development Agreement)

Policy Considerations

- The recent change in Glendenning Parkway configuration bisects the property
- The proposed amendment to the lot mix is relatively minor
- New City standards apply (landscaping, architecture) with a few minor requests (*that the current PD already allows*)
- The development will adhere to the Neighborhood Vision Book
- The applicant is dedicating the entire Right-of-Way for Glendenning Parkway (60'), and half (50') of the required right-of-way on KC Robinson Lane

Attachment: Staff Presentation (Hillside Village – Development Agreement)

P&Z Public Hearing

- One resident had general questions regarding the development.

Attachment: Staff Presentation (Hillside Village – Development Agreement)

Recommendation

- The request is an improvement over the original Planned Development
- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its June 15th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Hillside Village – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and among Wynne/Jackson, Inc. (the "Owner"), and the City of Celina (the "City") to be effective on July 13, 2021 (the "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 Owner is a Texas corporation; and

WHEREAS, on the Effective Date, Celina Land Investors, Ltd. ("Current Owner") owns an approximately 71.296 acre tract of land, which lies wholly within the City's corporate limits in Collin County, Texas and is described by metes and bounds on **Exhibit A-1** and depicted in **Exhibit A-2**, (the "Property"); and

WHEREAS, the Owner 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 Wynne/Jackson, Inc. is under contract to purchase the Property from the Current Owner and intends to assign this Agreement to WJ Hillside LP, a Texas limited partnership and upon such assignment WJ Hillside LP shall become the Owner; and

WHEREAS, the Owner plans to develop the Property in a single phase, consisting of two sub-phases Phase 1A and Phase 1B, as depicted on **Exhibit B-1** (the "Sub-Phase 1A") and on **Exhibit B-2** (the "Sub-Phase 1B"), attached hereto; and

WHEREAS, the Owner desires to proceed with development of the Property pursuant to the zoning regulations of Planned Development District No. 66 approved by the City Council on July 13, 2021 (the "PD"); and

WHEREAS, the Parties contemplate the development of the Property pursuant to the terms of this Agreement (the "Development"); and

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

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

WHEREAS, the Parties intend that the Property will be developed in accordance with the PD and the concept plan, attached hereto as **Exhibit C** as amended in accordance with the PD (the "Concept Plan"), which depicts residential lot sizes and counts, trails and open space, and screening; and

Attachment: Development Agreement (Hillside Village – Development Agreement)

WHEREAS, the Owner intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development as set forth in this Agreement; and

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

WHEREAS, development of the Property will require the following improvements to Old Glendenning Road, which improvements are further described in Article II and on **Exhibit D**: (a) Old Glendenning Road improvements from the southwest corner of the Property to the lower southern section of the east Property line (the "Old Glendenning Road Improvements"); and (b) a 12-inch waterline improvements along the Old Glendenning Road Improvements (the "Old Glendenning Road Water Line" and together with the Old Glendenning Road Improvements, the "Old Glendenning Improvements"); and

WHEREAS, development of the Property will require construction of certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements necessitated by and attributable to the development of the Property (collectively, "Onsite Public Improvements"), described on **Exhibit E**; and

WHEREAS, certain off-site public infrastructure necessary to bring water and sanitary sewer service to the Property, as further described in and shown on **Exhibit F** (collectively, the "Off-Site Public Improvements") is needed to serve the development of the Property; and

WHEREAS, the Off-Site Public Improvements will be constructed within existing right-of-way or will be constructed in easements; and

WHEREAS, the Old Glendenning Improvements, Onsite Public Improvements, and Off-Site Public Improvements and all other authorized improvements pursuant to Section 372.003 of the PID Act that Owner will construct as part of the Development are referred to herein as the "Public Infrastructure"; and

WHEREAS, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow for the intended Development in a cost-effective and market-competitive manner without participation by the City; and

WHEREAS, the existing portions of Glendenning Parkway and County Road 89 as shown on **Exhibit G** (the "Abandonment Area"), will be abandoned by the City to the Owner upon completion and City acceptance of the Old Glendenning Improvements; and

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

Attachment: Development Agreement (Hillside Village – Development Agreement)

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

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

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

WHEREAS, the Parties intend for this Agreement to terminate if the Owner does not close on the purchase of the Property in accordance with the terms hereof, in which event the Parties also intend to dissolve the PID.

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:

Abandonment Area is defined in the recitals.

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 6.3(a).

Cap on Costs is defined in Section 2.1(b)(5)

CCNs is defined in the recitals.

City is defined in the introductory paragraph.

City Assignee is defined in Section 8.2.

City Council means the city council of the City.

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

Claims is defined in Section 4.2(a).

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

Attachment: Development Agreement (Hillside Village – Development Agreement)

Current Owner is defined in the recitals.

Development is defined in the recitals.

Easements is defined in Section 2.3.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.3.

End-Buyer is defined in Section 9.1.

Glendenning Parkway Improvements is defined in Section 2.1(b)(5).

Indemnified Party is defined in Section 4.2(a).

Old Glendenning Improvements is defined in the recitals.

Old Glendenning Road Improvements is defined in the recitals.

Old Glendenning Road Water Line is defined in the recitals.

Off-Site Public Improvements is defined in the recitals.

Onsite Public Improvements is defined in the recitals.

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 8.1(a).

Parties means the Owner and the City.

Party means the Owner or the City.

PD is defined in the recitals.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Bonds means the assessment revenue bonds secured solely by PID assessments.

PID Projects is defined in Section 6.1(c).

PID Project Costs is defined in Section 6.1(d).

Property is defined in the recitals.

Attachment: Development Agreement (Hillside Village – Development Agreement)

Public Infrastructure is defined in the recitals.

Sub-Phase 1A is defined in the recitals.

Sub-Phase 1B is defined in the recitals.

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Owner in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent the Development creates the need for easements or rights-of-way within the Property, they shall be dedicated by the Owner to the City by final plat or separate instrument at no cost to the City, although PID Bond proceeds or other PID assessment revenue may be used to acquire easements and right-of-way. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way.

(b) Right-of-Way and Roadway Improvements.

(1) The Developer plans to develop the Property in a single phase, but with 2 sub-phases, Sub-Phase 1A and Sub-Phase 1B, contained therein. The purpose of these sub-phases is to allow for the construction completion and City acceptance of the Old Glendenning Improvements as part of the Sub-Phase 1A so that the abandonment of the Abandonment Area can be achieved prior to Developer's completion of Sub-Phase 1B.

(2) Right-of-Way Dedication.

(i) At no cost to the City, the Owner shall dedicate on-site right-of-way with a width of 60 feet for the Old Glendenning Road Improvements shown on **Exhibit D**.

(ii) At the City's sole cost, the City shall obtain the right-of-way for the Glendenning Parkway Improvements (hereinafter defined).

(iii) At no cost to the City, Owner agrees to dedicate one-half of the right-of-way for the future replacement of CR 89 along the eastern boundary of the Property north of Old Glendenning Road, which dedication shall be 30 feet in width extending from the centerline of the existing right-of-way. Such dedication shall occur at the time the Owner final plats the adjacent portion of the Property.

(iv) PID Bond proceeds or other PID assessment revenue may be used

Attachment: Development Agreement (Hillside Village – Development Agreement)

to acquire right-of-way other than the right-of-way for the Glendenning Parkway Improvements.

(v) Unless otherwise stated in this section, dedication of right-of-way shall occur when the City approves the first final plat for the Property or when the City delivers a written request for dedication to the Owner in accordance with the notice provisions of this Agreement, whichever occurs first.

(3) The Owner shall design and construct the Old Glendenning Road Improvements shown on **Exhibit D** and the onsite streets and roads shown on **Exhibit E** in phases when the adjacent portion of the Property is final platted or as needed to meet access requirements in the City Regulations.

(4) Concurrently with City acceptance of the Old Glendenning Improvements and as consideration for the Owner's construction of such improvements, the City agrees to abandon the Abandonment Area to the Owner for ownership and incorporation into the development of Sub-Phase 1B of the Property.

(5) Owner shall design and construct two (2) lanes of Glendenning Parkway from Preston Road to the southwest corner of the Property in the location shown on **Exhibit H** (the "Glendenning Parkway Improvements"). The Glendenning Parkway Improvements shall consist of concrete pavement that is a maximum of 28 feet in width back of curb to back of curb, along with standard design, construction, and inspection items related thereto in accordance with the City Regulations. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the Glendenning Parkway Improvements shall be designed in manner that limits all costs associated with the Glendenning Parkway Improvements to a dollar amount that is equal to or less than the roadway Capital Recovery Fees that will be collected by the City from the development of the Property at full buildout (the "Cap on Costs"). Owner shall have no obligation to incur costs for the Glendenning Parkway Improvements that exceed the Cap on Costs. The City agrees to reimburse Owner for all costs incurred by Owner in connection with the Glendenning Parkway Improvements from roadway Capital Recovery Fees collected by the City from the development of the Property until the Owner has been fully reimbursed for such costs. Such reimbursements will be made by the City to the Owner once each calendar quarter on March 31st, June 30th, September 30th and December 31st of each year starting the first calendar quarter that roadway Capital Recovery Fees are paid to the City in connection with development of the Property. The Glendenning Parkway Improvements shall be constructed at the same time as the Sub-Phase 1A Public Infrastructure.

(c) Water Infrastructure. All water lines shown on **Exhibit E** and **Exhibit F** and the Old Glendenning Road Water Line shall be constructed by Owner in phases as needed. If the City requires any of the water lines shown on **Exhibit E** or **Exhibit F** to be increased in size above what is shown on such exhibits, the City agrees to reimburse Owner for the incremental increase in the cost of construction to increase the line size above what is shown on **Exhibit E** and **Exhibit F**. Such reimbursements shall be paid by City to Owner from water Capital Recovery Fees collected by the City from the development of the Property until the Owner has been fully reimbursed for all increases in line size described above in this subsection. Such reimbursements will be made by the City to the Owner once each calendar quarter on March 31st, June 30th,

Attachment: Development Agreement (Hillside Village – Development Agreement)

September 30th and December 31st of each year starting the first calendar quarter that water Capital Recovery Fees are paid to the City in connection with development of the Property.

(d) Wastewater Infrastructure. All wastewater lines shown on **Exhibit E** and **Exhibit F** shall be constructed by Owner in phases as needed. If the eight-inch off-site and on-site sewer line shown on **Exhibit F** east of Preston Road is oversized to provide capacity for development outside of the Property, the City agrees to reimburse Owner for the incremental increase in the cost of construction to increase the line size above eight inches. Such reimbursements shall be paid by City to Owner from wastewater Capital Recovery Fees collected by the City from the development of the Property until the Owner has been fully reimbursed for all increase in line size described above in this subsection. Such reimbursements will be made by the City to the Owner once each calendar quarter on March 31st, June 30th, September 30th and December 31st of each year starting the first calendar quarter that wastewater Capital Recovery Fees are paid to the City in connection with development of the Property.

(e) Other Public Infrastructure. Owner shall have no obligation to fund or construct any road Public Infrastructure or oversize any Public Infrastructure other than as expressly described in this Section 2.1.

2.2 Inspections, Acceptance of Public Infrastructure.

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

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations unless otherwise provided in this Agreement.

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

(d) City Owned. From and after the inspection and acceptance by the City of the water, wastewater, drainage, and roadway Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, his engineer,

Attachment: Development Agreement (Hillside Village – Development Agreement)

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 Owner or the Owner'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 Owner related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, required for the off-site Public Infrastructure (collectively, the "Easements "). If, however, the Owner is unable to obtain one or more of the Easements within sixty (60) days of commencing efforts to obtain the needed easements and right of way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, compensation awards or negotiated amounts for the condemned property interest, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Easements can be acquired as soon as reasonably practicable. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. Nothing in this subsection alters the City's obligation to obtain the right-of-way for the Glendenning Parkway Improvements at the City's sole cost pursuant to Section 2.1(b)(2)(ii).

2.4 Operation and Maintenance.

(a) The Parties acknowledge that the City has a CCN to provide retail water service and wastewater service to all of the Property. Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property. Owner acknowledges and agrees to the City's designation as the sole and exclusive retail water and wastewater service provider to the Property, and City agrees to provide adequate retail water and wastewater service for the full development of the Property as contemplated on the Concept Plan and in the PD.

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

Attachment: Development Agreement (Hillside Village – Development Agreement)

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards. Development of the Property shall be subject to the applicable City Regulations.

3.2 Plat. The Owner may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a preliminary plat for any portion of the Property, the Owner may claim vested rights as to the portion of the Property contained in the preliminary plat based upon ordinances in effect at the time of preliminary plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital recovery fees being reduced and impact fees being waived for the Property, the Owner 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.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Owner shall install, or caused to be installed, within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Owner shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

3.6 Amenity Center. The Owner shall construct an amenity center with a pool, shade structure, and restrooms, as described on the Concept Plan, before the issuance of the 100th building permit. Completion of the amenity center by the Owner shall be evidenced by a certificate of occupancy from the City.

Attachment: Development Agreement (Hillside Village – Development Agreement)

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Residential. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged against residential development on the Property other than: (i) park fees in an amount not exceeding $1,500 per residential dwelling unit, unless the Owner agrees in writing to an increase in such park fees; (ii) technology fees in an amount not to exceed $500 per single family attached or detached residential dwelling unit; (iii) roadway capital fees of $3,000 per single family attached or detached residential dwelling unit; (iv) water capital fees of $2,500 per single family attached or detached residential dwelling unit; and (v) wastewater capital fees of $2,500 per single family attached or detached residential dwelling unit. Roadway, water, and wastewater capital fees shall each escalate by an additional $500 per single family attached or detached residential dwelling unit upon reaching the five-year anniversary of the Effective Date and then every fifth anniversary of the first escalation thereafter. In no event shall any roadway, water, or wastewater capital fee charged under this Section 4.1(a) exceed then applicable roadway, water, or wastewater impact fees charged by the City for property located in the city limits. All capital recovery fees under this Section 4.1(a) will be due and payable at the time building permits are issued.

(b) Open Space and Trails. Other than the open space and trails required herein and/or depicted on the Concept Plan, no park land dedication or construction of park improvements shall be required.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE OWNER 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 OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES

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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. THE OWNER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS, AND THE CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST THE OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE 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 THE OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF THE OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. THE OWNER 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 THE OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND THE OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

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

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

4.3 THE OWNER'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/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

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

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

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

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

(C) NUISANCE.

(II) THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND THE OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE OWNER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER 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) NOTHING IN THIS AGREEMENT, INCLUDING THIS SECTION 4.3, WAIVES (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THE OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM THAT THE APPLICATION OF AMENDMENTS TO THE CITY REGULATIONS, ENACTED AFTER THE EFFECTIVE DATE, TO THE PROPERTY VIOLATES ANY STATE OR FEDERAL LAW, SO LONG AS SUCH CLAIM DOES NOT RELATE TO ANY EXPRESS OBLIGATION OF OWNER SET FORTH IN THIS AGREEMENT.

(C) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

4.4 Public Education Support.

(a) The Owner requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for the construction of a new home on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation.

(b) To the extent permitted by law, (1) Owner agrees to cause the homeowner's association that Owner intends to create over all or some of the Property (which will initially be controlled by Owner) to approve the public educational support agreement, in a form similar to the agreement attached hereto as **Exhibit I**, at the first/organization meeting of said association;

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and (2) when Owner creates the homeowner's association, the covenants, conditions and restrictions shall contain language similar to Exhibit B of **Exhibit I**. The form of **Exhibit I** must be modified and finalized to conform to all applicable state and federal laws and agreed to in a separate writing by the Parties prior to the sale of the first final platted lot within the Property, otherwise this Subsection 4.4(b) shall be of no further force or effect upon such sale. Furthermore, this Subsection 4.4(b) shall apply only if the City delivers written notice to Owner prior to the first sale of a final platted lot within the Property notifying Owner that the City has written agreements in place with owners of other land in the City limits requiring a minimum of 10,000 single family detached lots to be burdened with requirements that are substantially similar to those set forth in this Subsection 4.4(b) and **Exhibit I**, and providing Owner with a copy of each such agreement.

ARTICLE V
TERM

The term of this Agreement shall be for a period of thirty (30) years after the Effective Date, except that Section 3.4 shall have a term of forty-five (45) years. The Parties may extend the term of this Agreement if they execute an agreement in writing. However, this Agreement shall be *void ab initio* and shall have no force or effect if, and only if, the Owner does not purchase the Property by December 31, 2021. Nothing herein shall obligate the Owner to purchase the Property.

ARTICLE VI
INFRASTRUCTURE FINANCING

6.1 PID Financing. The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by the Owner, and provided the City's financial advisor confirms the bonds meet the below requirements and marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

(a) A PID creation petition for the Property has been submitted by the Owner to the City.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act, including but not limited to local streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to a development phases and/or planning area, will include, to the maximum extent authorized by State law, and only as requested by the Owner, one or more of the following: (i) annual payments by the City to the Owner of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of valuation; (iii) the issuance by the City of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the

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Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed $12,000,000.

(c) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The Owner will determine the PID Project Costs, and the City and the Owner will jointly prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of the Fair Market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Owner to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 3 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. In certain limited circumstances, a performance bond, a letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds may be considered. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

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6.2 Emergency Sirens. In consideration for the City's assistance and cooperation in connection with the issuance by the City of PID Bonds for any part of the Development, the Owner agrees to pay the City, simultaneously with the closing and funding of the first issuance of PID Bonds, a fee in the amount of $55,000 to be used by the City to purchase and install one emergency warning siren.

6.3 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Owner shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other Owners or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Owner and all other Owners or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or Owner (including the Owner, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or Owners (including the Owner, as applicable).

(b) To the extent any Owner(s) or owner(s) (including the Owner, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by an owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the Owner(s) or owner(s) (including the Owner, as applicable) as necessary so as to put all Owners and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other Owner or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Owner from lawfully available and otherwise unencumbered funds.

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6.4 PID Notices. When selling any of the Property after the PID is created, the Owner shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Owner shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

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

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

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Owner to Successors.

(a) The Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner and becomes an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," under this Agreement

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for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

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

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

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

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments

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

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

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

8.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be an "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

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

ARTICLE IX
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be

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

9.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City $1,000 at the time of the Owner's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X
ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:
Attn: City Manager
City of Celina
142 North Ohio
Celina, TX 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:
Attn: Julie Fort

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Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: Julie@txmunicipallaw.com
TEL: (972) 668-6400

To the Owner:

Attn: Frank Murphy
Wynne/Jackson, Inc.
600 N. Pearl, Suite 650, LB 149
Dallas, Texas 75201
E-mail: fmurphy@wynnejackson.com
TEL: (214) 880-8792
FAX: (214) 880-8709

With a copy to:

Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com
TEL: (214) 328-1101

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all 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 Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of

Attachment: Development Agreement (Hillside Village – Development Agreement)

this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

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

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

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

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

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

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

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Depiction of the Property
Exhibit B-1	Depiction of Sub-Phase 1-A Property
Exhibit B-2	Depiction of Sub-Phase 1-B Property
Exhibit C	Concept Plan
Exhibit D	Old Glendenning Improvements
Exhibit E	Onsite Public Improvements
Exhibit F	Off-Site Public Improvements
Exhibit G	Abandonment Area
Exhibit H	Glendenning Parkway Improvements

Attachment: Development Agreement (Hillside Village – Development Agreement)

Exhibit I Preliminary HOA Education Support Agreement with Preliminary CCR Terms

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

10.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Owner expressly amending the terms of this Agreement.

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

[signatures on following pages]

Attachment: Development Agreement (Hillside Village – Development Agreement)

EXECUTED by the City and the Owner on the respective dates stated below after approval of the City Council of the City on July 13, 2021.

Date: _____ **CITY OF CELINA**

By: _____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 13th day of July, 2021, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Development Agreement (Hillside Village – Development Agreement)

OWNER:

Wynne/Jackson, Inc.
a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of Wynne/Jackson, Inc., a Texas corporation and acknowledged that he executed the foregoing document on behalf of said corporation.

_____
Notary Public in and for the State of Texas

Attachment: Development Agreement (Hillside Village – Development Agreement)

EXHIBIT A-1
LEGAL DESCRIPTION OF THE PROPERTY

BEING A 71.314 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY # 14, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING ALL OF A 71.296 ACRE TRACT OF LAND, CONVEYED TO CELINA LAND INVESTORS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20150116000051930, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 71.314 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982), AND DENTON CORS ARP (PID-DF8986), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "SHIELDS" FOUND FOR THE NORTHWEST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 3.50 ACRE TRACT OF LAND CONVEYED TO AL-RAZA ENTERPRISES INC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20080312000296050, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE SOUTH LINE OF LOT 3R-1, BLOCK A OF THE REPLAT OF CELINA TOWN CENTER ADDITION-PHASE 2, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20140312010000780, IN CABINET 2014, PAGE 117, AND IN SLIDE 9415-1-2, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 09 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID LOT 3R-1, BLOCK A, THE SOUTH LINE OF LOT 6, BLOCK A OF CELINA TOWN CENTER ADDITION, PHASE 2, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070803010002610, IN CABINET 2007, PAGE 393, AND IN SLIDE 9415, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND THE SOUTH LINE OF A 9.831 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO CELINA COMMERCIAL INVESTMENTS, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20191101001383960, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1237.36 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID "TRACT2". SAID POINT BEING ON THE WEST LINE OF A 2.74 ACRE TRACT OF LAND CONVEYED TO ROBERT C. LOFTICE, AS RECORDED IN COUNTY CLERK'S FILE NO. 19940404000314370, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING WITHIN COUNTY ROAD NO. 89, (PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 52 MINUTES 36 SECONDS EAST, ALONG THE EAST LINE OF SAID 71.296 ACRE TRACT AND THE COMMON WEST LINE SAID 2.74 ACRE TRACT, A 5.000 ACRE TRACT OF LAND CONVEYED TO MRN

Attachment: Development Agreement (Hillside Village – Development Agreement)

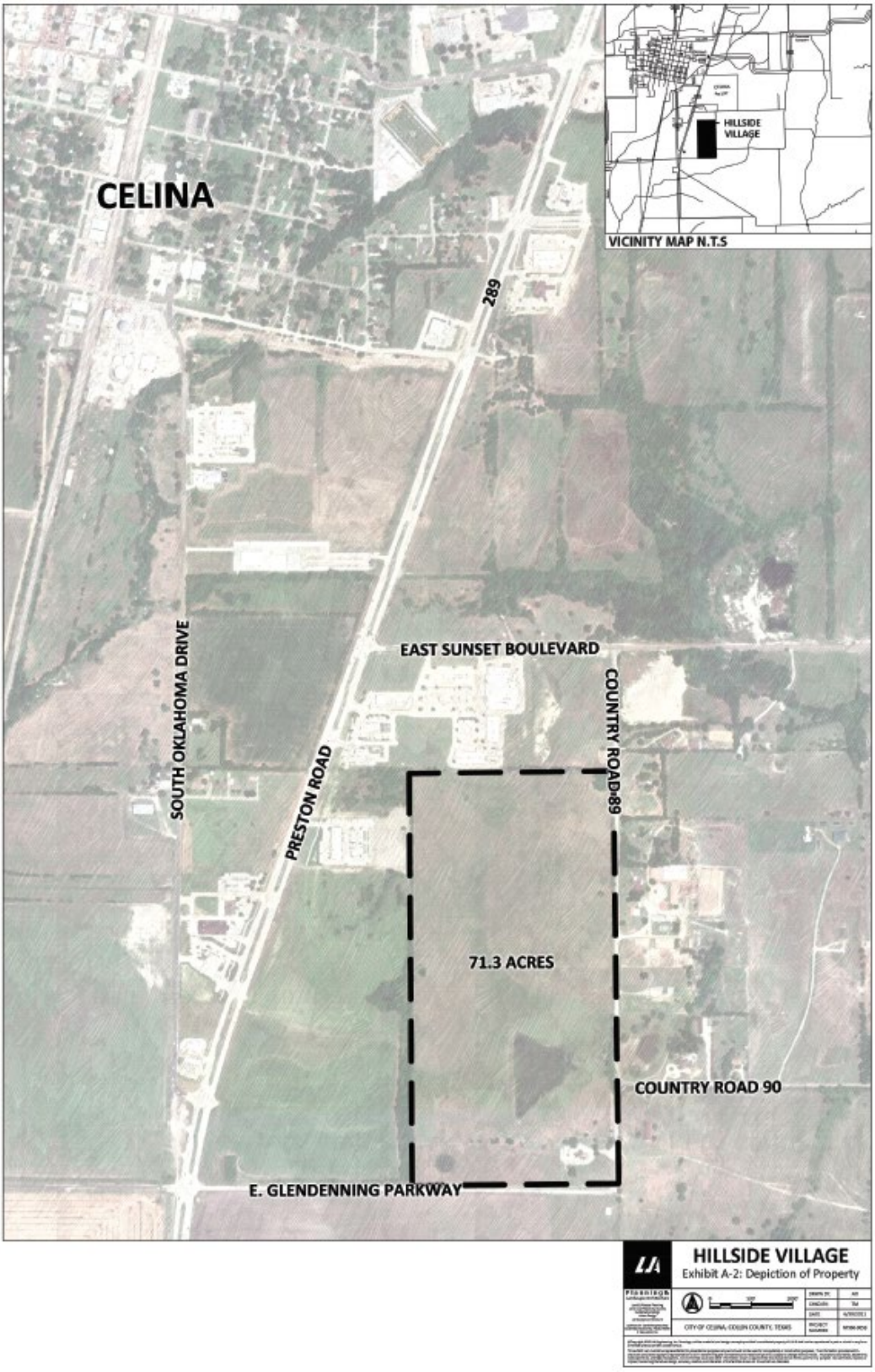
SQUARED, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20210210000284360, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 6.000 ACRE TRACT OF LAND CONVEYED TO BILLY JOHN CARTER, JR. AND RITA S. CARTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 19960415000307290, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.000 ACRE TRACT OF LAND CONVEYED TO BILLY JOHN CARTER, JR. AND RITA S. CARTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 20060112000054370, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.000 ACRE TRACT OF LAND CONVEYED TO DALA A. BRUTON AND TAMARA D. BRUTON, AS RECORDED COUNTY CLERK'S FILE NO. 20040907001319390, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.572 ACRE TRACT OF LAND CONVEYED TO PAUL A. DAVIS, AS RECORDED IN COUNTY CLERK'S FILE NO. 20040615000873230 OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND A 5.84 ACRE TRACT OF LAND CONVEYED TO VERA LUCILLE JINKS, AS RECORDED IN VOLUME 1102, PAGE 761, DEED RECORDS, COLLIN COUNTY, TEXAS, WITH SAID COUNTY ROAD NO. 89, A DISTANCE OF 2499.93 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 77.694 ACRE TRACT OF LAND CONVEYED TO VERA LUCILLE JINKS, AS RECORDED IN VOLUME 1102, PAGE 752, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 22 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 71.296 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 77.694 ACRE TRACT, WITH THE APPROXIMATE CENTER OF SAID COUNTY ROAD NO. 89, A DISTANCE OF 1250.18 FEET TO A 3/8" IRON ROD FOUND, (BENT) FOR THE SOUTHWEST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF A 20.00 ACRE TRACT OF LAND CONVEYED TO SUMMIT CENTER AT PRESTON, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20130708000945990, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 34 MINUTES 57 SECONDS WEST, ALONG THE WEST LINE OF SAID 71.296 ACRE TRACT AND THE COMMON EAST LINE OF SAID 20.00 ACRE TRACT, THE EAST LINE OF A 16.987 ACRE TRACT OF LAND CONVEYED TO JEOU-SHYONG HUANG AND MEI-FU LIN HUANG, AS RECORDED IN COUNTY CLERK'S FILE NO. 20120703000803140, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, THE EAST LINE OF A 4.321 ACRE TRACT OF LAND CONVEYED TO PRESTON TEP, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20200311000356960, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, THE EAST LINE OF LOT 1, BLOCK A OF THE KELLER WILLIAMS ADDITION, PHASE 1, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20190412010001750 AND IN CABINET 2019, PAGE 291, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND THE EAST LINE OF AFORESAID 3.50 ACRE TRACT, A DISTANCE OF 2495.28 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 3,106,432 SQUARE FEET OR 71.314 ACRES OF LAND.

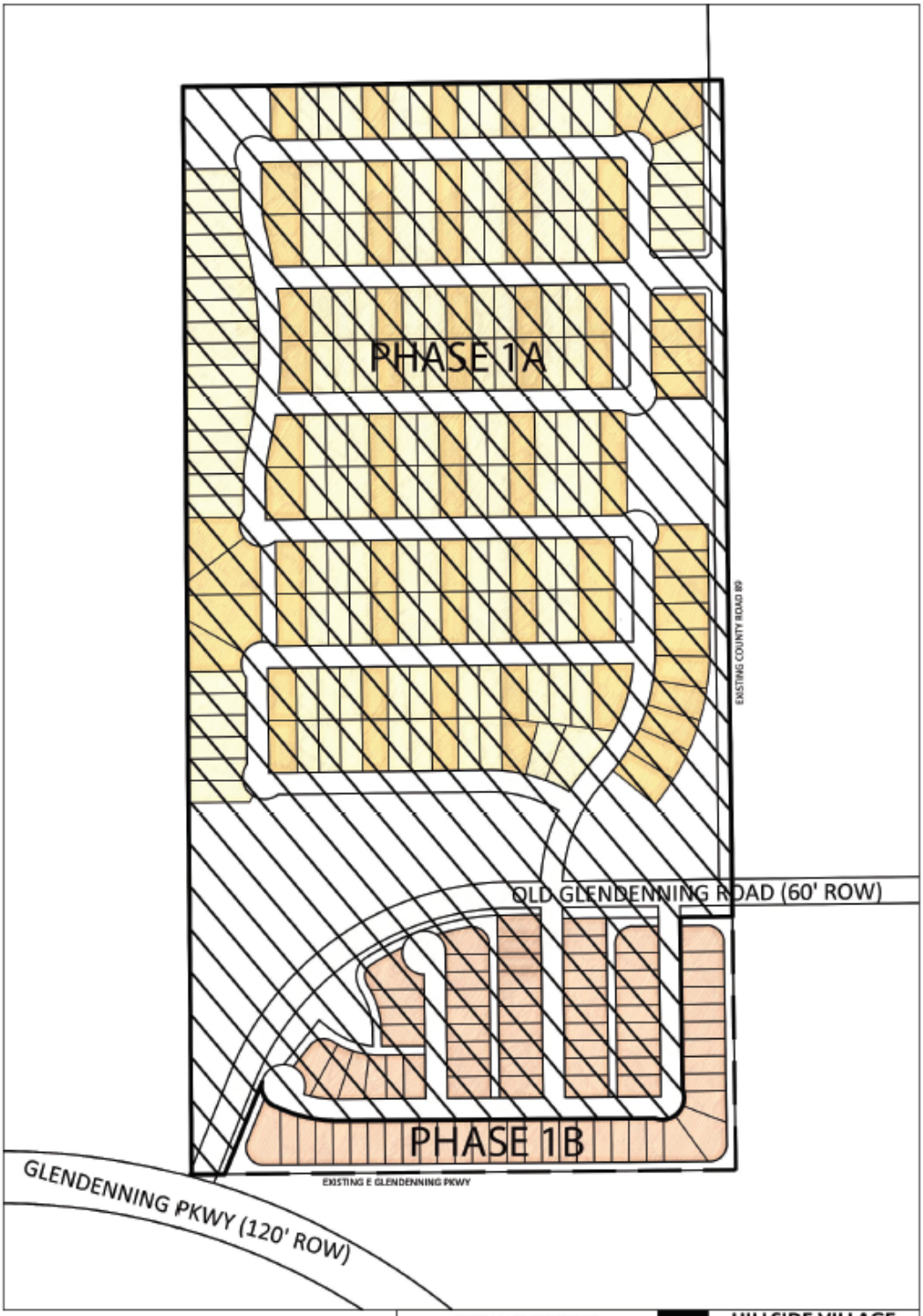
Attachment: Development Agreement (Hillside Village – Development Agreement)

EXHIBIT A-2
DEPICTION OF THE PROPERTY



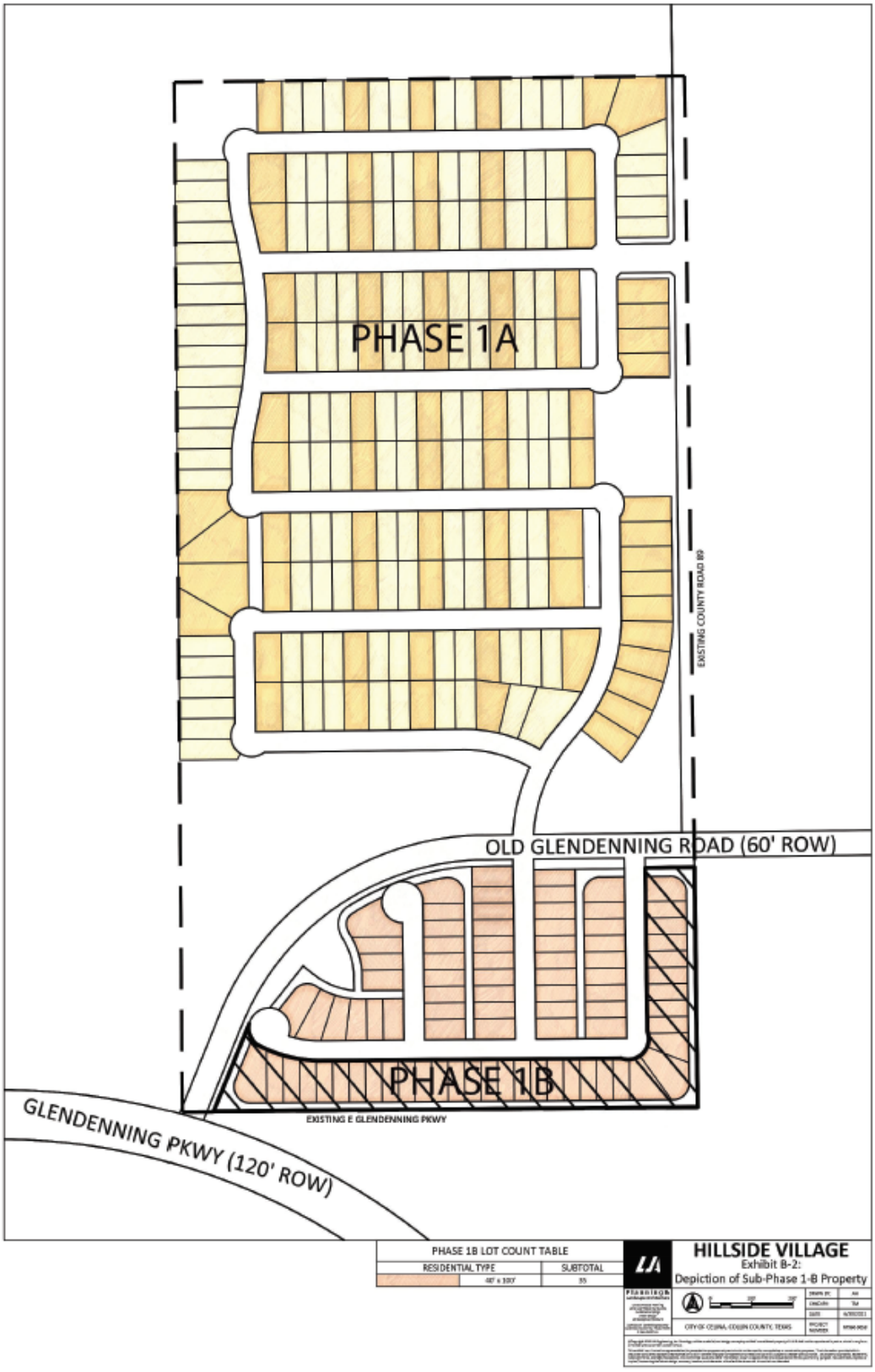
Attachment: Development Agreement (Hillside Village – Development Agreement)

EXHIBIT B-1
DEPICTION OF SUB-PHASE 1-A PROPERTY



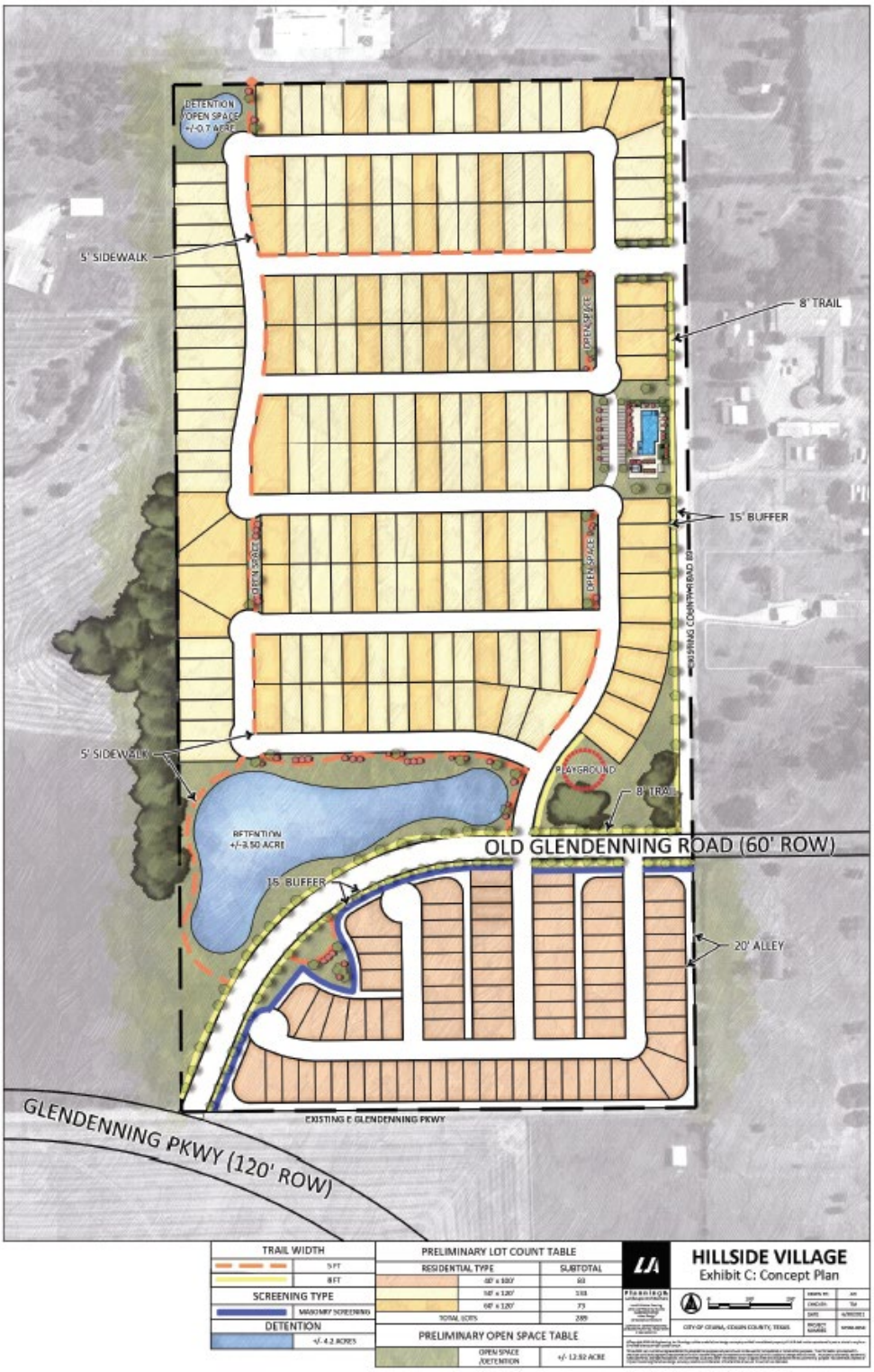
Attachment: Development Agreement (Hillside Village – Development Agreement)

EXHIBIT B-2
DEPICTION OF SUB-PHASE 1-B PROPERTY



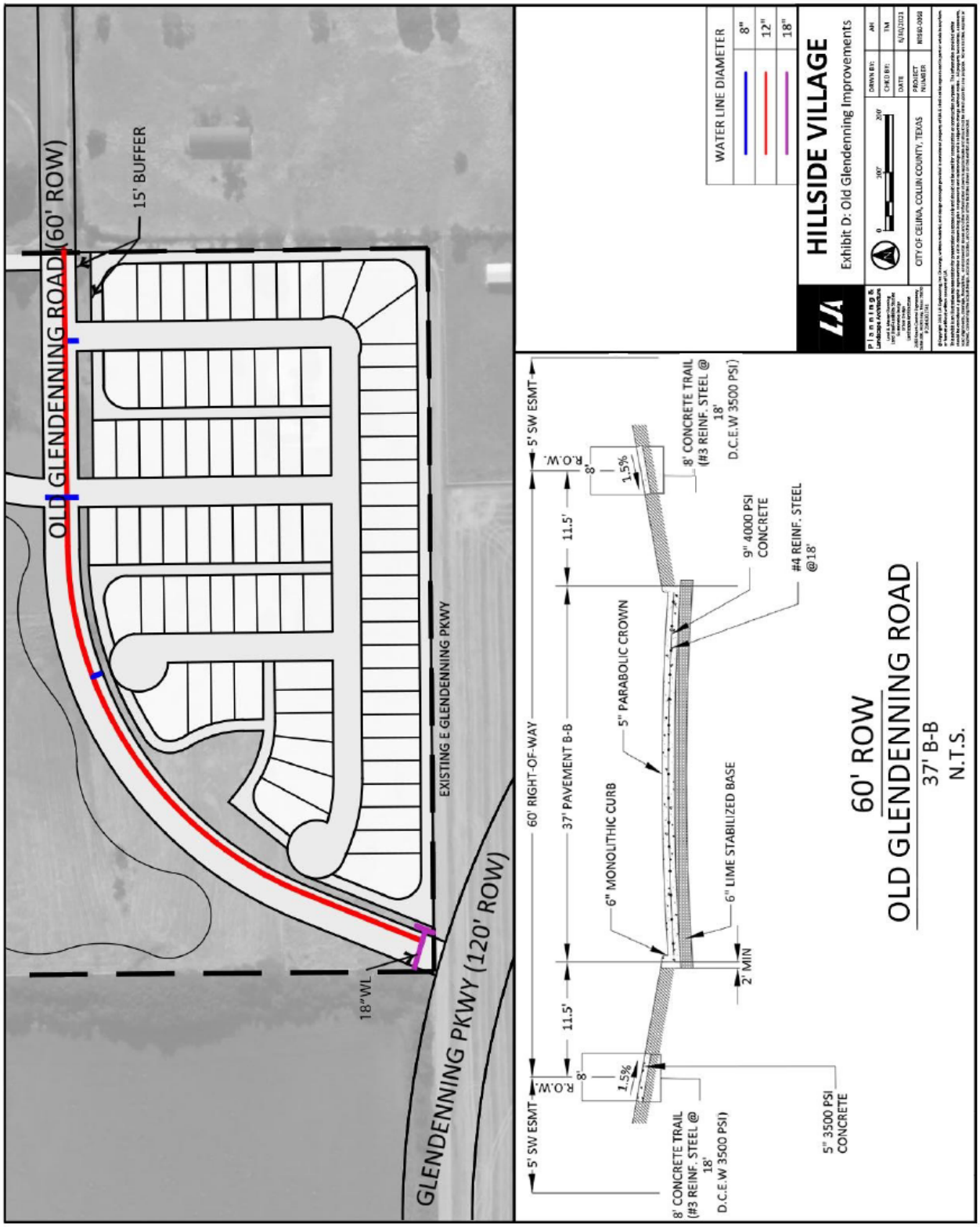
Attachment: Development Agreement (Hillside Village – Development Agreement)

EXHIBIT C
CONCEPT PLAN



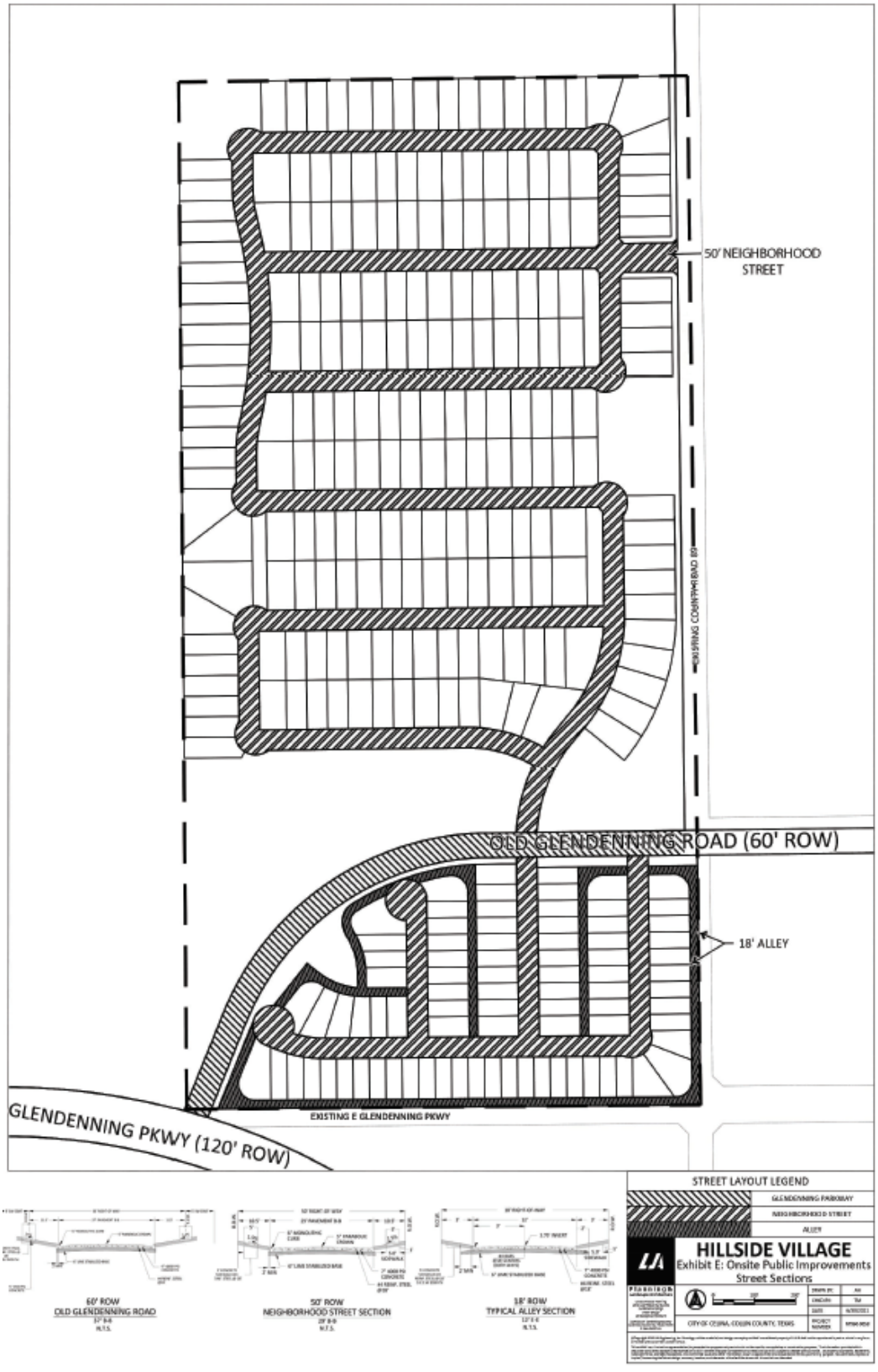
Attachment: Development Agreement (Hillside Village – Development Agreement)

EXHIBIT D
OLD GLENDENNING IMPROVEMENTS



Attachment: Development Agreement (Hillside Village – Development Agreement)

EXHIBIT E
ONSITE PUBLIC IMPROVEMENTS



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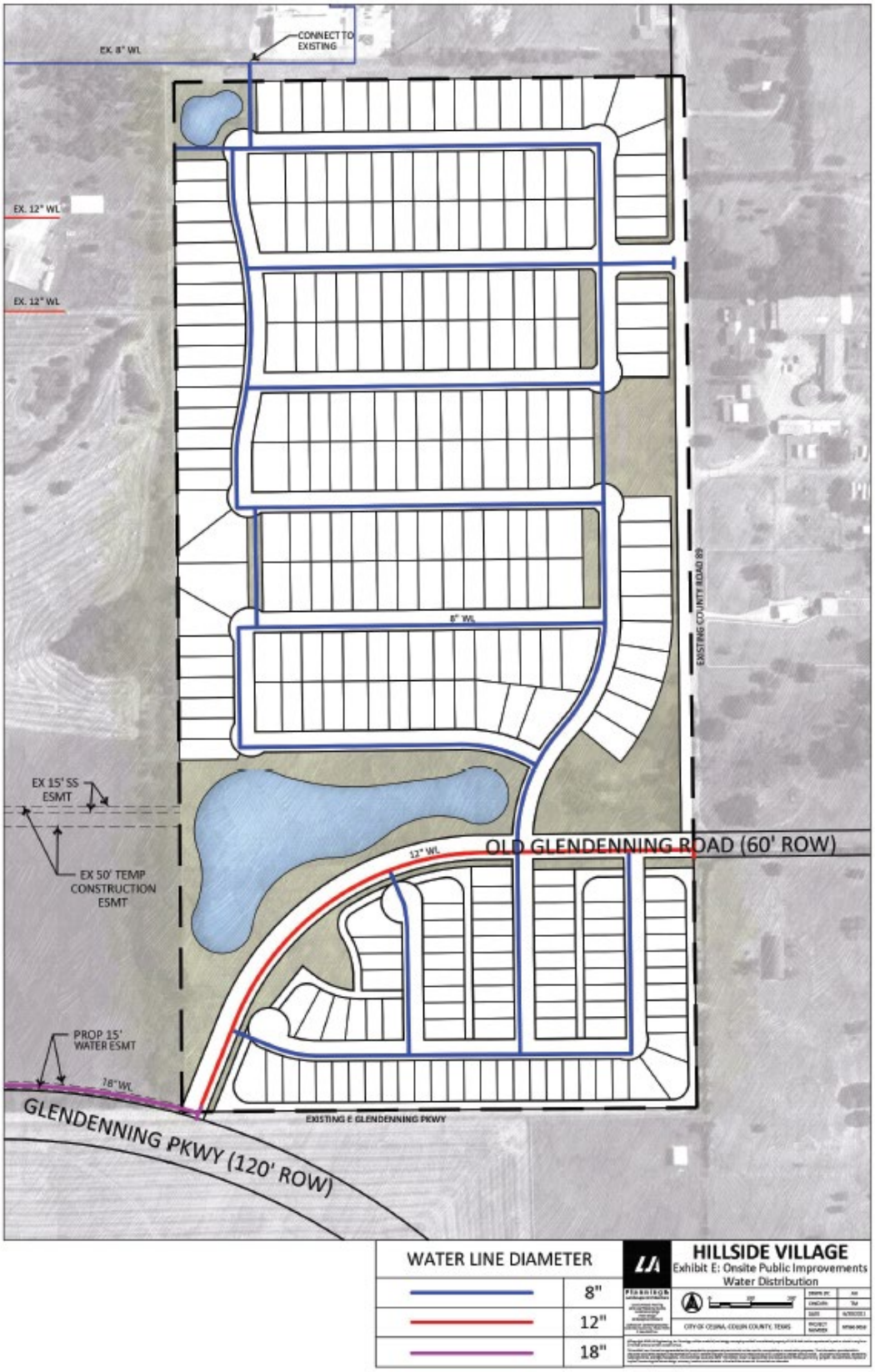

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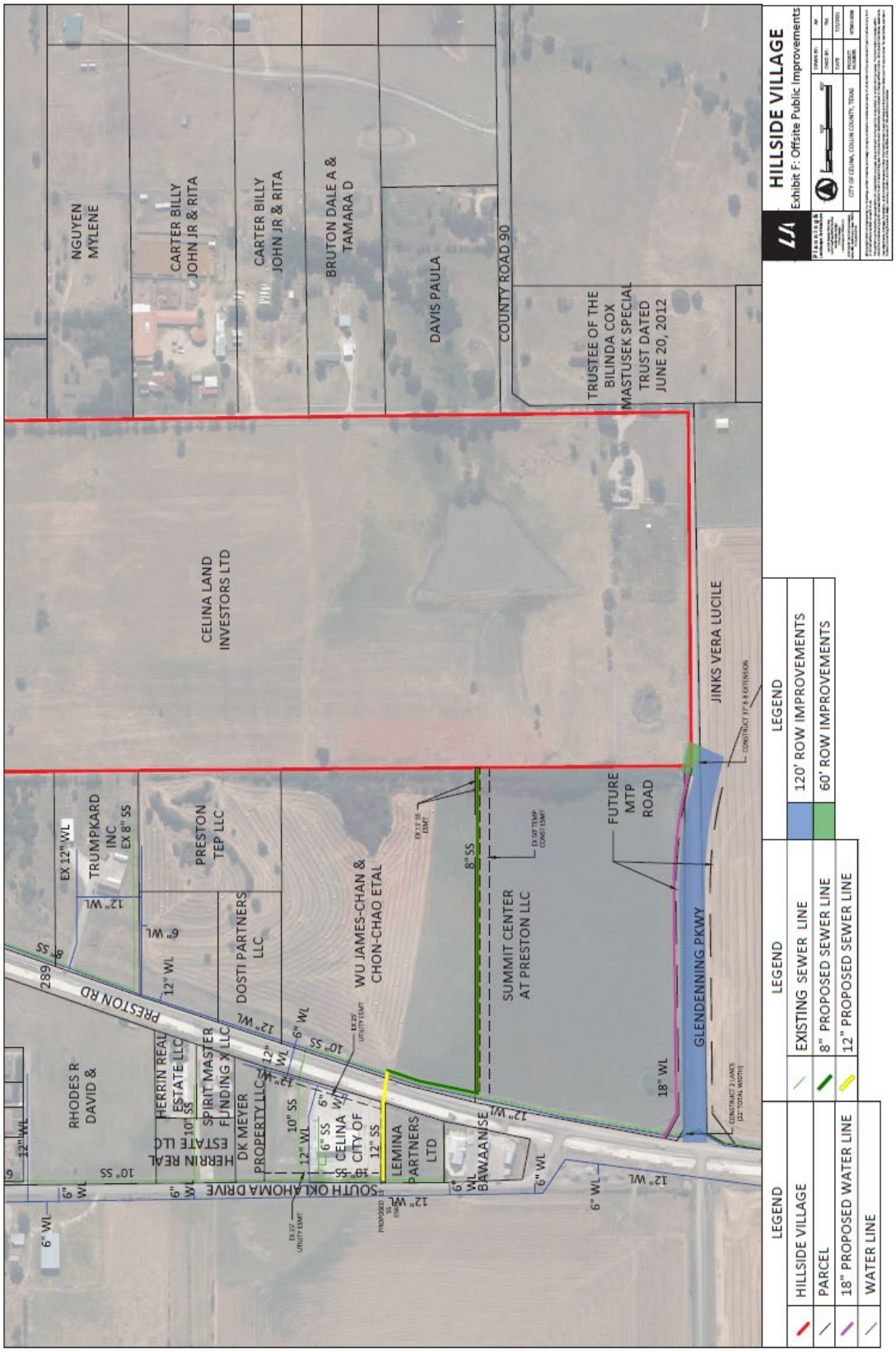
EXHIBIT F
OFF-SITE PUBLIC IMPROVEMENTS



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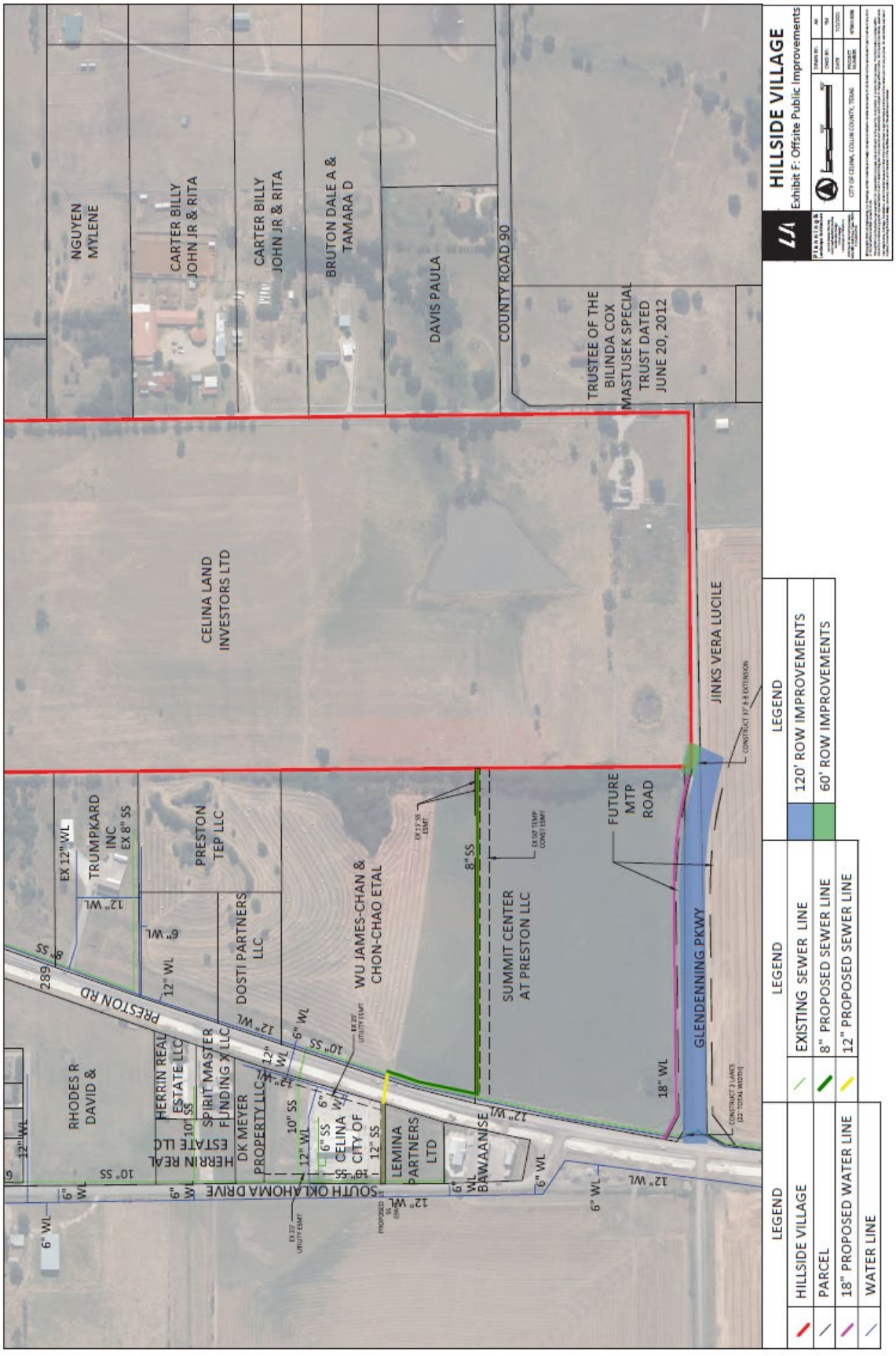

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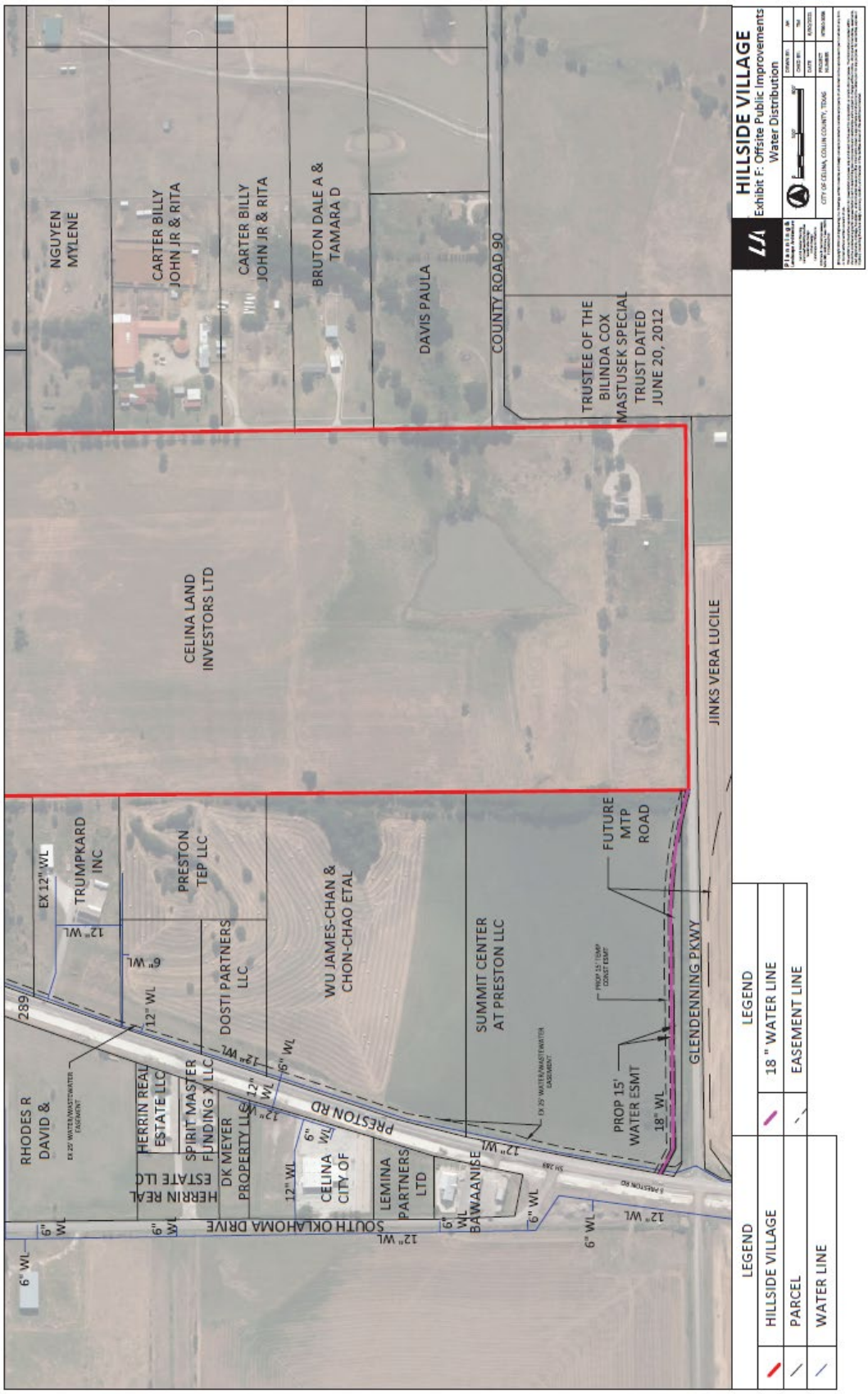

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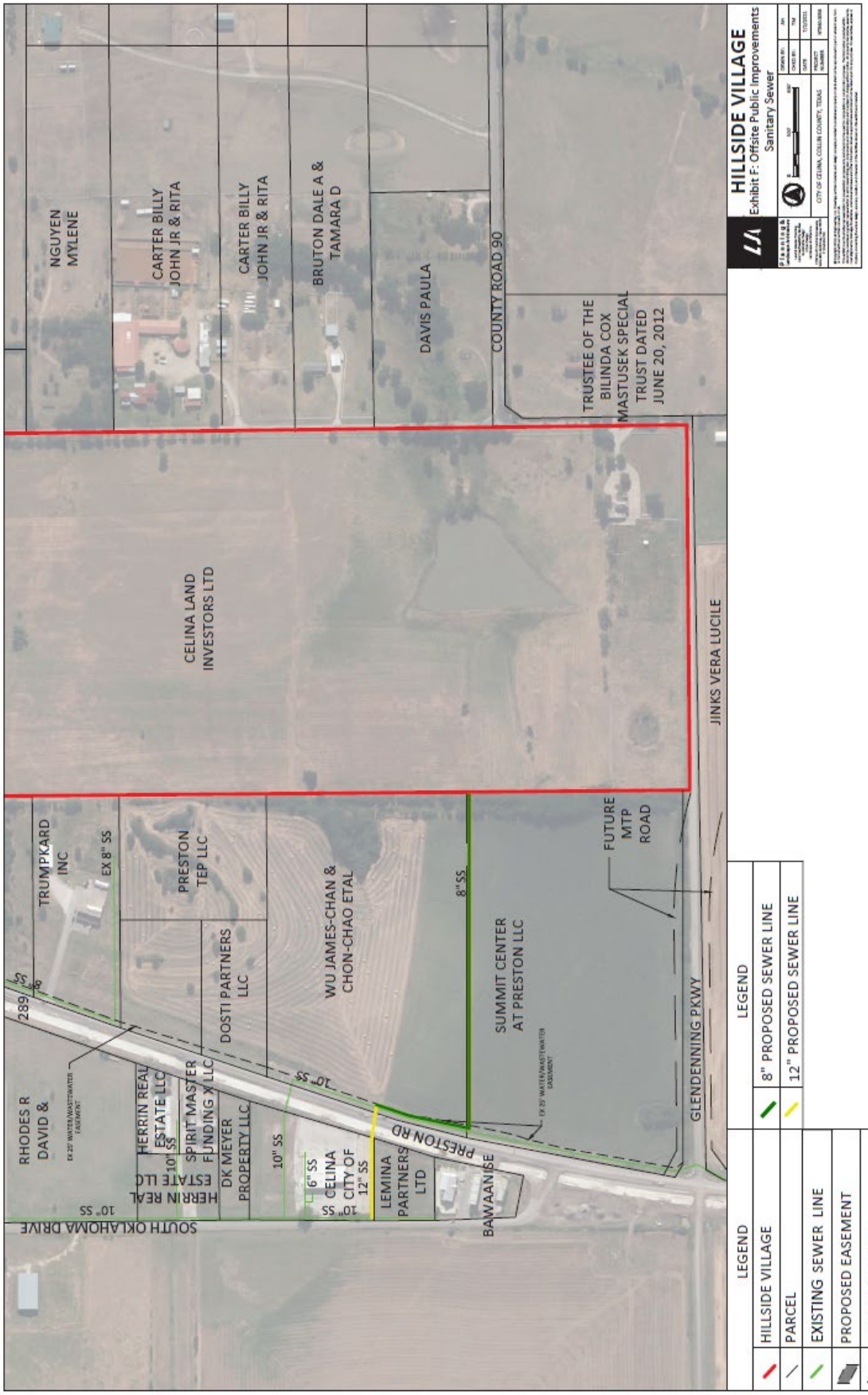

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EXHIBIT G
ABANDONMENT AREA

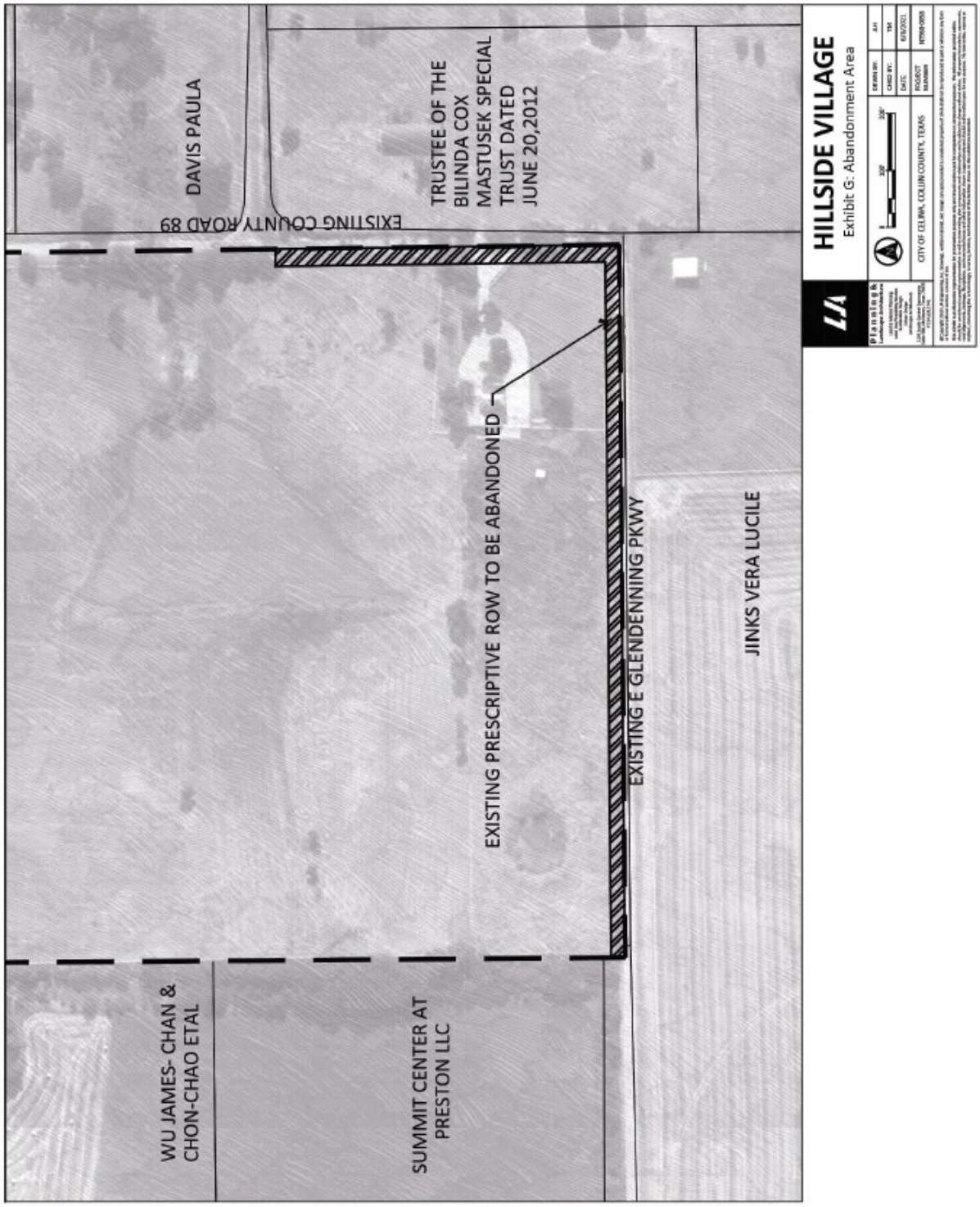

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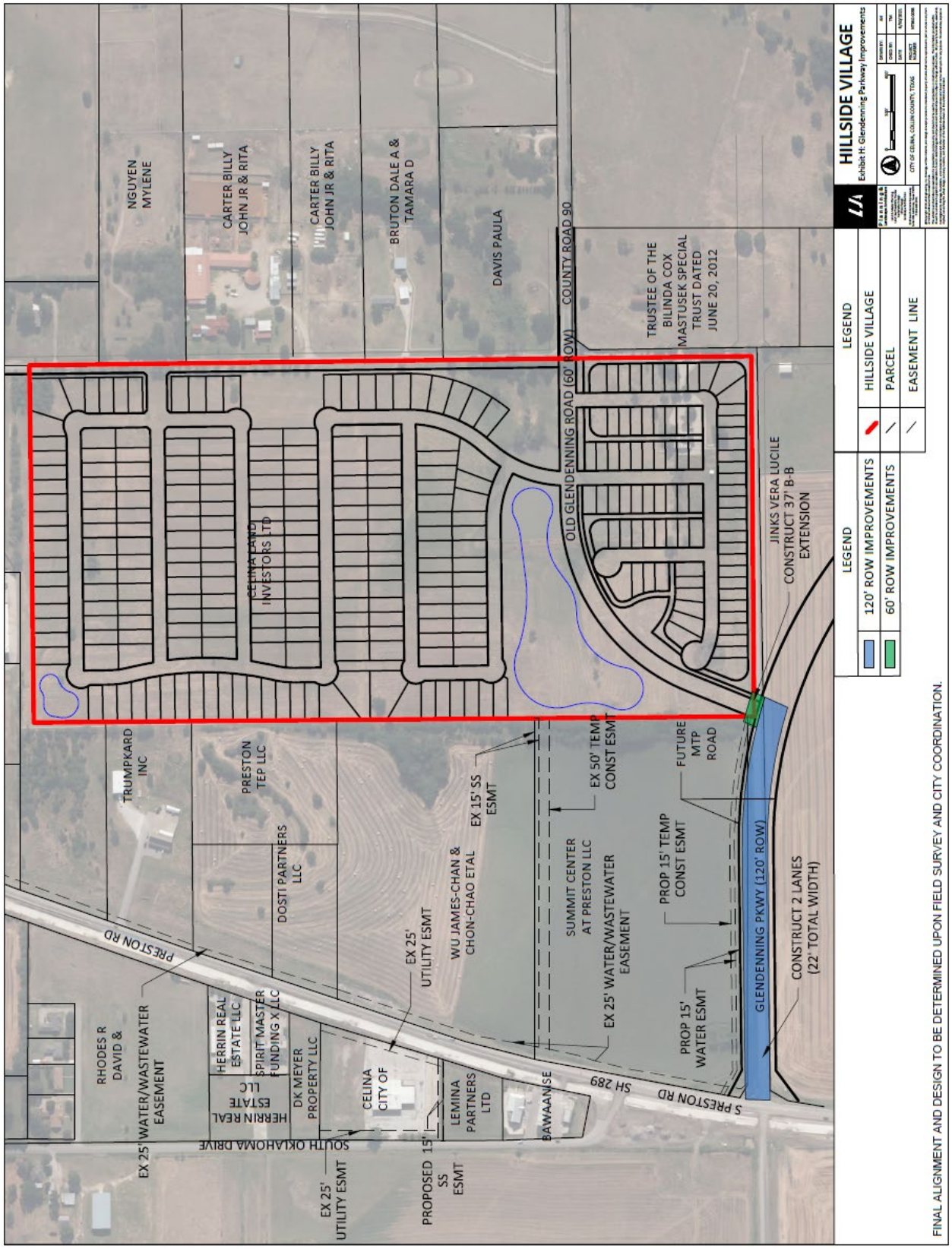
EXHIBIT H
GLENDENNING PARKWAY IMPROVEMENTS



Attachment: Development Agreement (Hillside Village – Development Agreement)

EXHIBIT I
PRELIMINARY HOA EDUCATION SUPPORT AGREEMENT WITH PRELIMINARY CCR TERMS

EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

NOW THEREFORE, for and in consideration of the mutual promises of the Parties as set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I.
EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon other than the initial conveyance from a homebuilder to a buyer (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

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1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property**.** The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

ARTICLE II.
ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either

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Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as

Attachment: Development Agreement (Hillside Village – Development Agreement)

conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

HOA:

Attachment: Development Agreement (Hillside Village – Development Agreement)

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

Attachment: Development Agreement (Hillside Village – Development Agreement)

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

Attachment: Development Agreement (Hillside Village – Development Agreement)

EXHIBIT A—PROPERTY DESCRIPTION

Attachment: Development Agreement (Hillside Village – Development Agreement)

EXHIBIT B—SAMPLE CCC

ARTICLE XX
DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or

Attachment: Development Agreement (Hillside Village – Development Agreement)

indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX
COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot with a completed residence thereon other than the initial conveyance from a homebuilder to buyer or Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an

Attachment: Development Agreement (Hillside Village – Development Agreement)

assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any Owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each Owner, and each prospective Owner, is placed on notice that the Owner's title may be subject to the continuing lien for the Community Enhancement Fee

Attachment: Development Agreement (Hillside Village – Development Agreement)

attributable to a period prior to the date that the Owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former Owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing Owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each Owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth

Attachment: Development Agreement (Hillside Village – Development Agreement)

below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, county, municipality, district or other political subdivision thereof.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or it respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any Owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any Owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of

Attachment: Development Agreement (Hillside Village – Development Agreement)

a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

Attachment: Development Agreement (Hillside Village – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	July 13, 2021
Re:	Hillside Village - Planned Development Amendment

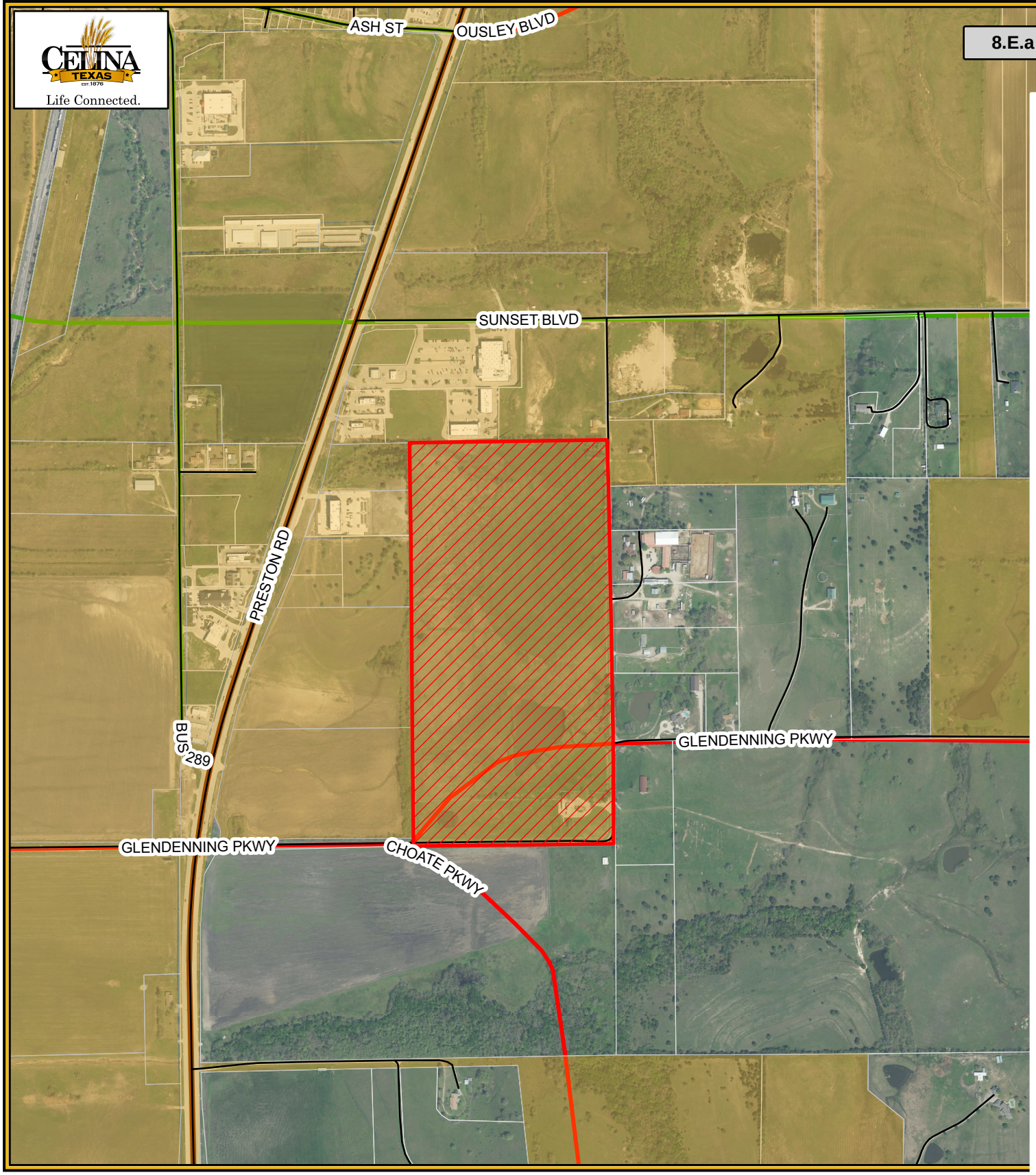
Action Requested:
Conduct a public hearing and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Concept Plan and Development Regulations of Planned Development (PD) No. 66 on approximately 72 acres, generally located at the northwest corner of Glendenning Parkway and KC Robinson Lane, within the City Limits. (Hillside Village – Planned Development Amendment) (Mohan)

Owner Information:
Wynne/Jackson, Inc.
600 N. Pearl Street, Suite 650
Dallas, TX 75201

Background Information:
This property is approximately 72 acres within the City Limits. The applicant's request is to amend the current PD to establish a master planned community consisting of a total of 300 lots (with a lot mix of 40's, 50's, and 60's).
Please refer to the attached documents and the associated Development Agreement for additional information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Hillside Village – Planned Development Amendment)

Legend

- Roads
- City Limits
- Parcels
- Subject Property

Hillside Village Location Map

City of Celina

5/3/2021

N
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0 500 1,000 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2021-____
HILLSIDE VILLAGE
AN AMENDMENT TO PLANNED DEVELOPMENT # 66

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 71.314 ACRES LOCATED IN THE IN COLLIN COUNTY SCHOOL LAND SURVEY #14, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF GLENDENNING PARKWAY AND KC ROBINSON LANE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND "PD" PLANNED DEVELOPMENT DISTRICT NO. 66; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, this Ordinance amends PD #66, which has previously been amended by ordinance 2016-29; 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 and Development Regulations, set forth in Exhibit "C" and "D," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (Hillside Village – Planned Development Amendment)

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 66 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:	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. 66, and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

Attachment: Draft Ordinance (Hillside Village – Planned Development Amendment)

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

Attachment: Draft Ordinance (Hillside Village – Planned Development Amendment)

ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of July, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Hillside Village – Planned Development Amendment)

Exhibit A
Legal Description

BEING A 71.314 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY # 14, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING ALL OF A 71.296 ACRE TRACT OF LAND, CONVEYED TO CELINA LAND INVESTORS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20150116000051930, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 71.314 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982), AND DENTON CORS ARP (PID-DF8986), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "SHIELDS" FOUND FOR THE NORTHWEST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 3.50 ACRE TRACT OF LAND CONVEYED TO AL-RAZA ENTERPRISES INC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20080312000296050, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE SOUTH LINE OF LOT 3R-1, BLOCK A OF THE REPLAT OF CELINA TOWN CENTER ADDITION-PHASE 2, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20140312010000780, IN CABINET 2014, PAGE 117, AND IN SLIDE 9415-1-2, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 09 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID LOT 3R-1, BLOCK A, THE SOUTH LINE OF LOT 6, BLOCK A OF CELINA TOWN CENTER ADDITION, PHASE 2, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070803010002610, IN CABINET 2007, PAGE 393, AND IN SLIDE 9415, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND THE SOUTH LINE OF A 9.831 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO CELINA COMMERCIAL INVESTMENTS, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20191101001383960, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 1237.36 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID "TRACT2". SAID POINT BEING ON THE WEST LINE OF A 2.74 ACRE TRACT OF LAND CONVEYED TO ROBERT C. LOFTICE, AS RECORDED IN COUNTY CLERK'S FILE NO. 19940404000314370, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING WITHIN COUNTY ROAD NO. 89, (PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 52 MINUTES 36 SECONDS EAST, ALONG THE EAST LINE OF SAID 71.296 ACRE TRACT AND THE COMMON WEST LINE SAID 2.74 ACRE TRACT, A 5.000 ACRE TRACT OF LAND CONVEYED TO MRN

Attachment: Draft Ordinance (Hillside Village – Planned Development Amendment)

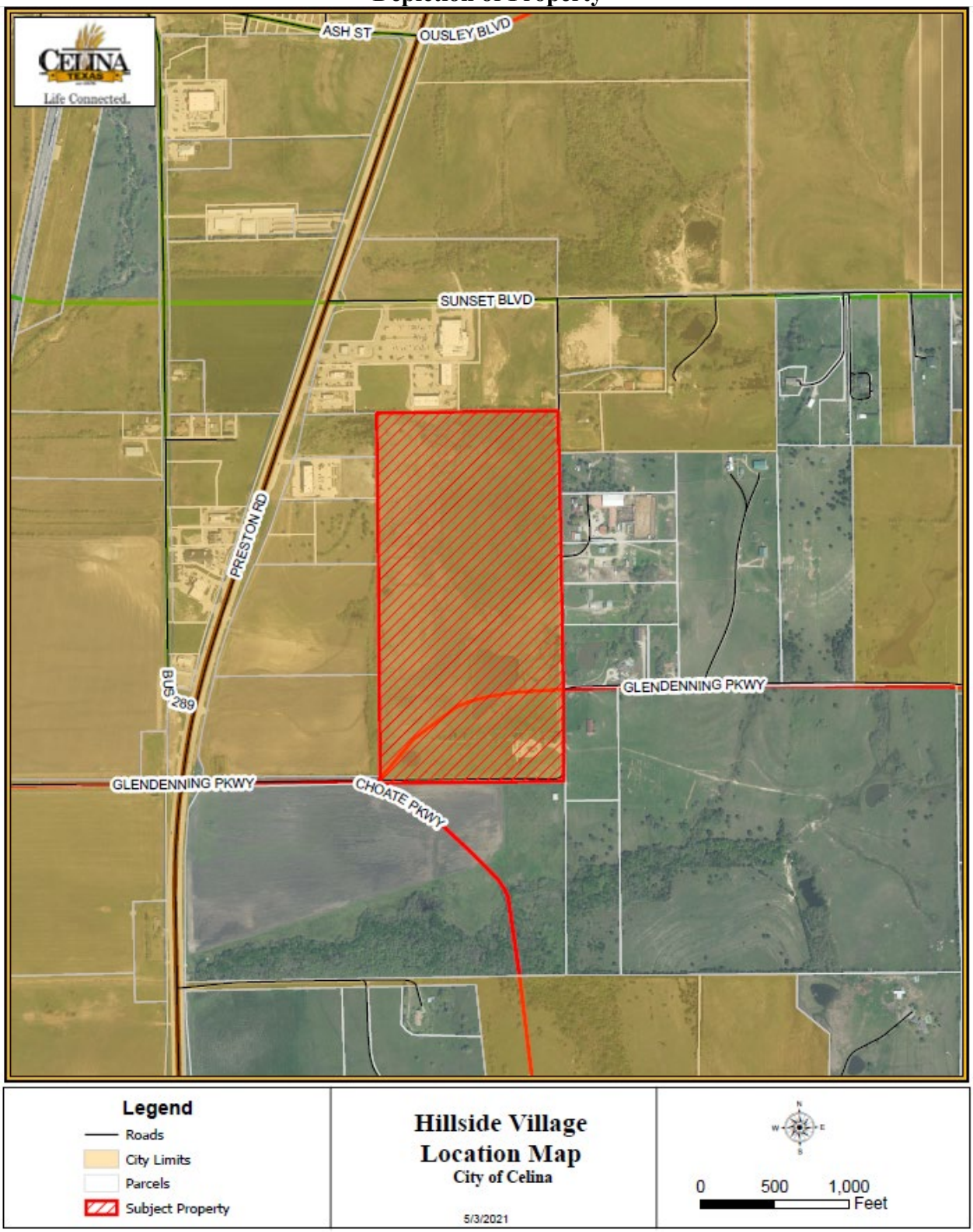
SQUARED, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20210210000284360, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 6.000 ACRE TRACT OF LAND CONVEYED TO BILLY JOHN CARTER, JR. AND RITA S. CARTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 19960415000307290, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.000 ACRE TRACT OF LAND CONVEYED TO BILLY JOHN CARTER, JR. AND RITA S. CARTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 20060112000054370, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.000 ACRE TRACT OF LAND CONVEYED TO DALA A. BRUTON AND TAMARA D. BRUTON, AS RECORDED COUNTY CLERK'S FILE NO. 20040907001319390, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, A 5.572 ACRE TRACT OF LAND CONVEYED TO PAUL A. DAVIS, AS RECORDED IN COUNTY CLERK'S FILE NO. 20040615000873230 OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND A 5.84 ACRE TRACT OF LAND CONVEYED TO VERA LUCILLE JINKS, AS RECORDED IN VOLUME 1102, PAGE 761, DEED RECORDS, COLLIN COUNTY, TEXAS, WITH SAID COUNTY ROAD NO. 89, A DISTANCE OF 2499.93 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 77.694 ACRE TRACT OF LAND CONVEYED TO VERA LUCILLE JINKS, AS RECORDED IN VOLUME 1102, PAGE 752, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 22 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 71.296 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 77.694 ACRE TRACT, WITH THE APPROXIMATE CENTER OF SAID COUNTY ROAD NO. 89, A DISTANCE OF 1250.18 FEET TO A 3/8" IRON ROD FOUND, (BENT) FOR THE SOUTHWEST CORNER OF SAID 71.296 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF A 20.00 ACRE TRACT OF LAND CONVEYED TO SUMMIT CENTER AT PRESTON, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20130708000945990, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 34 MINUTES 57 SECONDS WEST, ALONG THE WEST LINE OF SAID 71.296 ACRE TRACT AND THE COMMON EAST LINE OF SAID 20.00 ACRE TRACT, THE EAST LINE OF A 16.987 ACRE TRACT OF LAND CONVEYED TO JEOU-SHYONG HUANG AND MEI-FU LIN HUANG, AS RECORDED IN COUNTY CLERK'S FILE NO. 20120703000803140, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, THE EAST LINE OF A 4.321 ACRE TRACT OF LAND CONVEYED TO PRESTON TEP, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20200311000356960, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, THE EAST LINE OF LOT 1, BLOCK A OF THE KELLER WILLIAMS ADDITION, PHASE 1, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN COUNTY CLERK'S FILE NO. 20190412010001750 AND IN CABINET 2019, PAGE 291, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND THE EAST LINE OF AFORESAID 3.50 ACRE TRACT, A DISTANCE OF 2495.28 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 3,106,432 SQUARE FEET OR 71.314 ACRES OF LAND.

Attachment: Draft Ordinance (Hillside Village – Planned Development Amendment)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Hillside Village – Planned Development Amendment)

Exhibit C
Concept Plan

Attachment: Draft Ordinance (Hillside Village – Planned Development Amendment)

Exhibit D
Development Regulations

Concept Plan

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, arterials, and other area features. Minor modifications for pragmatic purposes are contemplated at time of plan review and permitting, and such modifications shall not be unreasonably withheld, subject to review and approval by the Director of Development Services. Major modifications, such as major relocations of various land uses, shall require a revision to the governing Planned Development district zoning.

Purpose

The subject property has existing PD (#66) entitlements from 2016. Since that time, Master Thoroughfare Plan amendments, in addition to market changes, necessitate revisions to PD #66. In general, design standards will follow all applicable City standards, and land uses shall be determined here within.

Architecture

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, and as may be amended.

Open Space, Trails, & Amenities:

1. The landscape buffer that applies to CR 89 is 15' in width, with an 8' wide sidewalk and associated landscaping. The screening device shall be an eight foot tall (8') enhanced wooden fence (cedar, board-on-board with a decorative cap), along with the associated required landscaping.
2. The landscape buffer that applies to Glendenning Parkway is 15' in width, with 8' wide sidewalks on both sides, and associated landscaping. A 6' masonry wall is required for the screening device along the south side of Glendening Parkway.
3. The screening device along the northern property line shall be an eight foot tall (8') enhanced wooden fence (cedar, board-on-board with a decorative cap).
4. An amenity center (with pool, shade structure, and bathrooms) is required on the northern tract to begin construction before the issuance of the 200th building permit.
5. The spirit and intent of the Neighborhood Vision Book must be met with reasonable exceptions taking into consideration the smaller size of the subject property, including without being limited to the following: no divided boulevards at the entries, and allowing 5' wide trails around the retention pond, subject to the review and approval by the Director.
6. One commercial grade playground is required.
7. A pedestrian connection shall be provided to the commercial development to the north, along with additional pedestrian connections as shown on the Concept Plan. Normal sidewalk regulations also apply.

Zoning

The base zoning shall be SF-R, and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, and as may be amended, except as follows:

1. The total lot count shall not exceed 300 lots, although the density cap may be exceeded within this limitation The below lot mix shall govern the development:

Attachment: Draft Ordinance (Hillside Village – Planned Development Amendment)

	Lot Type A	Lot Type B	Lot Type C
Min. Width	40’	50’	60’
t % (Min/Max)	(0/30)	Flexible	(25/0)

a. Covered front porches may extend over the Front Setback by up to 5’.
b. Minimum Front & Rear Sliding Setback of 35’ for the northern tract (50’s & 60s), and a minimum front and rear sliding setback of 20’ for the southern tract (40s).
c. Front loaded garages shall not exceed 3 cars in width, and only lots 60’ and wider shall be allowed garages with 3 cars facing the right-of-way.
d. Any cul-de-sac lot less than 50’ in width, at the front setback, shall be alley served.
e. 40’ wide lots are only allowed on the south side of Glendenning Parkway and the following area regulations shall be allowed:
    i. Minimum Front & Rear Sliding Setback of 20’ for such rear-loaded product
    ii. Garage doors shall be setback from the rear property boundary, either
        - A minimum of 3’ (when measured at the shallowest side-yard of the lot) with no parking allowed between garage and alley, with no Additional Parking Spaces per Unit required, or
        - A minimum of 20’ from the rear property boundary to allow 2 surface parking spaces between garage and alley.

Attachment: Draft Ordinance (Hillside Village – Planned Development Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	July 13, 2021
Re:	Dynavest - Planned Development Amendment

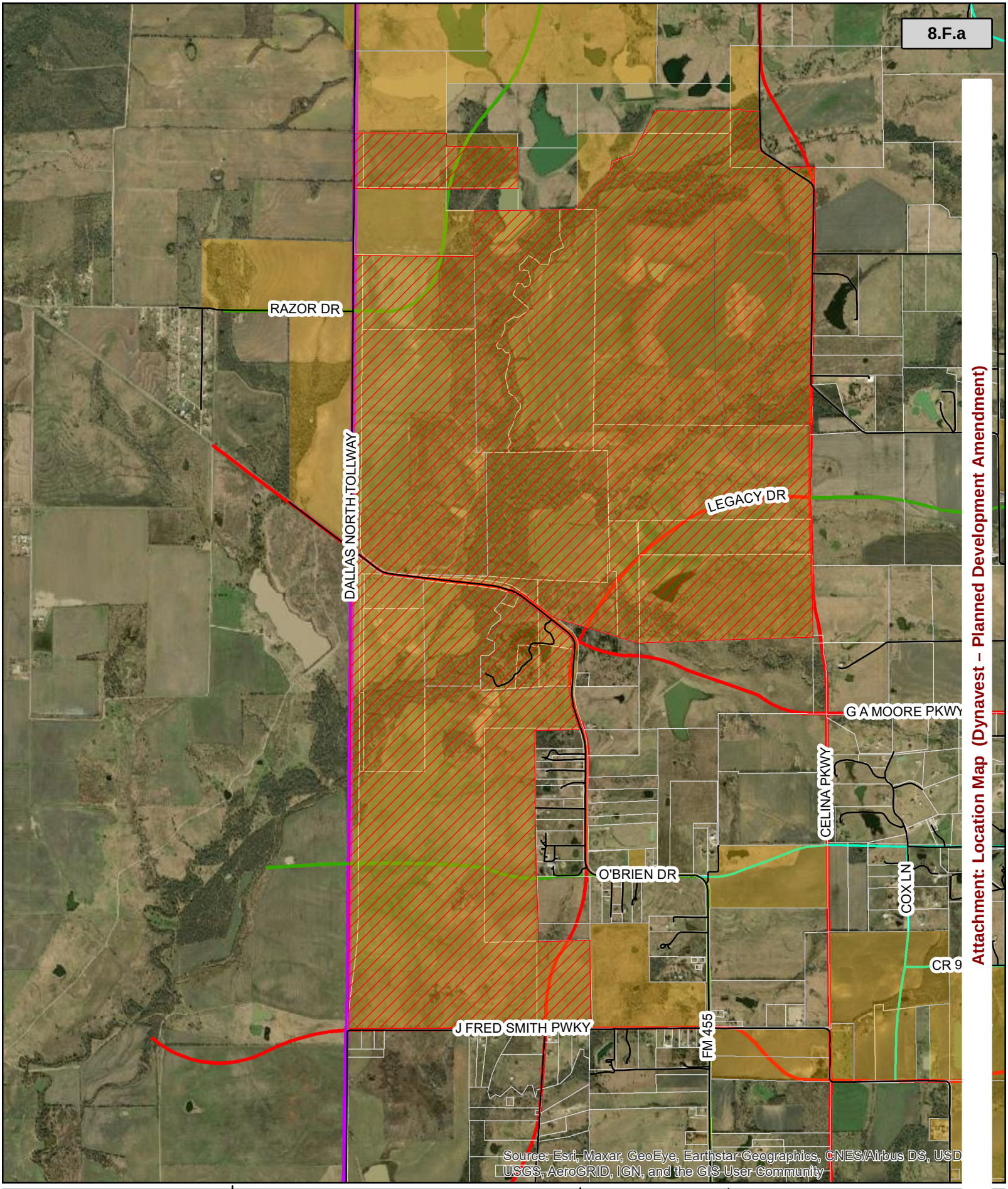
Action Requested:
Conduct a public hearing and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Development Regulations of Planned Development (PD) No. 117 on approximately 3,269 acres, generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road within the City Limits. (Dynavest – Planned Development Amendment) (McAfee)

Applicant:
Dynavest Joint Venture
24 Devonstone Place
Dallas, TX 75248-7910

Background Information:
This Planned Development Amendment request is for the Dynavest development. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Dynavest – Planned Development Amendment)

CELINA TEXAS est. 1876
Life Connected.

Dynavest PD Amendment Location Map

Date: 4/13/2021

Legend

- Roads
- Dynavest
- City Limits
- Parcels

N
W E
S

0 Feet

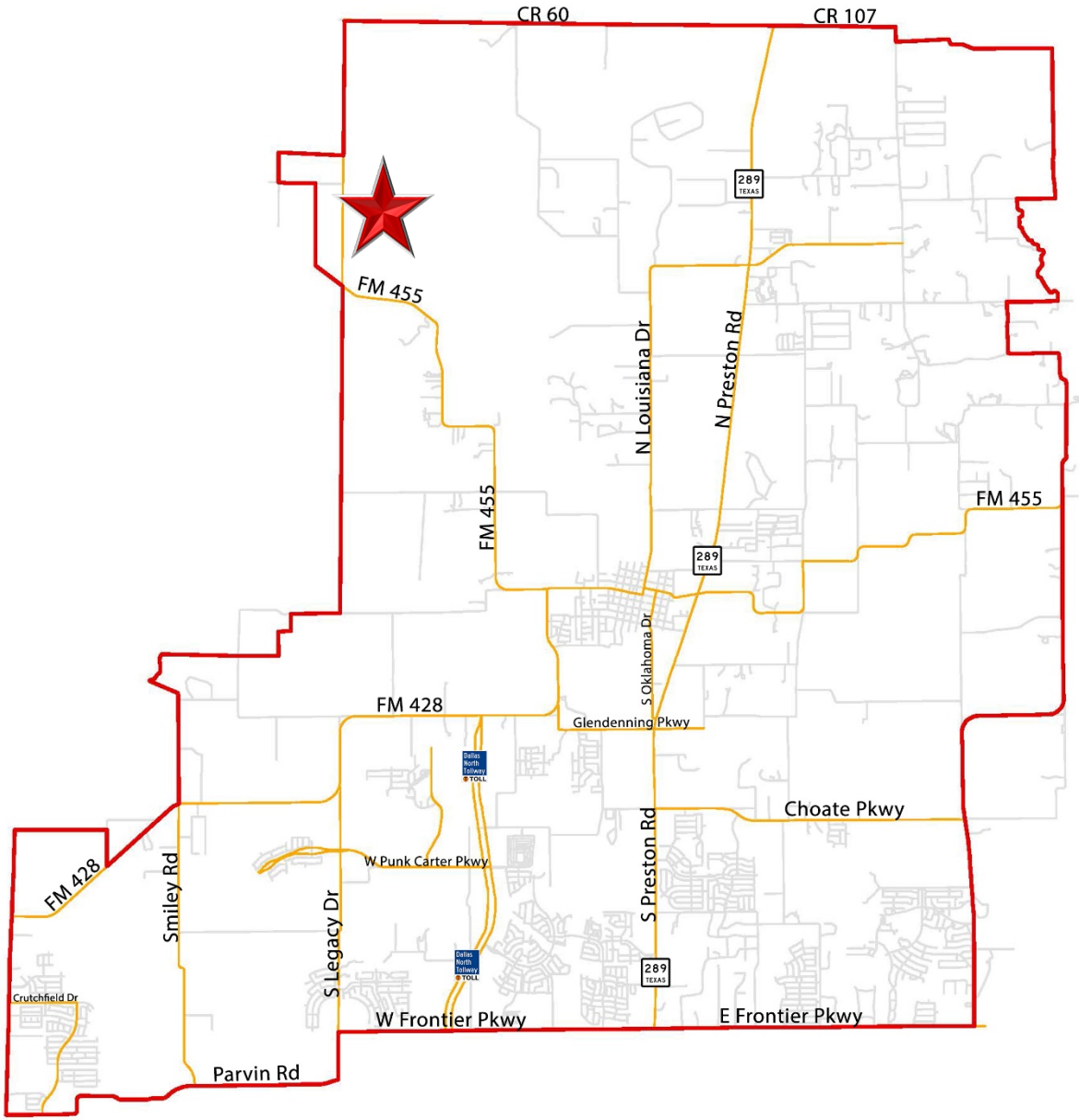
Dynavest

Planned Development Amendment

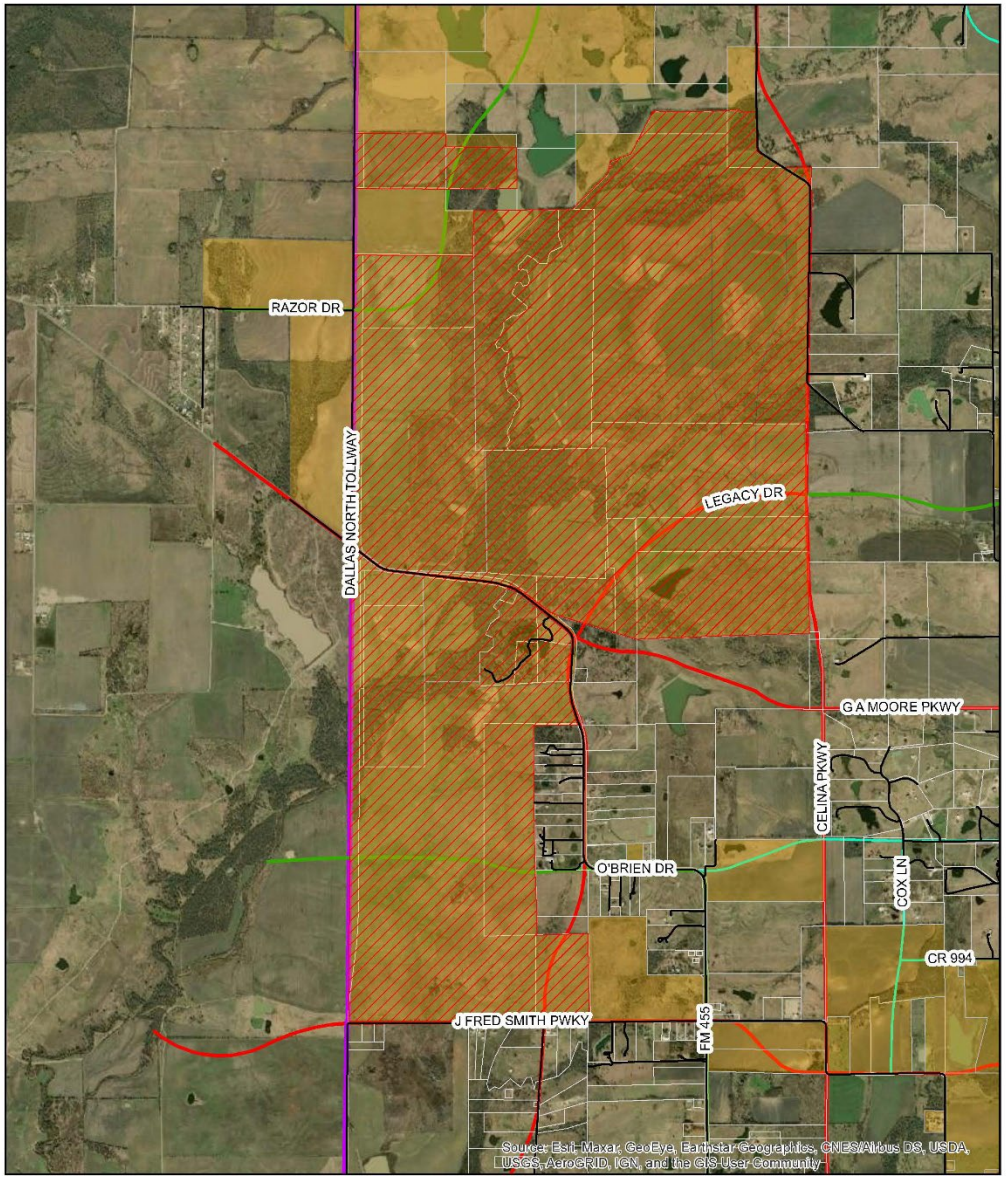
City Council

July 13, 2021

Attachment: Staff Presentation (Dynavest – Planned Development Amendment)



Attachment: Staff Presentation (Dynavest – Planned Development Amendment)



Location Map

The subject property is generally located east of the Dallas North Tollway and north of J Fred Smith Parkway

Attachment: Staff Presentation (Dynavest – Planned Development Amendment)

Background

- The subject property is approximately 3,269 acres and located in the City Limits
- In September 2020 the City approved a Development Agreement that outlined the property's future annexation and zoning
- The property was subsequently zoned and annexed in December 2020
- In May 2021, the City approved an amendment to the Development Agreement (DA)
- The applicant's request is to amend the PD to match the amended DA

Attachment: Staff Presentation (Dynavest – Planned Development Amendment)

Project Overview

- Extensive open spaces and parks throughout community, multiple amenity centers, amenitized floodplain with trails, and golf course (or comparable park project)
- Compliance with Neighborhood Vision Book
- Proposed Lot Mix:
  - 40s: Maximum 40-45%
  - 50s: Flexible
  - 60s: Minimum 10-15%

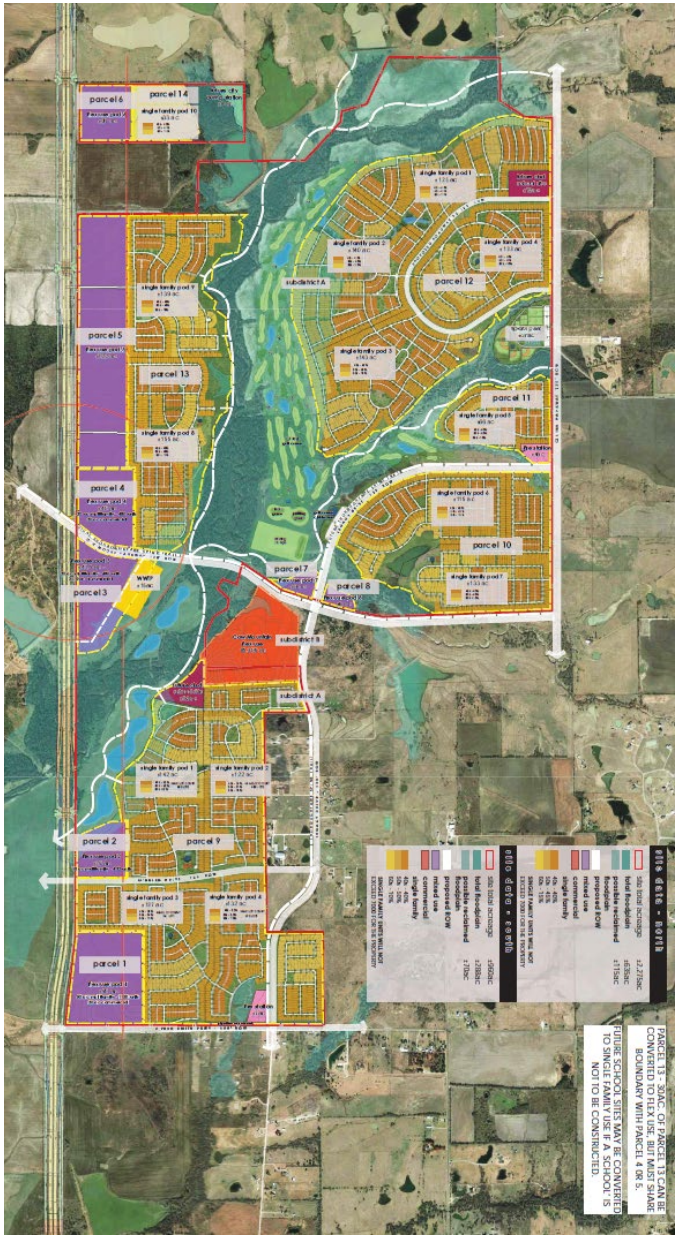
Attachment: Staff Presentation (Dynavest – Planned Development Amendment)

Project Overview

- Alley required for lots less than 50’
- Flex Tracts along DNT to develop as MF-2, MF-3, or C
  - ➢ At least 100 acres reserved for C
  - ➢ Maximum MF units at 4,100
- Architectural standards apply
- Allowance for 1 small area of the 6,000+ lots to intrude into the DNT Overlay
- The overall density is remaining the same and not changing from the original zoning

Attachment: Staff Presentation (Dynavest – Planned Development Amendment)

Concept Plan



Attachment: Staff Presentation (Dynavest – Planned Development Amendment)

Open Space Plan

Policy Considerations

- The Dallas North Tollway Overlay District applies to the property
- City standards apply (landscaping, architecture), with a few minor requests
- The development will adhere to the Neighborhood Vision Book
- Various housing types and lot mix
- Numerous sites reserved for future elementary schools, fire stations, treatment plants, parks, and other public facilities
- The proposed zoning is appropriate for the location and is in conformance with the governing DA

Attachment: Staff Presentation (Dynavest – Planned Development Amendment)

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its May 18th regular meeting
- Staff recommends approval as presented, per the governing DA

Attachment: Staff Presentation (Dynavest – Planned Development Amendment)

CITY OF CELINA, TEXAS

ORDINANCE 2021-____
DYNAVEST

AN AMENDMENT TO PLANNED DEVELOPMENT #117

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 3,150 ACRES LOCATED IN THE JONATHAN HOWARD SURVEY, ABSTRACT NO. A-442, THE JOHN DAVIS SURVEY, ABRSTRACT NO. 254, THE JAMES CUMBIA SURVEY, ABSTRACT NO. 242, THE ELIAS ALEXANDER SURVEY, ABSTRACT NO. 19, THE JOAB H. BIGSS SURVEY, ABSTRACT NO. 51, THE JEREMIAH QUEEN SURVEY, ABSTRACT NO. 733, THE J.K. WORRALL SURVEY, ABSTRACT NO. 1036, THE S.A. AND M.G. RR CO. SURVEY, ABSTRACT NO 131, THE HENRY COCHRAN SURVEY, ABSTRACT NO. 192, THE STILLMAN B. RICE SURVEY, ABSTRACT NO. 1054, THE J.F. SMILEY SURVEY, ABSTRACT NO. 869, THE J.W. HAYNES SURVEY, ABSTRACT NO. 435, THE A.H. GEE SURVEY, ABSTRACT NO. 1104, THE JEREMIAH QUEEN SURVEY, ABSTRACT NO. 1111, THE HENRY COCHRAN SURVEY, ABSTRACT NO. 191, THE J. RAGSDALE SURVEY, ABSTRACT NO. 735, AND THE GERMAN EMIGRATION CO., ABSTRACT NUMBER 365, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF J FRED SMITH PARKWAY, WEST OF CELINA PARKWAY, EAST OF DALLAS PARKWAY, AND SOUTH OF MARILEE ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND "PD" PLANNED DEVELOPMENT DISTRICT NO. 117; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in September 2020 and amended in May 2021 which outlined the annexation and zoning; and

Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan, Open Space Plan, and Development Regulations, set forth in Exhibit "C", "D", and "E," respectively, attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, this ordinance repeals Ordinance 2005-68 for Cow Mountain, the same being Planned Development #19.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to amend "PD" Planned Development District No. 117 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Open Space Plan
Exhibit E:	Development Regulations

Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 117, and incorporates the Concept Plan, Open Space Plan, and Development Regulations, attached hereto as Exhibit "C", "D", and "E," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of July, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

Exhibit A
Legal Description

LEGAL DESCRIPTION

Being that certain 94.525 tract of land situated in the Jonathan Howard Survey, A-442, and the John Davis Survey, Abstract-254, both in Collin County, Texas, being a part of that certain called 100.474 acre tract of land described in the deed to Dynavest Joint Venture recorded in Volume 2288, Page 119, Deed Records, Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at the Northeast corner of the tract being described herein at a 1/2-inch iron rod at the Northeast corner of said 100.474 acre tract, same being an angle point of a 947.705 acre tract described the deed to Jody Furlong recorded in Instrument No. 20180828001079900 of the Official Public Records of Collin County, Texas;

THENCE S00°41'47"E, with the East line of said 100.474 acre tract, same being the West line of said 947.705 acre tract, a distance of 1192.20 feet to 5/8-inch iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set)

THENCE S89°50'48"W, with the South line of 100.474 acre tract, same being the North line of said remainder of 100 acre tract of described in the deed to Marvin L. Bunch, or Linda K. Rodgers, Trustee of the Bunch Living Trust recorded in Volume 5843, Page 1120 of the Deed Records of Collin County, Texas, a distance of 3435.53 feet to a capped iron rod set in the the East right-of-way line of the Dallas North Tollway same being the East line of a tract of land described as County Road Parcel 42-9 NBSR-2 conveyed to North Texas Tollway Authority in deed of record in Document No. 20200720011269300, Official Public Records of Collin County, Texas;

THENCE N00°26'50"E, with the East right-of-way line of the Dallas North Tollway, same being the East line of the tract of land described as County Road Parcel 42-9 NBSR-2 conveyed to North Texas Tollway Authority, a distance of 1213.34 feet to a capped iron rod set, from which a found nail near the Northwest corner of the 100.474 acre tract bears, N89°47'54"W a distance of 169.56 feet;

THENCE S89°47'54"E, with the North line of the 100.474 acre tract, same being the West line of the 947.705 acre tract a distance of 3411.58 feet to the POINT OF BEGINNING and containing 94.525 acres of land.

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

94.525 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

06/29/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

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X:\2021\21-0195\Dwg\21-0195 Zoning Notes North Tract 1.dwg

Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

LEGAL DESCRIPTION

Being a 2142.401 acre tract of land situated in the John Davis Survey Abstract No. 254, the James Cumbia Survey Abstract No. 242, the Elias Alexander Survey Abstract No. 19, the Joab H. Bigss Survey Abstract No. 51, the Jeremiah Queen Survey, Abstract No. 733, the J.K. Worrall Survey Abstract No. 1036, the S.A. and M.G. RR Co. Survey, Abstract No. 876, the Phineas Newsom Survey, Abstract No. 665, the B.B.B. and C. RR Co. Survey Abstract No. 131, the Henry Cochran Survey Abstract No. 192, the Stillman B. Rice Survey Abstract No. 1054 and the J.F. Smiley Survey Abstract No. 869, being all of a called 161.910 acre tract of land described as Tract No. 2, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 125, Deed Records of Collin County, Texas, all of a called 1215.843 acre tract of land, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 110, said Deed Records, the remainder of a called 218.360 acre tract of land described as Tract No. 1, as conveyed to Dynavest Joint Ventures by deed of record in Volume 228, Page 125, said Deed Records, and the remainder of a called 579.400 acre tract of land described as Tract II, as conveyed in the deed to Dynavest Joint Ventures by deed of record in Volume 2288, Page 119, said Deed Records, and being more particularly described as follows:

BEGINNING at an iron pipe found for the southeast corner of said 161.910 acre tract, common to a salient corner in the west line of a called 66.862 acre tract of land described as Tract 1, as conveyed to Pilatus Investments, LLC, by deed of record in Instrument No. 20210325000596590, Official Public Records of Collin County, Texas, and in the northerly line of a called 174.64 acre tract of land described as Tract 5, as conveyed to Ownsby 1880 Farms, LTD, by deed of record in Volume 4332, Page 1047, Real Property Records of Collin County, Texas;

THENCE S88°58'02"W, with the southerly line of said 161.910 acre tract and the northerly line of said 174.64 acre tract, a distance of 3875.51 feet to an iron rod with a cap found for the Southwest corner of said 161.910 acre tract, common to the northwest corner of said 174.64 acre tract and in an easterly line of said 1215.843 acre tract;

THENCE S01°04'44"E, with the easterly line of said 1215.843 acre tract and the westerly line of said 174.64 acre tract, a distance of 63.89 feet to an iron rod with a cap found for the most southerly southeast corner of said 1215.843 acre tract;

THENCE N73°55'39"W, with a southerly line of said 1215.843 acre tract, passing the southwest corner of said 1215.843 acre tract, common to the southeast corner of southeast corner of said 218.360 acre tract, continuing on said course with the southerly line of said 218.360 acre tract a total distance of 1830.27 feet to an iron rod with a cap found for a salient corner in the southerly line of said 218.360 acre tract and in the northeasterly right-of-way line of F.M. Highway 455;

THENCE with the southerly line of said 218.360 acre tract and the northeasterly right-of-way line of said F.M. Highway 455, the following Three (3) courses:

1. N16°00'52"E, a distance of 40.00 feet to an iron rod with a cap found for corner;
2. N74°36'15"W, a distance of 192.09 feet to a point for corner;
3. N51°44'59"W, passing at a distance of 8.26 feet an iron rod with a cap found, continuing on said course, a total distance of 626.29 feet to 5/8-inch iron rod with a cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) at the southeast corner of a tract of land described as Parcel 1, as conveyed to State of Texas by deed of record in Instrument No. 2005-0062934, said Official Public Records;

THENCE continuing with the northeasterly right-of-way line of said F.M. Highway 455 and the northeasterly line of said Parcel 1, the following Nine (9) courses:

1. N38°19'50"E, a distance of 10.12 feet to a capped iron rod set for corner;
2. N47°51'38"W, a distance of 256.41 feet to a capped iron rod set for at the beginning of non-tangential curve the left;
3. Along said non-tangential curve to the left having a radius of 1,130.00 feet, an arc length of 538.88 feet, a delta angle of 27°19'24", a chord bearing of N69°47'57"W, and a distance of 533.79 feet to a 1/2-inch iron rod found at a 6-inch wood right-of-way monument for the point of tangency;
4. N83°27'41"W, a distance of 899.11 feet to capped iron rod set for corner;
5. S87°25'43"W, a distance of 255.47 feet to a point of non-tangency;
6. North 89°00'54" West, 83.16 feet to a capped iron rod set for at the beginning of tangential curve the right;
7. Along said tangential curve to the right having a radius of 1545.00 feet, a delta angle of 05°34'44", a chord bearing of N86°11'32"W, and a distance of 150.38 feet to a capped iron rod set for the point of tangency;
8. N83°24'10"W, a distance of 111.05 feet to a capped iron rod set for corner;
9. S06°40'13"W, a distance of 10.03 feet to a capped iron rod set for the southwest corner of said Parcel 1;

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

06/29/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

2142.401 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

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LEGAL DESCRIPTION (continued)

THENCE continuing with the northeasterly right-of-way line of said F.M. Highway 455, the following Three (3) courses:

1. N83°19'47"W, a distance of 825.41 feet to an iron rod with a cap stamped "Adams" found at the beginning of a tangential curve to the right;
2. Along said tangential curve to the right having a radius of 528.70 feet, a delta angle of 30°24'00", an arc length of 280.52 feet, a chord bearing of N68°07'47"E, and a distance of 277.24 feet to an iron rod with a cap stamped "Adams" found for the point of tangency
3. N52°56'37"W, a distance of 457.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "North Texas Tollway Authority" found at the intersection of the easterly right-of-way line of the North Texas Tollway Authority County Road Parcel 42-9 NBSR-1 conveyed by instrument of record in Document No. 20200720011126930, Official Public Records, Collin County, Texas and the northerly right-of-way line of said F.M. Highway 455;

THENCE N17°47'09" W, with the easterly right-of-way line of said North Texas Tollway Authority County Road Parcel 42-9 NBSR-1, a distance of 189.29 feet to a 5/8-inch iron rod with an aluminum cap stamped "North Texas Tollway Authority" found for corner;

THENCE N00°26'50"E, continuing with the easterly right-of-way line of said North Texas Tollway Authority County Road Parcel 42-9 NBSR-1, a distance of 6,459.92 feet to a capped iron rod set for the northeast corner of said Parcel 42-9 NBSR-1 in a northerly line of said 579.400 acre tract and in the southerly line of a called 100 acre tract of land as conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of the Bunch Living Trust, by deed of record in Volume 5843, Page 1120, said Deed Records

THENCE S89°30'00" East, with the northerly line of said 579.400 acre tract and the southerly line of said 100 acre tract, a distance of 2,476.57 feet to an iron rod with a cap found for corner;

THENCE N00°46'50"E, with a westerly line of said 579.400 acre tract and an easterly line of said 100 acre tract, a distance of 1,013.39 feet to an iron rod with a cap found for corner;

THENCE N89°53'37"E, with a northerly line of said 579.400 acre tract and a southerly line of said 100 acre tract, passing the southeast corner of said 100 acre tract, continuing on said course, a total distance of 1,884.13 feet to a 1/2-inch iron rod found for the northeast corner of said 579.400 acre tract, common to the northwest corner of said 1215.843 acre tract;

THENCE with the northerly line of said 1215.843 acre tract, the following Twelve (12) courses:

1. N89°01'13"E, a distance of 307.00 feet to a capped iron rod set;
2. N42°11'13"E, a distance of 694.59 feet to a capped iron rod set;
3. N48°56'13"E, a distance of 413.26 feet to 1/2-inch iron rod found;
4. N10°35'01"E, a distance of 275.42 feet to a capped iron rod set;
5. N74°49'01"E, a distance of 212.62 feet to a capped iron rod set;
6. N65°47'01"E, a distance of 282.00 feet to a 1/2-inch iron rod found;
7. N27°33'05" East, a distance of 1,073.55 feet to a capped iron rod set;
8. S87°13'55" East, a distance of 263.52 feet to a capped iron rod set;
9. S89°13'55" East, a distance of 127.00 feet to a capped iron rod set;
10. N89°38'05" East, a distance of 560.00 feet to a capped iron rod set;
11. N88°26'05" East, a distance of 917.00 feet to a capped iron rod set;
12. S86°02'55" East, a distance of 411.00 feet to nail found in County Road 58 for the northeast corner of said 1215.843 acre tract in the westerly line of a called 704.855 acre tract of land described as Tract 4, as conveyed to Rasor Family Ranch, LP, by deed of record recorded in Instrument No. 20071231001718360, said Official Public Records;

THENCE with the common lines of said 1215.843 acre tract and said 704.855 acre tract, the following Three (3) courses:

1. S01°39'02"E, in said County Road 58, a distance of 886.80 feet to an iron rod with a cap found for corner;
2. S56°53'31"E, continuing in said County Road 58, a distance of 657.24 feet to an iron rod with a cap found for corner;
3. S89°45'11"E, a distance of 627.65 feet to a 1/2-inch iron rod found for the eastern most northeast corner of said 1215.843 acre tract, common to the northwest corner of a called 115.412 acre tract of land described as Tract I, as conveyed to John Gough Rasor and Carl Cleveland Rasor, by deed of record in Volume 4337, Page 762, said Real Property Records;

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

06/29/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

2142.401 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

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Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

LEGAL DESCRIPTION (continued)

THENCE with the easterly line of said 1215.843 acre tract, the following Six (6) courses:

1. S01°19'43"W, a distance of 529.15 feet to a nail found in said County Road 58;
2. S00°48'42"W, continuing in said County Road 58 with the westerly lines of said 115.412 acre tract and a called 41.202 acre tract of land, as conveyed to Dallas Celina Land Partners LLC, by deed of record in Instrument No. 20080516000595410, said Official Public Records, passing at a distance of 3181.45 feet a 1/2-inch iron rod found for the southwest corner of said 41.202 acre tract, common to the northwest corner of a called 20.000 acre tract of land, as conveyed to Dani Home LLC, by deed of record in Instrument No. 20200116000071410, said Official Public Records, continuing on said course with the westerly line of said 20.000 acre tract, passing at a distance of 3614.89 feet a 1/2-inch iron rod found for the southwest corner of said 20.000 acre tract, common to the northwest corner of a called 20.707 acre tract of land, as conveyed to Shah Safi and Lailuma Safi, husband and wife, and Homayun Saif, by deed of record in Instrument No. 20100803000797400, said Official Public Records, continuing on said course with the westerly line of said 20.707 acre tract, a total distance of 3,775.00 feet to a nail set;
3. S01°03'35"W, continuing in said County Road 58, with the westerly line of said 20.707 acre tract, passing a 1/2-inch iron rod found at a distance of 282.20 feet for the southwest corner of said 20.707 acre tract, common to the northwest corner of a called 22.57 acre tract of land, as conveyed to Molly Ann Huie, by deed of record in Instrument No. 20110531000556580, said Official Public Records, continuing on said course with the westerly line of said 22.57 acre tract, continuing on course with the westerly line of said 22.57 acre tract, a total distance of 500.00 feet to a capped iron rod set on the south side of said County Road 58 for the western-most southwest corner of said 22.57 acre tract, common to the northwest corner of a called 19.274 acre tract of land, as conveyed to Ramon L. Carvajal, by deed of record in Volume 3484, Page 240, said Deed Records;
4. S00°49'35"W, with the 19.274 acre tract, a distance of 271.50 feet to a capped iron rod set;
5. S01°34'34"E, continuing with the westerly line of said 19.274 acre tract, a distance of 559.27 feet to an iron with a cap found for a salient corner in the easterly line of said 1215.843 acre tract, common to a re-entrant corner of said 19.274 acre tract;
6. N89°47'43"W, continuing with the westerly line of said 19.274 acre tract, a distance of 66.05 feet to an iron rod with a cap found for a re-entrant corner of said 1215.843 acre tract, common to a salient corner of said 19.274 acre tract;

THENCE S00°46'36"E, continuing with the westerly line of said 19.274 acre tract, at a distance of 271.42 feet passing an iron pipe found for the southwest corner of said 19.274 acre tract, common to the northwest corner of a called 155.26 acre tract of land described as Exhibit A-B, as conveyed to LMR Holdings, LTD, by deed of record in Instrument No. 20090213000158800, said Official Public Records, continuing on said course with the westerly line of said 155.26 acre tract, passing the eastern-most southeast corner of said 1215.843 acre tract, common to the northeast corner of said 161.910 are tract, continuing on said course with the easterly line of said 161.910 acre tract, a total distance of 3,152.31 feet to a 1/2-inch iron rod found for the southwest corner of said 155.26 acre tract, common to the northwest corner of said 66.862 acre tract;

THENCE S02°06'34"E, continuing with the easterly line of said 161.910 acre tract and with the westerly line of said 66.862 acre tract, a distance of 1,548.60 feet to the POINT OF BEGINNING and containing 2142.401 acres of land.

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

06/29/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

2142.401 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

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Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

LEGAL DESCRIPTION

Being all that certain 912.940 acre tract or parcel of land situated in the James Cumba Survey, Abstract No. 242, the J.W. Haynes Survey, Abstract No. 453, the Jeremiah Queen Survey, Abstract No. 733, the A.H. Gee Survey, Abstract No. 1104, the Jeremiah Queen Survey, Abstract No. 1111, the H. Cochran Survey, Abstract No. 191, the J. Ragsdale Survey, Abstract No. 735 and the German Emigration Co., Abstract No. 356, Collin County, Texas, being a part of that certain called 957.743 acre tract of land described in the deed to Dynavest joint Venture, recorded in Volume 2228, Page 1114, Deed Records, Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at the Southeast corner of the tract being described herein at a railroad spike found in the approximate centerline of County Road 9 same being the north line of that certain called 12.01 acre tract of land described in the deed to Scot H. McDonald and Jill C. McDonald, recorded in Volume 4389, Page 4489, Deed Records, Collin County, Texas, from which a 1/2-inch iron rod found 30 feet north of the intersection of the centerline of County Road 9 and the west right-of-way line of F.M. Hwy 455 bears, N88°46'55"E a distance of 2532.11 feet;

THENCE S89°45'01"W, a distance of 5375.00 feet to a point for the Southwest corner of said tract herein described;

THENCE N00°25'04"E, a distance of 32.89 feet to a point for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 684.70 feet, a central angle of 07°05'39", a radius of 5530.00 feet and a chord that bears N03°56'53"E, a distance of 684.26 feet to a point at the end of said curve;

THENCE N07°29'26"E, a distance of 911.82 feet to a point for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 725.80 feet, a central angle of 07°00'46", a radius of 5929.99 feet and a chord that bears N03°58'30"E, a distance of 725.35 feet to a point at the end of said curve;

THENCE N00°24'17"E, a distance of 7981.16 feet to a point for the Northwest corner of said tract herein described;

THENCE N48°06'14"E, a distance of 63.35 feet to a point for corner;

THENCE S52°54'18"E, a distance of 397.11 feet to a point for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 329.19 feet, a central angle of 30°29'08", a radius of 618.70 feet and a chord that bears S68°08'52"E, a distance of 325.33 feet to a point at the end of said curve;
THENCE S83°19'47"E, a distance of 777.84 feet to a point for corner;

THENCE S83°18'24"E, a distance of 1453.60 feet to a point for the beginning on a curve to the right;

THENCE with said curve to the right, an arc length of 237.45 feet, a central angle of 10°39'00", a radius of 1277.43 feet and a chord that bears S77°59'38"E, a distance of 237.10 feet to a point at the end of said curve;

Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

THENCE S72°40'08"E, a distance of 137.81 feet to a point for the most Northerly Northeast corner of said tract herein described;

THENCE S17°13'41"W, a distance of 100.82 feet to a point for corner;

THENCE S40°37'27"W, a distance of 414.21 feet to a point for corner;

THENCE S50°02'12"E, a distance of 174.16 feet to a point for corner;

THENCE S04°21'15"E, a distance of 103.17 feet to a point for corner;

THENCE S53°17'03"W, a distance of 256.14 feet to a point for corner;

THENCE S23°26'44"W, a distance of 269.21 feet to a point for corner;

THENCE S65°50'33"E, a distance of 178.82 feet to a point for corner;

THENCE S04°43'47"E, a distance of 193.80 feet to a point for corner;

THENCE S50°43'48"W, a distance of 169.49 feet to a point for corner;

THENCE S87°42'51"W, a distance of 172.47 feet to a point for corner;

THENCE S00°30'19"W, a distance of 762.96 feet to a point for corner;

THENCE N86°48'56"E, a distance of 1465.45 feet to a point for corner;

THENCE N89°21'10"E, a distance of 524.04 feet to a point for the most Easterly Northeast corner of said tract herein described, said point being in a curve to the left;

THENCE S03°11'58"W a distance of 40.85 feet to a point for corner;

THENCE with said curve to the left, an arc length of 569.36 fee, a central angle of 22°04'50", a radius of 1477.39 feet and a chord that bears S07°50'27"E, a distance of 565.84 feet to a point at the end of said curve;

THENCE S18°51'52"E, a distance of 357.17 feet to a point for corner;

THENCE S89°27'53"W, a distance of 974.48 feet to a point for corner;

THENCE S00°17'11"E, a distance of 1724.68 feet to a point for corner;

THENCE S00°56'38"E, a distance of 2951.35 feet to a point for corner;

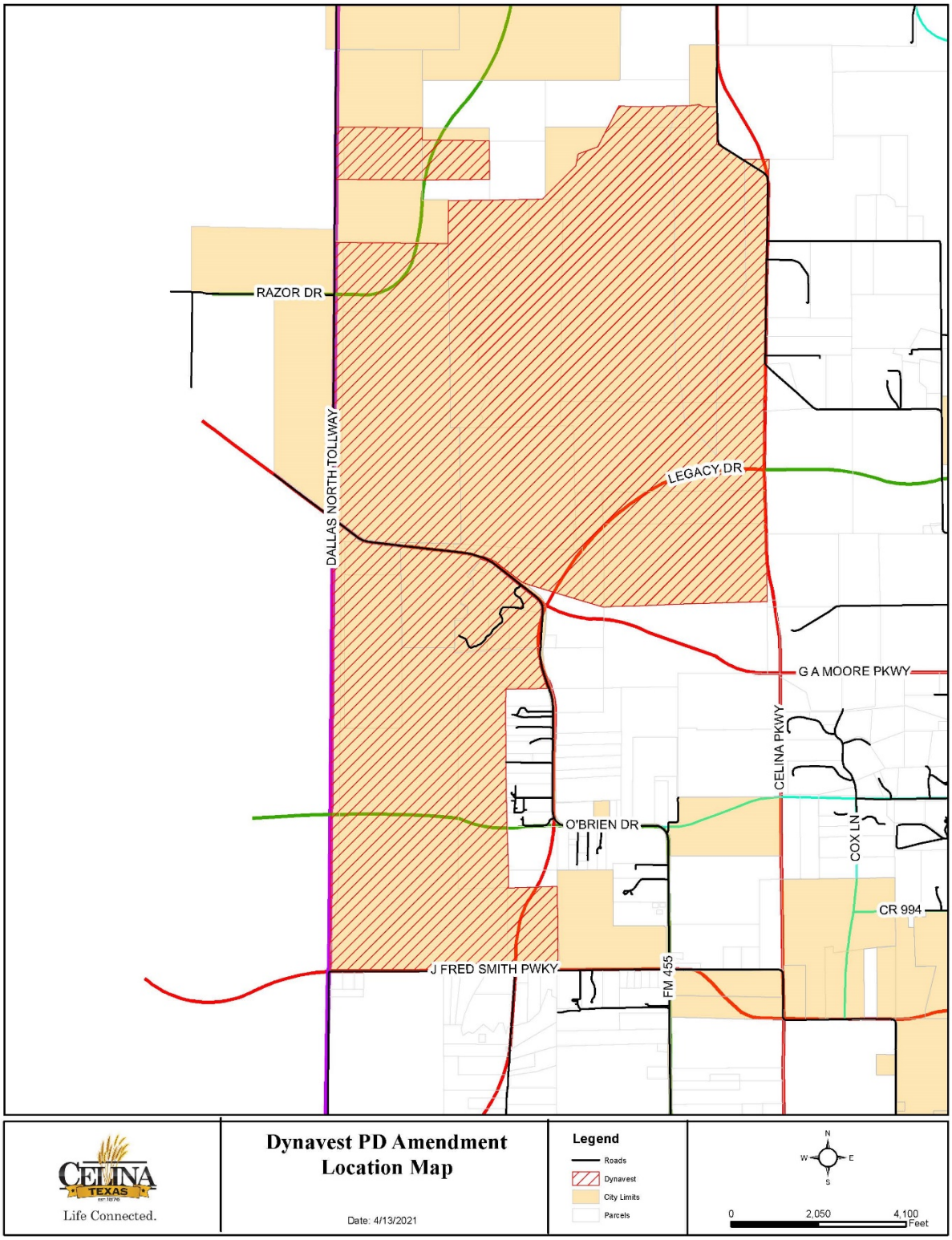
Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

THENCE N88°16'05"E, a distance of 1147.55 feet to a point for corner;

THENCE S01°29'07"E, a distance of 1961.95 feet to the POINT OF BEGINNING and containing 912.940 acres of land.

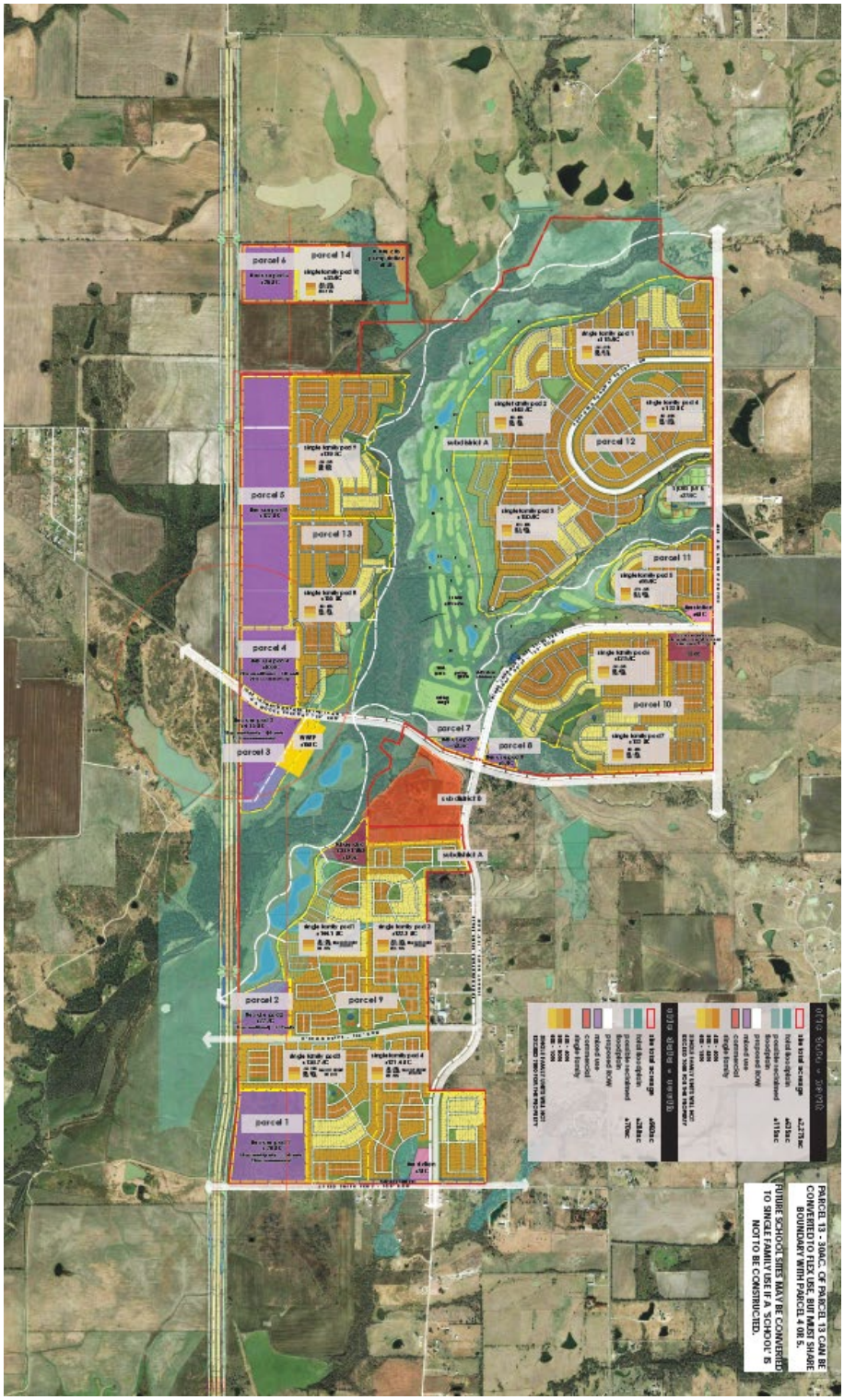
Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

Exhibit B
Depiction of Property



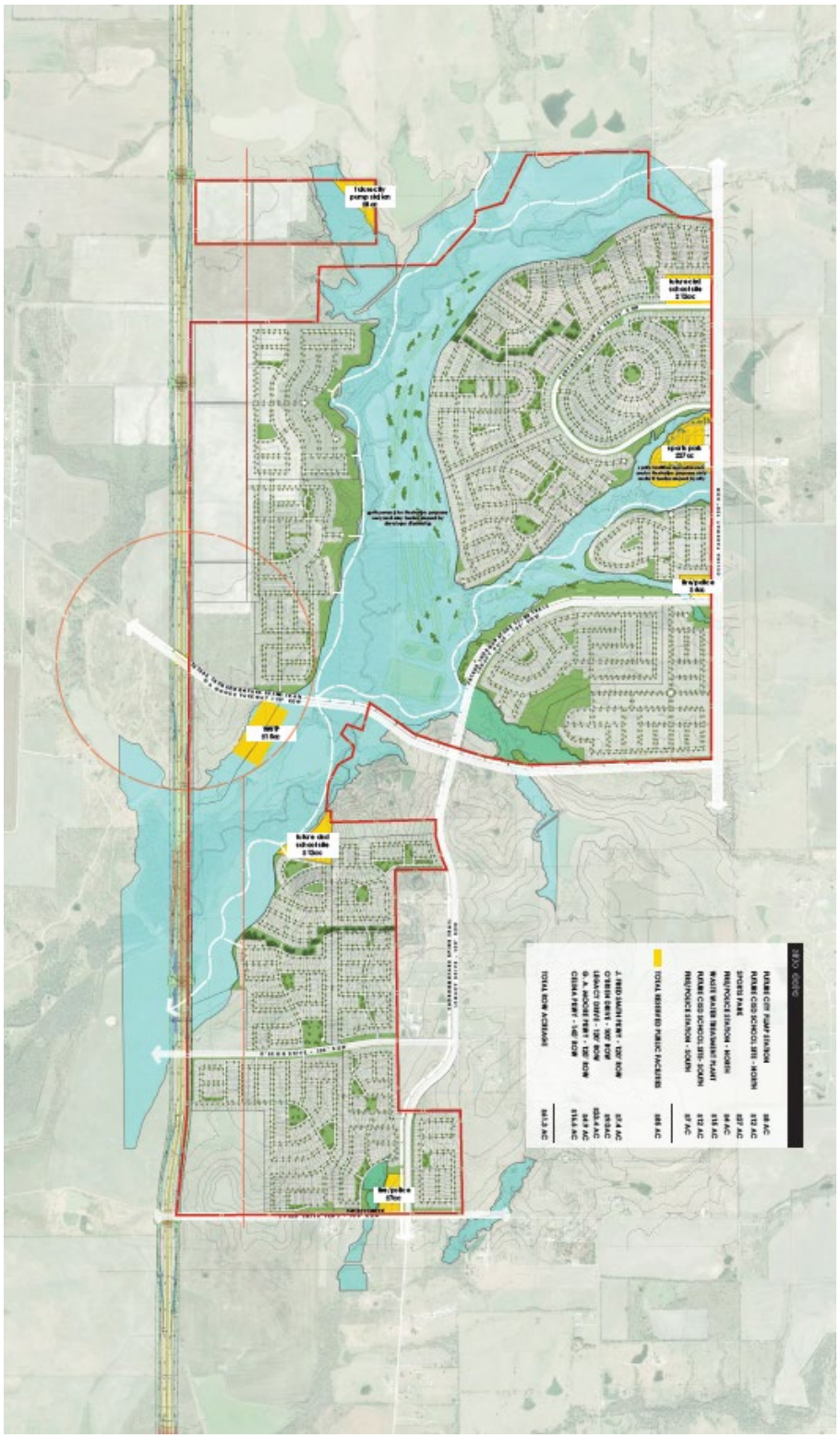
Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

Exhibit D
Open Space Plan



Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

Exhibit E
Development Regulations

Being approximately 3,268.6 acres generally located along the future expansion of Dallas North Tollway Phase 4B in Collin County, Celina, TX and as further described by metes and bounds and depicted in Exhibit 'A' attached hereto (the "Property"), this Planned Development Ordinance ("PD" or "Planned Development") provides the ability to encourage and accommodate the development of a variety of uses for the Property. These uses include commercial, retail, office, mixed-use and residential uses within the City of Celina.

It is the intent of this PD to amend Planned Development #117 and adopt the City's base zoning districts SF-R, C, Flex, MF-2, and MF-3 at set forth in the City regulations, together with the uses and development regulations as designated therein, subject to modifications in this PD. Any conflict between this PD and the Zoning Ordinance or Neighborhood Vision Book shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. Uses and development regulations which otherwise are not specifically modified in this PD shall be controlled by the Zoning Ordinance, as it may be amended from time to time.

This PD, and all attachments or exhibits, amends Planned Development #117 and supersedes any existing zoning, use and development regulations for the Property. The following development regulations shall apply to the entire Property and vary the Zoning Ordinance as set forth in this PD herein.

Concept Plan

The subject property shall generally develop per the Concept Plan attached as Exhibit 'B'. The Concept Plan displays the general location and configuration of land uses, arterials, and other area features. Minor modifications for pragmatic purposes are contemplated at time of plan review and permitting, and such modifications shall not be unreasonably withheld, subject to review and approval by the Director of Development Services. Major modifications, such as major relocations of various land uses, shall require a revision to the governing Planned Development (PD) district zoning. If the PD requires an amendment, either via text or exhibit, only the areas being amended, including Subdistricts or individual Parcels, must be noticed and included in the rezoning process.

The vision for the community includes extensive open space and amenities dispersed throughout the development, and activating the floodplain areas with concrete trails that preserve the public view of the natural beauty. Below are the required elements:

Open Space

1. Meaningful incorporation of open space in alignment with the Neighborhood Vision Book through use of pocket parks and activated open space throughout the community, per the Master Open Space Exhibit.
2. Parties will work together to create a Master Linear Park Plan to satisfy Park Dedication requirements, including determinations of private and public ownership and maintenance, along with a golf course or alternate public park improvements and amenities along the creek (if the golf course is not constructed).
3. The open space requirements for all SF-R tracts within the development for Subdistrict 'A' shall be a minimum of 10% open space within each 'Parcel', as shown on the Concept Plan attached as Exhibit B; provided, however, that other than the percentage of open space provided here, the development of the open space shall generally comply with the City's Neighborhood Vision Book.

Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

4. Open space and neighborhood green space will not be required to build parking

Amenities

The amenities set forth herein satisfy all amenity requirements for the all SF-R tracts within the development for Subdistrict 'A'. Below are the required elements for the amenities:

1. A minimum of 7 amenity centers shall be dispersed throughout the development. There shall be a minimum of 5 amenity centers, each of which shall contain the following elements: a swimming pool, restrooms, shade structures, and a playscape area. In addition, there shall be a minimum of 2 large amenity centers, each of which shall contain the following elements: indoor air-conditioned space, restrooms, a swimming pool, and a playground.

2. Neighborhood Trails
   a. Developer agrees to construct or cause the construction of a network of neighborhood concrete trails with main spine trails being twelve feet (12') in width and side trails and connections being eight feet (8') in width, in conformance with the Master Parks & Trails Plan.

Zoning

The following development regulations shall apply to all of the Property, other than the portion known as Cow Mountain, which is Parcels 1-14 as shown on the Concept Plan ("Subdistrict A") and the portion of the Property known as Cow Mountain, which is Subdistrict B as shown on the Concept Plan ("Subdistrict B") and vary the Zoning Ordinance as set forth in this PD herein. The base zoning shall be per the land use categories displayed on the Concept Plan, and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, and as may be amended, except as follows:

1. **Subdistrict A - SF-R (Parcels 9-14)**

   Areas designated as Single Family Detached Residential may contain any detached single-family unit (including patio/zero-lot-line), or single-family attached, whereas the total Development Area density shall not exceed 6 (six) units per net developable acre or maximum of 7,000 lots as illustrated on the Concept Plan.

   The below lot mix shall govern the SF-R areas of Parcel 10, Parcel 11, Parcel 12, Parcel 13, and Parcel 14 of the development:

	Lot Type A	Lot Type B	Lot Type C
Min. Width	40'	50'	60'
Lot % (Min/Max)	(0/40)	N/A	(15/0)

   Parcel 9 shall not exceed 2,011 lots; provided, however, that such lot count may increase if any site reserved for CISD schools is converted to SF-R. The below lot mix shall govern the SF-R areas of Parcel 9 of the development:

	Lot Type A	Lot Type B	Lot Type C
Min. Width	40'	50'	60'
Lot % (Min/Max)	(0/45)	N/A	(10/0)

Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

a. Any lot less than 50' in width shall be alley rear entry garage served, and any lot 50' in width or greater may be front entry garage.
b. Architectural flexibility shall be provided for roof pitches, modern color schemes (specifically white), and incorporation of stucco as an exterior building material, so long as the front façade's materials remain primarily brick/stone (except for 100% stucco homes attempting a Mediterranean style).
c. Sites reserved for CISD schools may develop as SF-R per the above lot mix if the school district fails to exercise rights within the development agreement.
d. Single family shall be allowed to encroach into the DNTO overlay as shown on the attached Concept Plan.
e. Any townhomes count against the 40's in the lot mix table.

2. **Subdistrict A - Flex Tracts (Parcels 1-8 and Parcel 13)**

The flex tracts are generally located along the Dallas North Tollway. These tracts may develop as Flex, MF-2 (Urban Edge multi-family), MF-3 (Urban Living multi-family), or C (Commercial, Office, & Retail). Parcels located within the Dallas North Tollway Overlay District shall comply with the Zoning Ordinance, except as provided herein.

a. C (Commercial, Office, Retail)

The City's base non-residential district anticipates a broad range of retail, office, and commercial land uses that are allowed within 100% of the Flex Tracts. Government facilities, medical office, hospital, general office, and childcare uses are allowed by right. A wholesale/distribution center requires an SUP. No less than 100 acres shall be reserved for commercial, office, and retail land uses along the DNT. 30 acres north of GA Moore in Parcel 13 may be converted to Flex if not used for single-family purposes.

b. MF-2 & MF-3 (Urban Edge & Urban Living)

The maximum number of multi-family units within the Flex Tracts of Subdistrict A shall not exceed 4,100 units and shall develop per the regulations of the MF-2 and MF-3 districts. The maximum density is 80 units per acre. "Dwelling, senior living, assisted living facility" and "Dwelling, senior living, advanced care" shall be allowed by Specific Use Permit in these Parcels, and such units shall not count towards the 4,100 maximum units as set forth herein. "Dwelling, senior living, independent living" shall be allowed by right in these Parcels, and such units shall count towards the 4,100 maximum units as set forth herein. The out-parcel commonly known as Cow Mountain (Subdistrict B below) shall not count toward the 4,100 units in Subdistrict A.

(i) Parcel (1) will not exceed 1,100 units
(ii) Parcel (2) will not exceed 432 units
(iii) Parcel (3) will not exceed 480 units
(iv) Parcel (4) will not exceed 480 units

c. Dallas North Tollway Overlay District (DNTO)

i. The following permitted uses are allowed by right within all Subzones, unless otherwise stated herein, of the Dallas North Tollway Overlay District:
   1. Alcohol sales, primary

Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

2. Dwelling, senior living, independent living
3. Gas pumps/ fuel sales – Suburban Subzone only

ii. The following permitted uses are allowed by Specific Use Permit within all Subzones of the Dallas North Tollway Overlay District
1. Dwelling, senior living, assisted living facility
2. Dwelling, senior living, advanced care

iii. Single family residential is a prohibited use except as identified in Pod 3 and Pod 1 of Parcel 9 on the Concept Plan

3. **Subdistrict B.**
Subdistrict B is generally located at the SW corner of the intersection of G. A. Moore Pkwy and Legacy Drive. This tract may develop as MF-2 (Urban Edge multi-family), or MF-3 (Urban Living multi-family), or C (Commercial, Office, & Retail).

4. **Overall**
Some land uses are allowed in all areas, such as churches, schools, government facilities, and critical infrastructure necessary to serve the area.

5. **Architecture; Screening**
The subject Property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a principal regional waterway and along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, landscape standards, screening standards, and neighborhood design, and as may be amended, except as set forth below.

a. **Screening**

i. Required screening between residential and non-residential or multifamily uses will be constructed by owners of non-residential or multifamily uses in accordance with City regulations and by owners of residential uses at time of vertical construction.

Attachment: Draft Ordinance (Dynavest – Planned Development Amendment)

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 13, 2021
Re: Sutton Fields NIA#5A PID- SAP-Levy

Action Requested:
Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Sutton Fields II Public Improvement District Amended and Restated Service and Assessment Plan, including the Neighborhood Improvement Area #5A assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #5A 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 Neighborhood Improvement Area #5A assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields NIA#5A PID- SAP-Levy) (Pouladi)

Background:
This item is for the Sutton Fields II NIA#5A PID Levy ordinance.
Please refer to the attachments for additional information.

Supporting Documents:
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

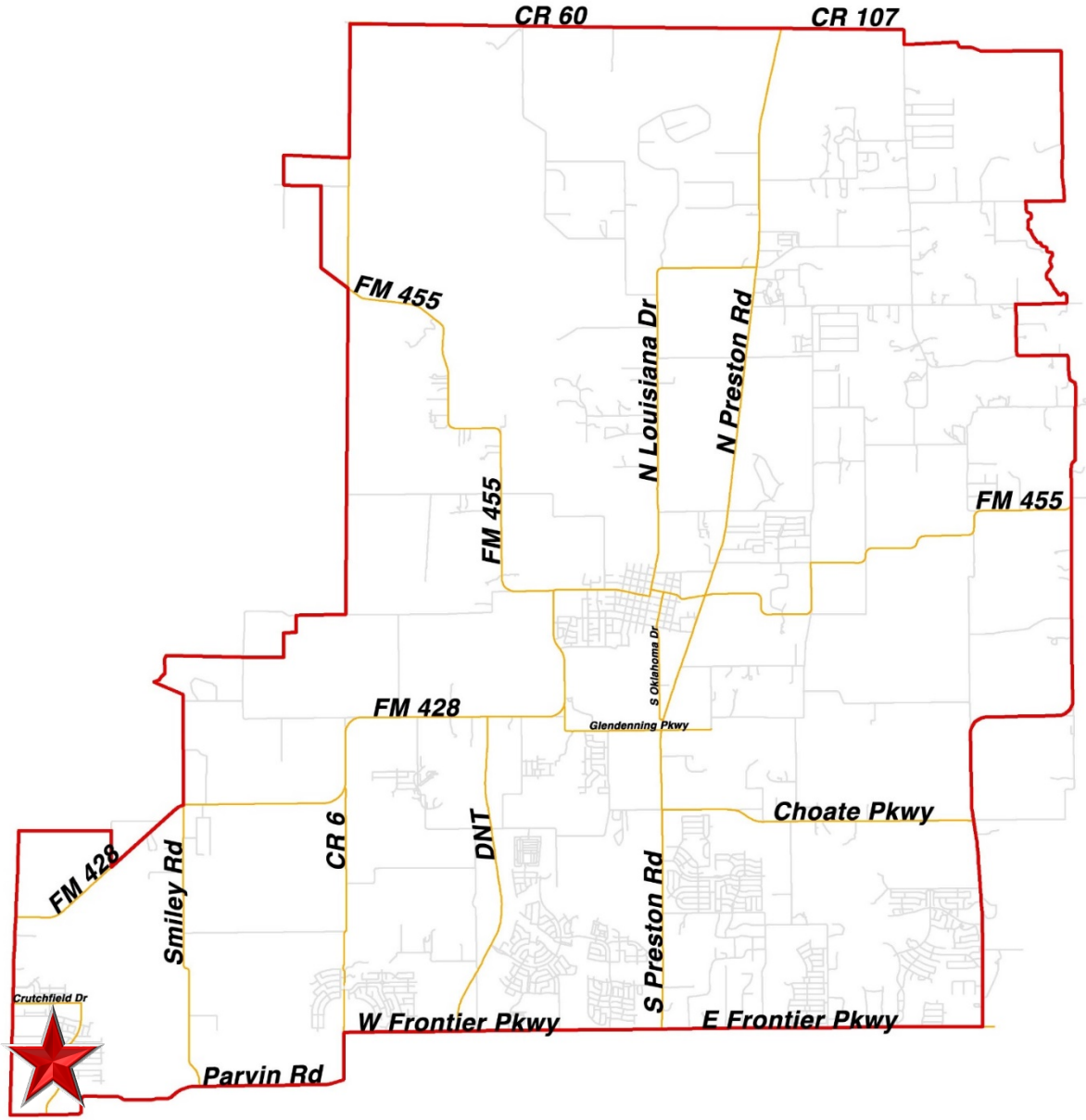
Sutton Fields NIA #5

PID Assessment Levy - Public Hearing

City Council

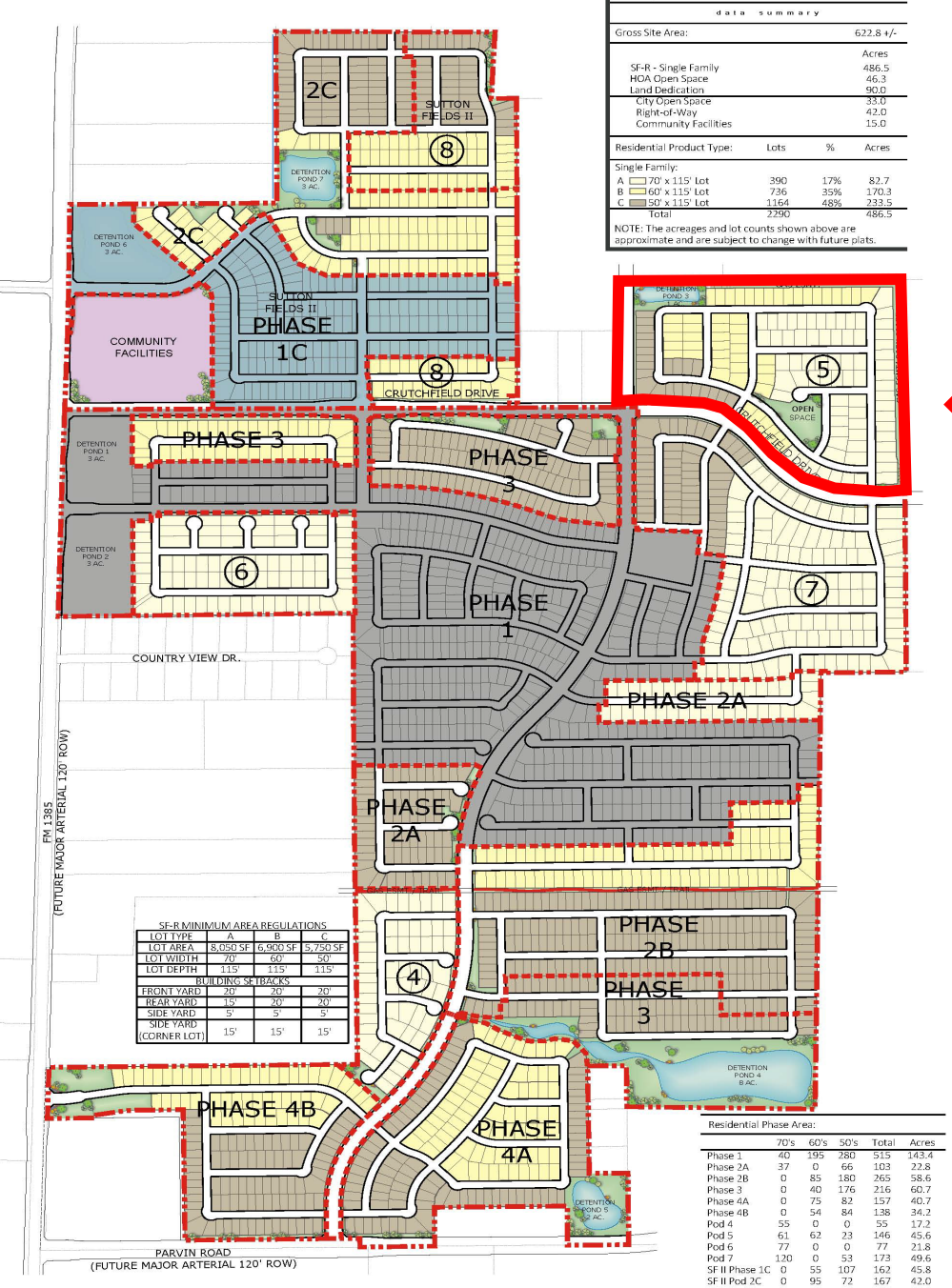
July 13, 2021

Attachment: Staff Presentation (Sutton Fields NIA#5A PID- SAP-Levy)



Attachment: Staff Presentation (Sutton Fields NIA#5A PID- SAP-Levy)

Phasing Exhibit



Concept Plan 50

data summary

	Acres
Gross Site Area:	622.8 +/-
SF-R - Single Family	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:			
A 70' x 115' Lot	390	17%	82.7
B 60' x 115' Lot	736	35%	170.3
C 50' x 115' Lot	1164	48%	233.5
Total	2290		486.5

NOTE: The acreages and lot counts shown above are approximate and are subject to change with future plats.

SF-R MINIMUM AREA REGULATIONS

LOT TYPE	A	B	C
LOT AREA	8,050 SF	6,900 SF	5,750 SF
LOT WIDTH	70'	60'	50'
LOT DEPTH	115'	115'	115'
BUILDING SETBACKS			
FRONT YARD	20'	20'	20'
REAR YARD	15'	20'	20'
SIDE YARD	5'	5'	5'
SIDE YARD (CORNER LOT)	15'	15'	15'

Residential Phase Area:

	70's	60's	50's	Total	Acres
Phase 1	40	195	280	515	143.4
Phase 2A	37	0	66	103	22.8
Phase 2B	0	85	180	265	58.6
Phase 3	0	40	176	216	60.7
Phase 4A	0	75	82	157	40.7
Phase 4B	0	54	84	138	34.2
Pod 4	55	0	0	55	17.2
Pod 5	61	62	23	146	45.6
Pod 6	77	0	0	77	21.8
Pod 7	120	0	53	173	49.6
SF II Phase 1C	0	55	107	162	45.8
SF II Pod 2C	0	95	72	167	42.0
SF II Pod 8	0	75	41	116	25.4
Total	390	736	1164	2290	607.8

NIA#5

Attachment: Staff Presentation (Sutton Fields NIA#5A PID- SAP-Levy)

PID Overview

- 359 lots
- Estimated Improvement cost: $10.5 mm
- Estimated PID assessment amount: $7.5 mm

Attachment: Staff Presentation (Sutton Fields NIA#5A PID- SAP-Levy)

PID Assessment

Assessment per Unit	
60’ Lot	$31,495
50’ Lot	$29,589

Attachment: Staff Presentation (Sutton Fields NIA#5A PID- SAP-Levy)

PID Timeline

- ~~September 8, 2015 – PID Petition Acceptance~~
- ~~October 13, 2015 – PID Creation Resolution~~
- ~~June 8, 2021 – Pre-SAP Resolution~~
- July 13, 2021 – SAP/Levy Ordinance

Attachment: Staff Presentation (Sutton Fields NIA#5A PID- SAP-Levy)

Recommendation

- Staff recommends approval as presented

Attachment: Staff Presentation (Sutton Fields NIA#5A PID- SAP-Levy)

CITY OF CELINA, TEXAS

ORDINANCE NO. 2021-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND NEIGHBORHOOD IMPROVEMENT AREA #5A ASSESSMENT ROLL FOR THE SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #5A OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #5A OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE 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 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 signatures 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 Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2015-51R (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

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, on June 8, 2021, the City Council adopted a resolution approving a preliminary amended and restated service and assessment plan update, including a proposed assessment roll for Neighborhood Improvement Area #5A of the District (the "Proposed

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

Neighborhood Improvement Area #5A Assessment Roll"); calling for a public hearing to consider an ordinance levying assessments on property within Neighborhood Improvement Area #5A of the District (the "Assessments"); authorizing and directing the City Secretary of the City to file the Proposed Neighborhood Improvement Area #5A Assessment Roll 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 Assessments against the property within Neighborhood Improvement Area #5A 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 9, 2021, the City Secretary filed the Proposed Neighborhood Improvement Area #5A 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 14, 2021 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 addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on July 13, 2021, 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 #5A Assessment Roll (as defined below), and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the estimated costs of the Authorized Improvements to be undertaken for the benefit of the property located within Neighborhood Improvement Area #5A (the "Neighborhood Improvement Area #5A Improvements"), the purposes of the Assessments, the special benefits of the Neighborhood Improvement Area #5A Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Neighborhood Improvement Area #5A 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 collectively updated for Neighborhood Improvement Area #2 and Neighborhood Improvement Area #3 on September 10, 2019, as updated for Neighborhood Improvement Area #4 on July 14, 2020 and September 8, 2020, and as updated for Neighborhood Improvement Area #5A on July 13, 2021, in a form substantially similar to the attached ***Exhibit A*** hereto (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll for Neighborhood Improvement Area #5A attached thereto as Appendix I (the "Neighborhood Improvement Area #5A Assessment Roll"); and

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Neighborhood Improvement Area #5A Improvements (as described in the Service and Assessment Plan), the Neighborhood Improvement Area #5A Assessment Roll, or the levy of the Assessments against the benefitted property within Neighborhood Improvement Area #5A of the District; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Neighborhood Improvement Area #5A of the District (the "Neighborhood Improvement Area #5A Assessed Property"), who are the persons to be assessed pursuant to this Ordinance, have indicated their approval of the Service and Assessment Plan, approval of the Neighborhood Improvement Area #5A Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within Neighborhood Improvement Area #5A of the District; 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 estimated Actual Costs of the Neighborhood Improvement Area #5A 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 of the Neighborhood Improvement Area #5A Assessed Property will receive from the construction of the Neighborhood Improvement Area #5A 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 #5A Improvements and has been reviewed and updated annually;

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

(c) The Service and Assessment Plan apportions the estimated Actual Costs of the Neighborhood Improvement Area #5A Improvements to be assessed against the Neighborhood Improvement Area #5A Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Neighborhood Improvement Area #5A Improvements;

(d) All of the real property in Neighborhood Improvement Area #5A of the District which is being assessed in the amounts shown in the Neighborhood Improvement Area #5A Assessment Roll will be benefited by the Neighborhood Improvement Area #5A Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Neighborhood Improvement Area #5A Assessed Property will receive special benefits in each year equal to or greater than each annual installment of the Assessment against such property and will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the estimated Actual Costs of Neighborhood Improvement Area #5A Improvements and the Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the estimated Actual Costs of the Neighborhood Improvement Area #5A Improvements and the Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the estimated Actual Costs of the Neighborhood Improvement Area #5A Improvements 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 Neighborhood Improvement Area #5A Assessment Roll should be approved as the assessment roll for the Neighborhood Improvement Area #5A Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Neighborhood Improvement Area #5A 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.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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 #5A Assessment Roll.

The Neighborhood Improvement Area #5A Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll for Neighborhood Improvement Area #5A of the District.

Section 5. Levy and Payment of Assessments for Estimated Costs of Neighborhood Improvement Area #5A Improvements.

(a) The City Council hereby levies an assessment on each parcel of the Neighborhood Improvement Area #5A Assessed Property (excluding Non-Benefitted Property, as described in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Neighborhood Improvement Area #5A Assessment Roll, in the respective amounts shown on the Neighborhood Improvement Area #5A Assessment Roll, as a special assessment on the properties set forth in the Neighborhood Improvement Area #5A Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act. The collection of the first Annual Installment of the Assessments hereby levied against each parcel of Neighborhood Improvement Area #5A Assessed Property shall commence upon the earlier of (i) the issuance of one or more series of bonds secured by the Assessments, or (ii) September 1, 2022. Such first annual installment of an Assessment shall be delinquent if not paid prior to February 1 of the following calendar year.

(d) Each 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 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 #5A Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

Section 6. **Method of Assessment**.

The method of apportioning the estimated Actual Costs of the Neighborhood Improvement Area #5A Improvements and the Administrative Expenses is as set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments.**

Delinquent 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 Assessments**.

As provided in Section VII of the Service and Assessment Plan, the owner of any Neighborhood Improvement Area #5A Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Neighborhood Improvement Area #5A Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Neighborhood Improvement Area #5A 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 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 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 Collector.

The Denton County Tax Assessor/Collector is hereby appointed and designated as the collector of the Assessments.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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 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 #5A 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 the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

PASSED AND ADOPTED, this the 13th day of July, 2021.

CITY OF CELINA, TEXAS

_____
Mayor Pro Tem

ATTEST:

_____
City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Mindy Koehne 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: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

June 13, 2017

As updated for NIA #3 on June 11, 2019, collectively updated for NIA #2 & NIA #3 on September 10, 2019, updated for NIA #4 on July 14, 2020 and September 8, 2020, and updated for NIA #5A on July 13, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

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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

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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 entered that certain Sutton Fields II Public Improvement District Neighborhood Improvement Area #5A Reimbursement Agreement, effective July 13, 2021 (the "NIA #5A Reimbursement Agreement"), to pay and reimburse the Developer for cost of Neighborhood Improvement Area #5A 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

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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:

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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, Appendix H, and Appendix I 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.

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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

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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, Appendix H, and Appendix I 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, Appendix H, and 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 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.

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"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, (v) the "Neighborhood Improvement Area #4 Construction, Funding and Acquisition Agreement" between the City and the Developer dated as of July 14, 2019, and (v) the "Neighborhood Improvement Area #5A Construction, Funding and Acquisition Agreement" between the City and the Developer dated as of July 13, 2021.

"**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, as applicable, 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, Neighborhood Improvement Area #4, and Neighborhood Improvement Area #5A, 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.

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"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

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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.

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"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.

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"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 Phase #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 Area #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 those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2020 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #4 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 #4 Assessed Property, or the Annual Installments thereof, 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 as of June 9, 2019 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 initially financed with the Neighborhood Improvement Area #4 Reimbursement Agreement and replaced with proceeds from 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.

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"Neighborhood Improvement Area #5A" or "NIA #5A" means the property within the PID, being developed as Phases #3A, Phase #3B, Phase #3C, Phase #3D, and Phase #3E, as depicted on the map in Appendix A consisting of approximately 96 acres within the PID.

"Neighborhood Improvement Area #5A Assessed Property" means, for any year, any and all Parcels within Neighborhood Improvement Area #5A other than Non-Benefited Property.

"Neighborhood Improvement Area #5A Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #5A included in this SAP 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 any updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"**Neighborhood Improvement Area #5A Initial Parcels**" means the portion of all Parcels located within Neighborhood Improvement Area #5A, which includes the following tax map identification numbers assigned by the Denton County Appraisal District: 122875, 52680, 52690, 52751, 52810, 52744, 52721, 52760, and 52763.

"Neighborhood Improvement Area #5A Improvements" means those Authorized Improvements that benefit the Neighborhood Improvement Area #5A, as described in Section III.G hereto, and which are to be financed with the Neighborhood Improvement Area #5A Reimbursement Agreement.

"Neighborhood Improvement Area #5A 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 #5A Improvements and the City agrees to reimburse the Developer for the Actual Costs of those Neighborhood Improvement Area #5A 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.

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"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 Neighborhood Improvement Area #4 Bonds, 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

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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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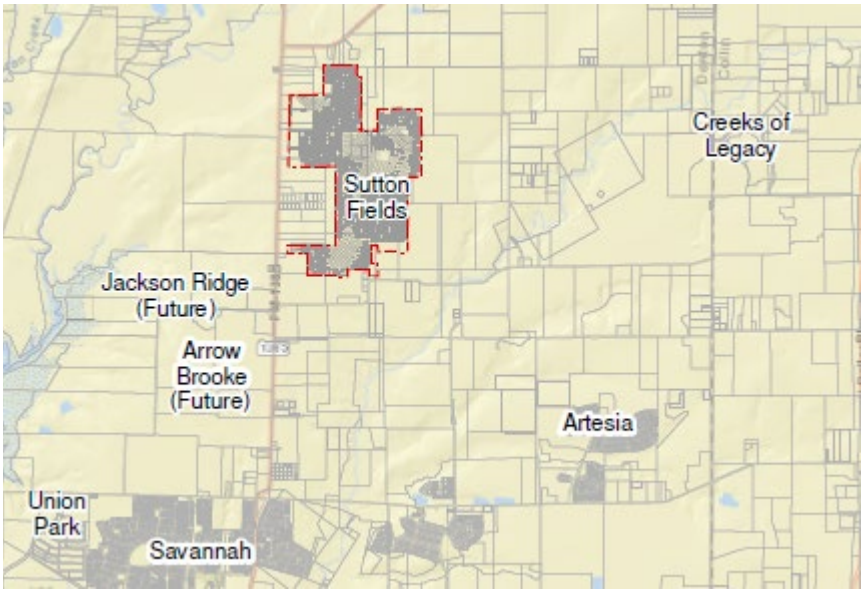
II. PROPERTY INCLUDED IN THE PID

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



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.

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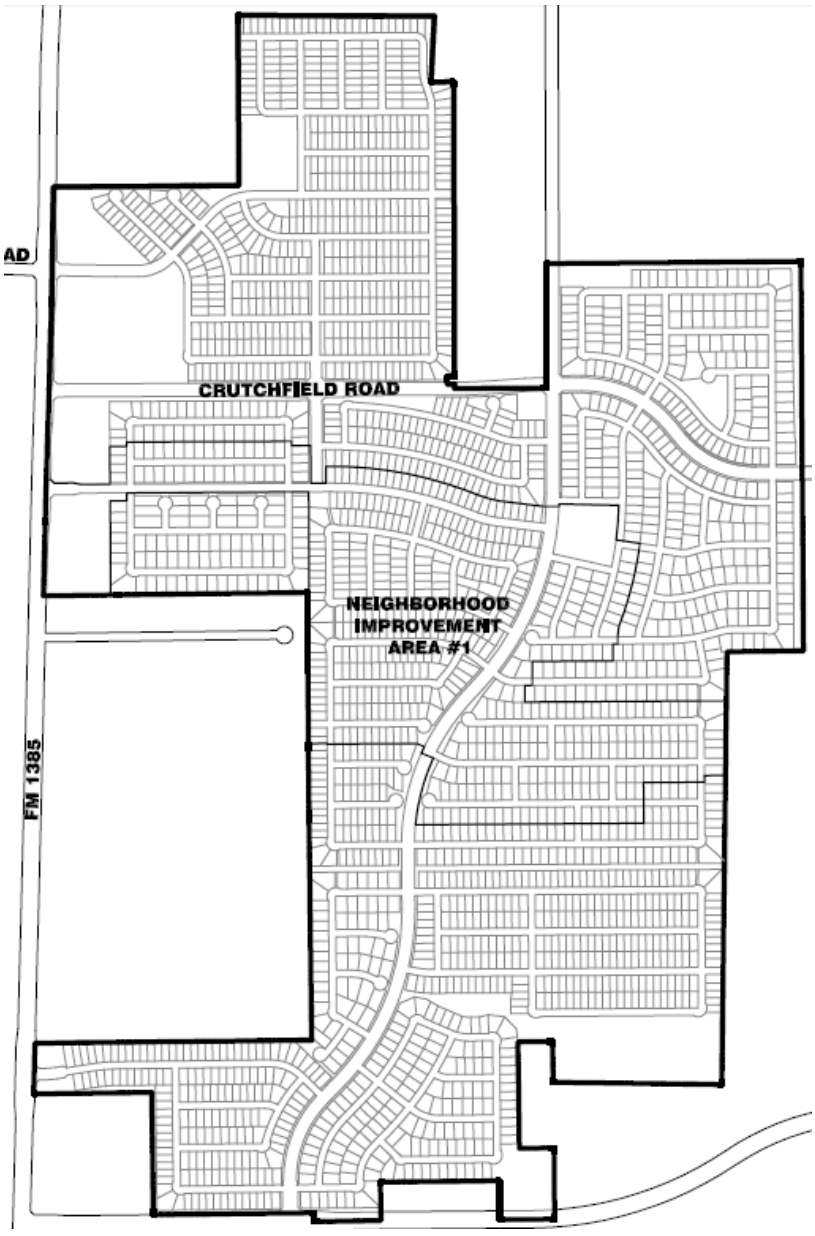
Table II-B
PID Boundary Map



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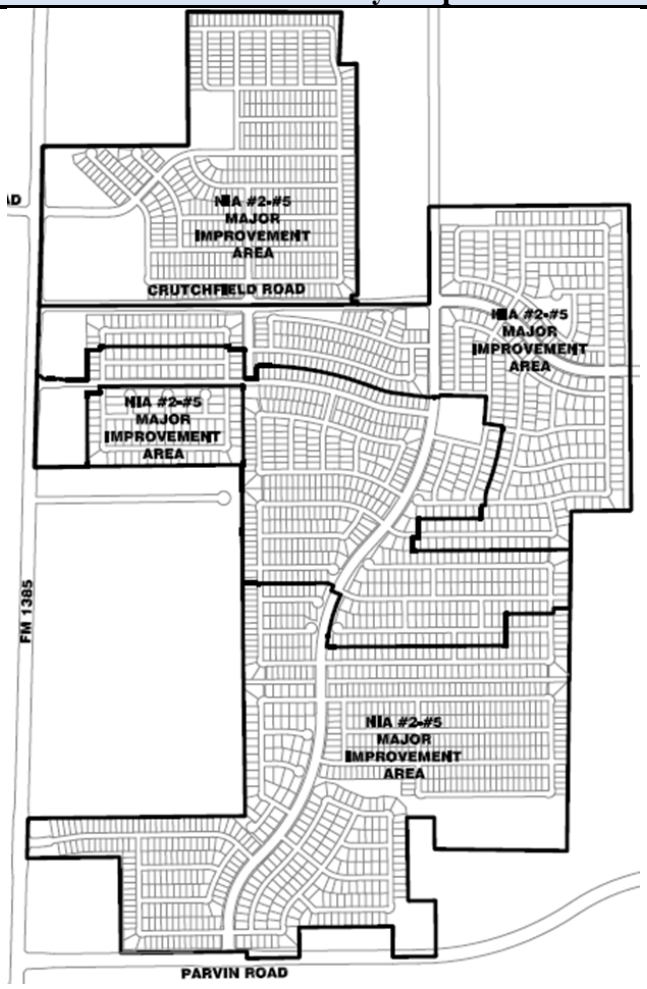
C. Property Located in Neighborhood Improvement Areas #2-5

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



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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.

Neighborhood Improvement Area #5A contains approximately 96 acres. Neighborhood Improvement Area #5A is expected to be developed into approximately 359 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

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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.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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.

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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

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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.

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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.

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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.

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Table III-A
Costs of Major Improvements and Neighborhood Area #1 Improvements

	Total Costs
Major Improvements	
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
Subtotal Major Improvements	*$17,494,746*
Neighborhood Improvement Area #1 Improvements	
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
Subtotal NIA #1 Improvements	*$9,003,440*
Total Authorized Improvements	**$26,498,186**

Note: The updated Actual Costs as reported by the Developer in the first quarter 2020 developer quarterly disclosure.

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

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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
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 Authorized Improvements	**$4,228,116**

Note: The updated Actual Costs as reported by the Developer in the first quarter 2020 developer quarterly disclosure.

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.

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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
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 Authorized Improvements	**$6,715,566**

Note: The updated Actual Costs as reported by the Developer in the first quarter 2020 developer quarterly disclosure.

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.

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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 contacted 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 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 will be 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, 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 Authorized Improvements	**$5,778,220**

Note: The amounts shown may be revised in Annual Service Plan Updates.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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, provides such application complies with the provision of the PID Act.

G. Descriptions and Costs of the Authorized Improvements that only Benefit Neighborhood Improvement Area #5A

The descriptions of the Neighborhood Improvement Area #5A Improvements are presented below and the estimated costs of the Neighborhood Improvement Area #5A Improvements are shown in Table III-E. The estimated costs shown in Table III-E 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 contacted 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 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 will be 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, 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.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

Table III-E
Estimated Costs Neighborhood Improvement Area #5A Improvements

Authorized Improvements	Total Costs
Roadway improvements	$3,325,589
Water distribution improvements	$970,144
Sewer collection improvements	$959,493
Storm sewer collection improvements	$1,107,463
Other soft and miscellaneous costs	$4,072,657
Total Authorized Improvements	**$10,435,347**

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, provides such application complies with the provision of the PID Act.

H. 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-F.

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Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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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Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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 Bonds, the Neighborhood Improvement Areas #2-5 Major Improvement Bonds issued in 2015, and the Neighborhood Improvement Areas #2-3 Bonds issued in 2019, the Neighborhood Improvement Area #4 Bonds, and Future Neighborhood Improvement Area Bonds may be issued over the upcoming decade as the subsequent neighborhood improvement areas are added (NIA #5A, 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.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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, Neighborhood Improvement Area #4 Improvements, and Neighborhood Improvement Area #5A 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 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, the Neighborhood Improvement Area #5A 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, Neighborhood Improvement Area #4 Improvements, and Neighborhood Improvement Area #5A 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.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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 Actual Costs of the Authorized Improvements that only provide a benefit to Neighborhood Improvement Area #2 are shown in Table V-A.2. The Actual 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 Actual Costs of the Authorized Improvements that only provide a benefit to Neighborhood Improvement Area #3 are shown in Table V-A.3. The Actual 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 Authorized Improvements Only Benefiting Neighborhood Improvement Area #5A

Some Authorized Improvements only provide special benefit to Parcels within Neighborhood Improvement Area #5A, and these costs are allocated 100% to Neighborhood Improvement Area #5A. The estimated costs of the Authorized Improvements that only provide a benefit to Neighborhood Improvement Area #5A are shown in Table V-A.5. The costs detailed in Table V-A.5 are subject to revision through the Annual Service Plan Updates.

G. 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 Actual Costs of the Major Improvements are shown in Table V-A.1. The Actual Costs detailed in Table V-A.1 are subject to revision through the Annual Service Plan Updates

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

H. 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 are 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. The costs related to the issuance of the Neighborhood Improvement Area #4 Bonds are allocated 100% to Neighborhood Improvement Area #4 Assessed. Any costs associated with a Future Neighborhood Improvement Area Bond will be allocated 100% to that Future Neighborhood Improvement Area.

I. 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.

J. 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 Actual 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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Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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*	*$26,498,186*		*$12,644,096*		*$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		$2,398,264	0%	$0	100%	$2,398,264
Cost of Issuance		$1,179,750	0%	$0	100%	$1,179,750
Underwriter's Discount		$437,266	0%	$0	100%	$437,266
	D	**$5,445,405**		**$0**		**$5,445,405**
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 NIA #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: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

The Actual 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)	***% Allocation***	***Share of Costs***
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 Actual 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)	***% Allocation***	***Share of Costs***
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.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

Table V-A.4
Allocation of NIA #4 Improvement Costs

	Total Costs (a)	Neighborhood Improvement Area #4	
		% 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 #4 Improvements	**$5,778,220**		**$5,778,220**

(a) See Table III-D for details.

The estimated costs of the Neighborhood Improvement Area #5A Improvements that only provide a benefit to Neighborhood Improvement Area #5A are shown in Table V-A.5 below.

Table V-A.5
Allocation of NIA #5A Improvement Costs

	Total Costs (a)	Neighborhood Improvement Area #5A	
		% Allocation	*Share of Costs*
Authorized Improvements Only Benefitting Neighborhood Improvement Area #5A			
Roadway improvements	$3,325,589	100%	$3,325,589
Water distribution improvements	$970,144	100%	$970,144
Sewer collection improvements	$959,493	100%	$959,493
Storm Sewer collection improvements	$1,107,463	100%	$1,107,463
Other soft and miscellaneous costs	$4,072,657	100%	$4,072,657
Total NIA #5A Improvements	**$10,435,347**		**$10,435,347**

(a) See Table III-E for details.

K. 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:

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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
Subtotal Special Benefit	*$16,242,238*
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 $19,299,355; and

b) The Neighborhood Improvement Areas #2-5 Assessed Property receives special benefit from the Neighborhood Improvement Areas #2-5 Improvements; and

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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 below.

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	$2,398,125
Cost of Issuance (b)	$1,179,750
Underwriter's Discount/Underwriter's Counsel	$437,266
Subtotal Special Benefit	*$19,299,355*
Assessments	
Assessments securing Neighborhood Improvement Area #2-5 Bonds	$16,825,000
Excess Benefits	**$2,474,355**

(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 Actual 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

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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 below.

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
Subtotal Special Benefit	*$4,560,762*
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 Actual 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.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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
Subtotal Special Benefit	*$7,836,604*
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 $5,778,220; 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.

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Table V-F
Neighborhood Improvement Area #4 Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #4 Improvements (a)	$5,778,220
Reserve Fund	$342,289
Capitalized Interest	$152,167
Cost of Issuance	$228,000
Administration Fund	$25,000
Underwriter's Discount/Underwriter's Counsel	$120,000
Subtotal Special Benefit	*$6,645,676*
Assessments	
Assessments securing Neighborhood Improvement Area #4 Bonds	$4,000,000
Excess Benefits	**$2,645,676**

(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.

Neighborhood Improvement Area #5A

a) The estimated costs of the Neighborhood Improvement Area #5A Improvements allocated to Neighborhood Improvement Area #5A equals $10,435,347; and

b) The Neighborhood Improvement Area #5A Assessed Property receives special benefit from the Neighborhood Improvement Area #5A Improvements; and

c) The Neighborhood Improvement Area #5A Initial Parcel consists of all property in Neighborhood Improvement Area #5A, therefore the Neighborhood Improvement Area #5A Initial Parcel (or Parcel or Parcels subsequently subdivided from it) will be allocated 100% of the Neighborhood Improvement Area #5A Assessments, which equal $7,300,000 as shown on the Neighborhood Improvement Area #5A Assessment Roll attached hereto as Appendix I. The Assessment per Unit for each Lot Type within Neighborhood Improvement Area #5A is shown in Appendix C as calculated pursuant to the Assessment allocation methodology using estimated buildout values as described in the Original SAP; and

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d) The Neighborhood Improvement Area #5A Assessed Property receives a direct and special benefit from the Neighborhood Improvement Area #5A Improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-G below.

Table V-G
Neighborhood Improvement Area #5A Special Benefit and Assessment

Special Benefit	
Neighborhood Improvement Area #5A Improvements (a)	$10,435,347
Reserve Fund	$0
Capitalized Interest	$0
Cost of Issuance	$0
Underwriter's Discount/Underwriter's Counsel	$0
Subtotal Special Benefit	*$10,435,347*
Assessments	
Assessments securing NIA #5A Reimbursement Agreement	$7,300,000
Excess Benefits	**$3,135,347**

(a) See Table V-A.5 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.

L. 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.

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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.

M. 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 #5B, etc.).

N. 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.

O. 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.

P. Additional 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 "Additional 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 the Neighborhood Improvement Area #2-3 Bonds and the Neighborhood Improvement Area #4 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.

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Q. 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.

R. 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.

S. 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.

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With respect to the Neighborhood Improvement Area #4 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 Area #4 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 Area #4 Bonds (the "Delinquency and Prepayment Reserve") shall be funded each year up to 5.5% of the par amount of the Neighborhood Improvement Area #4 Bonds. If in a given year the additional reserve is fully funded at 5.5% of the par amount of the Neighborhood Improvement Area #4 Bonds, the City shall will designate such Excess Interest Rate collected for the redemption of Neighborhood Improvement Area #4 Bonds as set forth in the applicable Indenture.

T. 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 Neighborhood Improvement Areas #2-5 Major Improvement Bonds and the Neighborhood Improvement Area #1 Improvements financed with the Neighborhood Improvement Area #1 Bonds have been constructed and accepted by the City. The Neighborhood Improvement Area #2 Improvements have been constructed and accepted by the City. The Neighborhood Improvement Area #3 Improvements have been constructed and accepted by the City. It is anticipated that it will take approximately 6 months for the Neighborhood Improvement Area #4 Improvements to be constructed. It is anticipated that it will take approximately 12 months for the Neighborhood Improvement Area #5A 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, 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 Bonds, and the Neighborhood Improvement Area #5A Reimbursement Agreement, are shown on Appendix D, Appendix E, Appendix F, Appendix G, Appendix H, and Appendix I, respectively. The projected annual installments are subject to revision and shall be updated in the Annual Service Plan Update as necessary.

The Actual 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 Actual Costs for Neighborhood Improvement Areas #2-5 Major Improvements plus costs related to the issuance of the Neighborhood Improvement Areas #2-5 Major Improvement 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 Actual 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 $12,118,963 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 plus the costs related to the issuance of the Neighborhood Improvement Area #4 Bonds is $6,645,676 as shown in Table VI-C on the following page.

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Table VI-C
Sources and Uses of Funds – NIA #4

Sources of Funds	Neighborhood Improvement Area #4
Neighborhood Improvement Area #4 Bond Amount	$4,000,000
Other funding sources (a)	$2,645,676
Total Sources	**$6,645,676**
Authorized Improvements (b)	$5,778,220
Debt Service Reserve Fund	$342,289
Capitalized Interest	$152,167
Costs of Issuance	$228,000
Administration Fund	$25,000
Underwriter's Discount	$120,000
Total Uses	**$6,645,676**

(a) The other funding sources represent projected costs of Authorized Improvements to be paid by the Developer in excess of the Neighborhood Improvement Area #4 Bond proceeds and Developer deposits at bond closing.
(b) See Table V-F for details.

The estimated costs for Neighborhood Improvement Area #5A Improvements are shown in Table VI-D below.

Table VI-D
Sources and Uses of Funds – NIA #5A

Sources of Funds	Total
Neighborhood Improvement Area #5A Reimbursement Agreement	$7,300,000
Other funding sources (a)	$3,135,347
Total Sources	**$10,435,347**
Uses of Funds	
Authorized Improvements (b)	$10,435,347
Total Uses	**$10,435,347**

(a) The other funding sources represent projected costs of Neighborhood Improvements Area #5A to be funded by the Developer in excess of the Assessments for Neighborhood Improvements Area #5A.
(b) See Table V-F for details.

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Areas #2-5 and Neighborhood Improvement Area #1 is shown by Table VI-E. The annual

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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-E
Annual Projected Costs and Annual Projected Indebtedness – NIA #2-5 and NIA #1

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	NIA #2-5 Projected Annual Installments	NIA #1 Projected Annual Installments
2019 & Prior	$35,541,732	$28,385,000	$7,156,732	$3,531,274	$2,370,798
2020	$0	$0	$0	$1,798,848	$1,097,110
2021	$0	$0	$0	$1,796,497	$1,095,984
2022	$0	$0	$0	$1,796,973	$1,094,108
2023	$0	$0	$0	$1,794,836	$1,096,483
2024	$0	$0	$0	$1,790,088	$1,097,723
2025	$0	$0	$0	$1,798,848	$1,097,826
Total	**$35,541,732**	**$28,385,000**	**$7,156,732**	**$14,307,364**	**$8,950,032**

The annual projected costs shown in Table VI-E are the annual expenditures relating to the Authorized Improvements shown in Table III-A, 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.

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Areas #2-3 is shown by Table VI-F. 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-F
Annual Projected Costs and Annual Projected Indebtedness - NIA #2-3

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	NIA #2 Projected Annual Installments	NIA #3 Projected Annual Installments
2019 & Prior	$12,118,963	$6,355,000	$5,763,963	$0	$0
2020	$0	$0	$0	$144,563	$196,967
2021	$0	$0	$0	$114,277	$245,994
2022	$0	$0	$0	$114,448	$261,694
2023	$0	$0	$0	$114,627	$261,714
2024	$0	$0	$0	$114,814	$261,749
2025	$0	$0	$0	$144,563	$261,798
Total	**$12,118,963**	**$6,355,000**	**$5,763,963**	**$747,292**	**$1,489,916**

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The annual projected costs shown in Table VI-F are the annual expenditures relating to the Authorized Improvements shown in Tables III-B and III-C, the costs associated with creating the PID and costs of issuing the PID Bonds, including reserves shown in Table V-A.2 and Table V-A.3. 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.

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #4 Bonds is shown by Table VI-G below. 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-G
Annual Projected Costs and Annual Projected Indebtedness - NIA #4

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	NIA #4 Projected Annual Installments
2021	$6,645,676	$4,000,000	$2,645,676	$0
2022	$0	$0	$0	$245,000
2023	$0	$0	$0	$245,444
2024	$0	$0	$0	$245,902
2025	$0	$0	$0	$246,374
2026	$0	$0	$0	$246,860
2027	$0	$0	$0	$247,362
Total	**$6,645,676**	**$4,000,000**	**$2,645,676**	**$1,476,941**

The annual projected costs shown in Table VI-G are the annual expenditures relating to the Authorized Improvements shown in Table III-D, the costs associated with creating the PID and costs of issuing the PID Bonds, including reserves shown in Table V-A.4. 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.

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #5A Reimbursement Agreement is shown by Table VI-H on the following page. 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.

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Table VI-H
Annual Projected Costs and Annual Projected Indebtedness - NIA #5A

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	NIA #5A Projected Annual Installments
2021	$10,435,347	$7,300,000	$3,135,347	$0
2022	$0	$0	$0	$365,690
2023	$0	$0	$0	$416,390
2024	$0	$0	$0	$419,839
2025	$0	$0	$0	$423,076
2026	$0	$0	$0	$421,101
2027	$0	$0	$0	$424,140
Total	**$10,435,347**	**$7,300,000**	**$3,135,347**	**$2,470,236**

The annual projected costs shown in Table VI-H are the annual expenditures relating to the Authorized Improvements shown in Table III-E, the costs associated with creating the PID and costs of issuing the PID Bonds, including reserves shown in Table V-A.5. 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, NEIGHBORHOOD IMPROVEMENT AREA #4, AND NEIGHBORHOOD IMPROVEMENT AREA #5A

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.

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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 Area #4 Bonds, and to cover Administrative Expenses of Neighborhood Improvement Area #4.

The Assessment and Annual Installments for each Assessed Property located within Neighborhood Improvement Area #5A are shown on the Neighborhood Improvement Area #5A 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 the debt obligations under the Neighborhood Improvement Area #5A Reimbursement Agreement, and to cover Administrative Expenses of Neighborhood Improvement Area #5A.

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 2020 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2021).

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).

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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 Area #5B, 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.

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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.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. The payments required above shall be treated the same as any Assessment that is due and owing under the 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 Collection Costs, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on 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 Collection Costs. The Principal Portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the PID Bonds is equal to the outstanding principal amount of the PID Bonds.

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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.

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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 interest rate of 4.125% for the Neighborhood Improvement Area #4 Bonds.

The Annual Installments as listed on the Assessment Rolls for Neighborhood Improvement Area #5A in Appendix I have been calculated using an interest rate of 4.53% for the Neighborhood Improvement Area #5A 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.

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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.

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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. Collection of the Annual Installment for the Neighborhood Improvement Area #4 Assessments commenced with the issuance of the Neighborhood Improvement Area #4 Bonds.

Each Annual Installment for the Neighborhood Improvement Area #5A 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 #5A Improvements, or (ii) September 1, 2022, 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 #5A Annual Installments.

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Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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.

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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, the levy of Assessments for the Neighborhood Improvement Area #4 on July 14, 2020 or the levy of Assessments for the Neighborhood Improvement Area #5A on July 13, 2021.

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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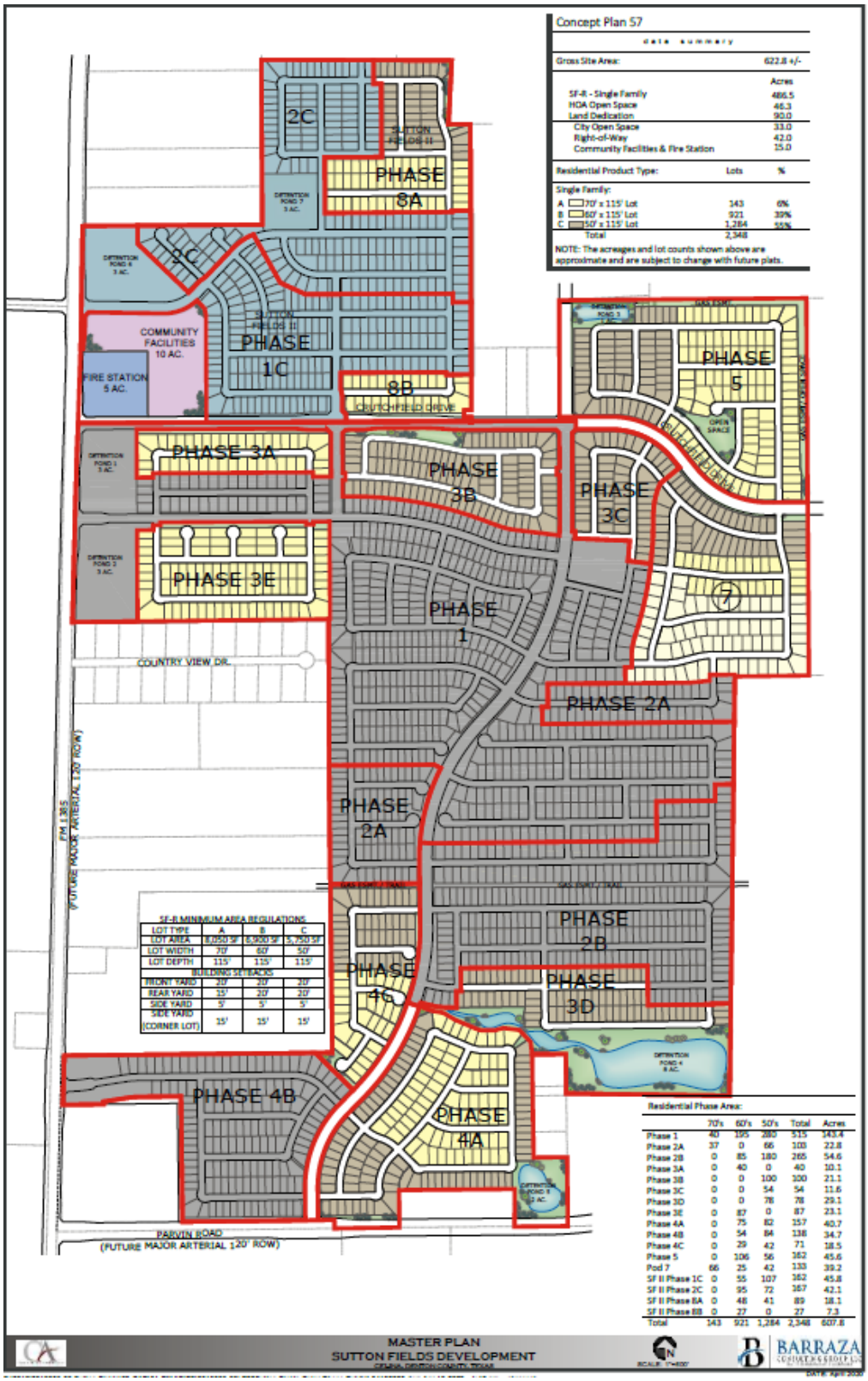
APPENDIX A
UPDATED CONCEPT PLAN

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

APPENDIX A
Updated Concept Plan



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APPENDIX B
LEGAL DESCRIPTIONS OF PARCELS

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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;

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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 ½ 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

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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

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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 "PETITTRPLS 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;

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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 ½ 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.

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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

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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°57'17", A RADIUS OF 1445.00 FEET, A CHORD THAT BEARS SOUTH 15°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°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°22'43", A RADIUS OF 1355.00 FEET, A CHORD THAT BEARS SOUTH 01°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°41'47" EAST, A DISTANCE OF 177.23 FEET;

SOUTH 89°43'30" WEST, A DISTANCE OF 90.00 FEET;

NORTH 00°41'47" WEST, A DISTANCE OF 20.00 FEET;

AND SOUTH 89°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;

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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,

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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.

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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

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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;

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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.

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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: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-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:

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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;

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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.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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;

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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.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

APPENDIX C
ASSESSMENT PER UNIT

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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.

The Assessment per Unit for NIA #5A, as calculated using the estimated buildout values described in the Original SAP are shown in Table C-5 below.

Table C-5
Assessment Per Unit – NIA #5A

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 #5A	Assessment per Unit - NIA #2-5[(a)]	Combined Assessment per Unit - NIA #5A
A	70	-	-	-	-	-	-	-
B	60	127	$41,643,300	37.52%	$2,738,947	$21,567	$9,929	$31,495
C	50	232	$69,368,000	62.48%	$4,561,053	$19,660	$9,929	$29,589
Total		**359**	**$111,011,300**		**$7,300,000**			

[(a)] Represents initial Assessment per Unit per the Original SAP.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

APPENDIX D
NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

Appendix D
Neighborhood Improvement Area #1 Assessment Roll

Parcel(s) **Various**

Assessment **$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 Installmer
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: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

APPENDIX E
NEIGHBORHOOD IMPROVEMENT AREAS #2-5 ASSESSMENT ROLL

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

Appendix E
Neighborhood Improvement Areas #2-5 Assessment Roll

Parcel(s) **Various**

Assessment **$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
9/1/2017	$0	$1,388,063	$1,388,063	$30,600	$0	$0	$84,125	$0	($1,388,063)	$11
9/1/2018	$0	$1,388,063	$1,388,063	$31,212	$0	$0	$84,125	$0	$0	$1,50
9/1/2019	$295,000	$1,388,063	$1,683,063	$31,836	$33,650	$50,475	$0	$0	$0	$1,79
9/1/2020	$320,000	$1,363,725	$1,683,725	$32,473	$33,060	$49,590	$0	$0	$0	$1,79
9/1/2021	$345,000	$1,337,325	$1,682,325	$33,122	$32,420	$48,630	$0	$0	$0	$1,79
9/1/2022	$375,000	$1,308,863	$1,683,863	$33,785	$31,730	$47,595	$0	$0	$0	$1,79
9/1/2023	$405,000	$1,277,925	$1,682,925	$34,461	$30,980	$46,470	$0	$0	$0	$1,79
9/1/2024	$435,000	$1,244,513	$1,679,513	$35,150	$30,170	$45,255	$0	$0	$0	$1,79
9/1/2025	$475,000	$1,208,625	$1,683,625	$35,853	$29,300	$43,950	$0	$0	$0	$1,79
9/1/2026	$510,000	$1,169,438	$1,679,438	$36,570	$28,350	$42,525	$0	$0	$0	$1,78
9/1/2027	$555,000	$1,127,363	$1,682,363	$37,301	$2,715	$65,610	$0	$0	$0	$1,78
9/1/2028	$600,000	$1,081,575	$1,681,575	$38,047	$0	$65,550	$0	$0	$0	$1,78
9/1/2029	$650,000	$1,032,075	$1,682,075	$38,808	$0	$62,550	$0	$0	$0	$1,78
9/1/2030	$705,000	$978,450	$1,683,450	$39,584	$0	$59,300	$0	$0	$0	$1,78
9/1/2031	$760,000	$920,288	$1,680,288	$40,376	$0	$45,500	$0	$0	$0	$1,76
9/1/2032	$825,000	$857,588	$1,682,588	$41,184	$0	$0	$0	$0	$0	$1,72
9/1/2033	$890,000	$789,525	$1,679,525	$42,007	$0	$0	$0	$0	$0	$1,72
9/1/2034	$965,000	$716,100	$1,681,100	$42,847	$0	$0	$0	$0	$0	$1,72
9/1/2035	$1,045,000	$636,488	$1,681,488	$43,704	$0	$0	$0	$0	$0	$1,72
9/1/2036	$1,130,000	$550,275	$1,680,275	$44,578	$0	$0	$0	$0	$0	$1,72
9/1/2037	$1,225,000	$457,050	$1,682,050	$45,470	$0	$0	$0	$0	$0	$1,72
9/1/2038	$1,325,000	$355,988	$1,680,988	$46,379	$0	$0	$0	$0	$0	$1,72
9/1/2039	$1,435,000	$246,675	$1,681,675	$47,307	$0	$0	$0	$0	$0	$1,72
9/1/2040	$1,555,000	$128,288	$1,683,288	$48,253	$0	$0	$0	($1,683,863)	$0	$4
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**

(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: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

APPENDIX F
NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

Appendix F
Neighborhood Improvement Area #2 Assessment Roll

Parcel(s)	**134236**
Assessment	**$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: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

APPENDIX G
NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

Appendix G
Neighborhood Improvement Area #3 Assessment Roll

Parcel(s)	**52810, 52744, 52760, 52721**
Assessment	**$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**

(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.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

APPENDIX H
NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

Appendix H
Neighborhood Improvement Area #4 Assessment Roll

Parcel(s)	**751232, 751234, 134236**
Assessment	**$4,000,000**

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Delinquency and Prepayment Reserve	Capitalized Interest	Annual Installment (d)
9/1/2021	$0	$152,167	$152,167	$0	$0	($152,167)	$0
9/1/2022	$5,000	$185,000	$190,000	$35,000	$20,000	$0	$245,000
9/1/2023	$5,000	$184,769	$189,769	$35,700	$19,975	$0	$245,444
9/1/2024	$5,000	$184,538	$189,538	$36,414	$19,950	$0	$245,902
9/1/2025	$5,000	$184,306	$189,306	$37,142	$19,925	$0	$246,374
9/1/2026	$5,000	$184,075	$189,075	$37,885	$19,900	$0	$246,860
9/1/2027	$5,000	$183,844	$188,844	$38,643	$19,875	$0	$247,362
9/1/2028	$5,000	$183,613	$188,613	$39,416	$19,850	$0	$247,878
9/1/2029	$5,000	$183,381	$188,381	$40,204	$19,825	$0	$248,410
9/1/2030	$5,000	$183,150	$188,150	$41,008	$19,800	$0	$248,958
9/1/2031	$5,000	$182,919	$187,919	$41,828	$19,775	$0	$249,522
9/1/2032	$5,000	$182,688	$187,688	$42,665	$19,750	$0	$250,102
9/1/2033	$5,000	$182,456	$187,456	$43,518	$19,725	$0	$250,699
9/1/2034	$5,000	$182,225	$187,225	$44,388	$19,700	$0	$251,313
9/1/2035	$5,000	$181,994	$186,994	$45,276	$19,675	$0	$251,945
9/1/2036	$5,000	$181,763	$186,763	$46,182	$19,650	$0	$252,594
9/1/2037	$5,000	$181,531	$186,531	$47,105	$19,625	$0	$253,262
9/1/2038	$5,000	$181,300	$186,300	$48,047	$19,600	$0	$253,947
9/1/2039	$5,000	$181,069	$186,069	$49,008	$19,575	$0	$254,652
9/1/2040	$5,000	$180,838	$185,838	$49,989	$19,550	$0	$255,376
9/1/2041	$320,000	$180,606	$500,606	$50,988	$19,525	$0	$571,120
9/1/2042	$335,000	$165,806	$500,806	$52,008	$17,925	$0	$570,739
9/1/2043	$350,000	$150,313	$500,313	$53,048	$16,250	$0	$569,611
9/1/2044	$365,000	$134,125	$499,125	$54,109	$14,500	$0	$567,734
9/1/2045	$380,000	$117,244	$497,244	$55,191	$12,675	$0	$565,110
9/1/2046	$395,000	$99,669	$494,669	$56,295	$10,775	$0	$561,739
9/1/2047	$410,000	$81,400	$491,400	$57,421	$8,800	$0	$557,621
9/1/2048	$430,000	$62,438	$492,438	$58,570	$6,750	$0	$557,757
9/1/2049	$450,000	$42,550	$492,550	$59,741	$4,600	$0	$556,891
9/1/2050	$470,000	$21,738	$491,738	$60,936	$2,350	$0	$555,023
Total	**$4,000,000**	**$4,683,511**	**$8,683,511**	**$1,357,728**	**$489,875**	**($152,167)**	**$10,378,947**

(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%.
(c) Preliminary estimate, will be updated in Annual Service Plan Updates.
(d) Does not include capitalized interest.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

APPENDIX I
NEIGHBORHOOD IMPROVEMENT AREA #5A ASSESSMENT ROLL

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

Appendix I
Neighborhood Improvement Area #5A Assessment Roll

Parcel(s)	**122875, 52680, 52690, 52751, 52810, 52744, 52721, 52760, 52763**
Assessment	**$7,300,000**

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Delinquency and Prepayment Reserve	Annual Installment (d)
9/1/2022	$0	$330,690	$330,690	$35,000	$0	$365,690
9/1/2023	$50,000	$330,690	$380,690	$35,700	$0	$416,390
9/1/2024	$55,000	$328,425	$383,425	$36,414	$0	$419,839
9/1/2025	$60,000	$325,934	$385,934	$37,142	$0	$423,076
9/1/2026	$60,000	$323,216	$383,216	$37,885	$0	$421,101
9/1/2027	$65,000	$320,498	$385,498	$38,643	$0	$424,140
9/1/2028	$65,000	$317,553	$382,553	$39,416	$0	$421,969
9/1/2029	$70,000	$314,609	$384,609	$40,204	$0	$424,812
9/1/2030	$75,000	$311,438	$386,438	$41,008	$0	$427,446
9/1/2031	$75,000	$308,040	$383,040	$41,828	$0	$424,868
9/1/2032	$80,000	$304,643	$384,643	$42,665	$0	$427,307
9/1/2033	$85,000	$301,019	$386,019	$43,518	$0	$429,537
9/1/2034	$90,000	$297,168	$387,168	$44,388	$0	$431,556
9/1/2035	$95,000	$293,091	$388,091	$45,276	$0	$433,367
9/1/2036	$100,000	$288,788	$388,788	$46,182	$0	$434,969
9/1/2037	$105,000	$284,258	$389,258	$47,105	$0	$436,363
9/1/2038	$110,000	$279,501	$389,501	$48,047	$0	$437,548
9/1/2039	$115,000	$274,518	$389,518	$49,008	$0	$438,526
9/1/2040	$120,000	$269,309	$389,309	$49,989	$0	$439,297
9/1/2041	$125,000	$263,873	$388,873	$50,988	$0	$439,861
9/1/2042	$455,000	$258,210	$713,210	$52,008	$0	$765,218
9/1/2043	$475,000	$237,599	$712,599	$53,048	$0	$765,647
9/1/2044	$500,000	$216,081	$716,081	$54,109	$0	$770,190
9/1/2045	$525,000	$193,431	$718,431	$55,191	$0	$773,622
9/1/2046	$550,000	$169,649	$719,649	$56,295	$0	$775,944
9/1/2047	$580,000	$144,734	$724,734	$57,421	$0	$782,155
9/1/2048	$605,000	$118,460	$723,460	$58,570	$0	$782,029
9/1/2049	$640,000	$91,053	$731,053	$59,741	$0	$790,794
9/1/2050	$670,000	$62,061	$732,061	$60,936	$0	$792,997
9/1/2051	$700,000	$31,710	$731,710	$62,155	$0	$793,865
Total	**$7,300,000**	**$7,590,242**	**$14,890,242**	**$1,419,883**	**$0**	**$16,310,124**

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31st.
(b) Interest rate is 4.53%.
(c) Preliminary estimate, will be updated in Annual Service Plan Updates.
(d) Does not include capitalized interest.

Attachment: Draft Ordinance (Sutton Fields NIA#5A PID- SAP-Levy)

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:	Andy Glasgow, Director of Engineering
Date:	July 13, 2021
Re:	2021 Thoroughfare Amendments

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

Background Information:
City staff has reviewed the existing Thoroughfare Plan and has determined that modification is necessary to provide a safe and efficient transportation system. Multiple changes are recommended and have been incorporated into the comprehensive plan, but Staff proposes the following major modifications:

1. GA Moore from Preston to McIlroy Drive
2. GA Moore from Custer Road to Peterman Parkway
3. Remove Razor Drive and introduce Stelzer Drive in accordance with Dynavest development agreement
4. Removes Merritt Way from the thoroughfare plan in accordance with Mosiac development agreement
5. Realignment of Custer Road to create a continuous north/south arterial street.
6. Realignment of Carl Darnall Parkway between McIlroy Drive to Preston Road.

Board Review/Citizen Input:
N/A

Alternatives:
Council could chose to not approve the proposed amendments.

Financial Considerations:
None

Legal Review:
City legal counsel has approved the attached ordinance

Supporting Documents:
Thoroughfare Amendment Exhibits
Proposed Ordinance

Staff Recommendation:
Authorize the Change Order

CITY OF CELINA, TEXAS

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE MASTER THOROUGHFARE PLAN AND MAP OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Celina is a Home Rule municipal corporation operating under a municipal charter adopted as authorized by Article XI, Section 5 of the Texas Constitution; and,

WHEREAS, in _____, the City of Celina adopted a Comprehensive Plan for promoting the long range sound development of the City and promoting public health, safety and welfare; and,

WHEREAS, the Comprehensive Plan includes the Major Thoroughfare Plan (MTP) and map; and,

WHEREAS, the City staff and the City's professional consultants have conducted an analysis of existing and proposed land uses; existing collector streets, arterial streets and highways; Texas Department of Transportation plans for highway improvements and the needs for north-south and east-west routes and connectivity within the City; and,

WHEREAS, as a result of such analysis the City staff proposes amendments to the MTP and map as set forth in Exhibit "A" to this Ordinance, necessary to achieve connectivity to existing and proposed roadways and access to all parcels that will aid in orderly development; and,

WHEREAS, proper notice of public hearing upon this Ordinance has been posted in accordance with applicable law and the City Council has conducted the necessary public hearing thereon;

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

Section 1. The recitals set forth above are deemed to be the findings and determinations made by the City Council and are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. The Major Thoroughfare Plan and map component of the Comprehensive Plan is hereby amended as set forth in **Exhibit "A"** to this Ordinance, as if fully set forth herein.

Attachment: 2021 0616 Ordinance-MTP (2021 Thoroughfare Plan Amendment)

Section 3. The terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

Section 4.: This Ordinance shall be effective from and after the date of its adoption.

PASSED AND APPROVED on this the_____day of July, 2021.

CITY OF CELINA, TEXAS

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

Approved as to Form:

_____
Lance Vanzant, City Attorney

Attachment: 2021 0616 Ordinance-MTP (2021 Thoroughfare Plan Amendment)

EXHIBIT "A"

Insert Map

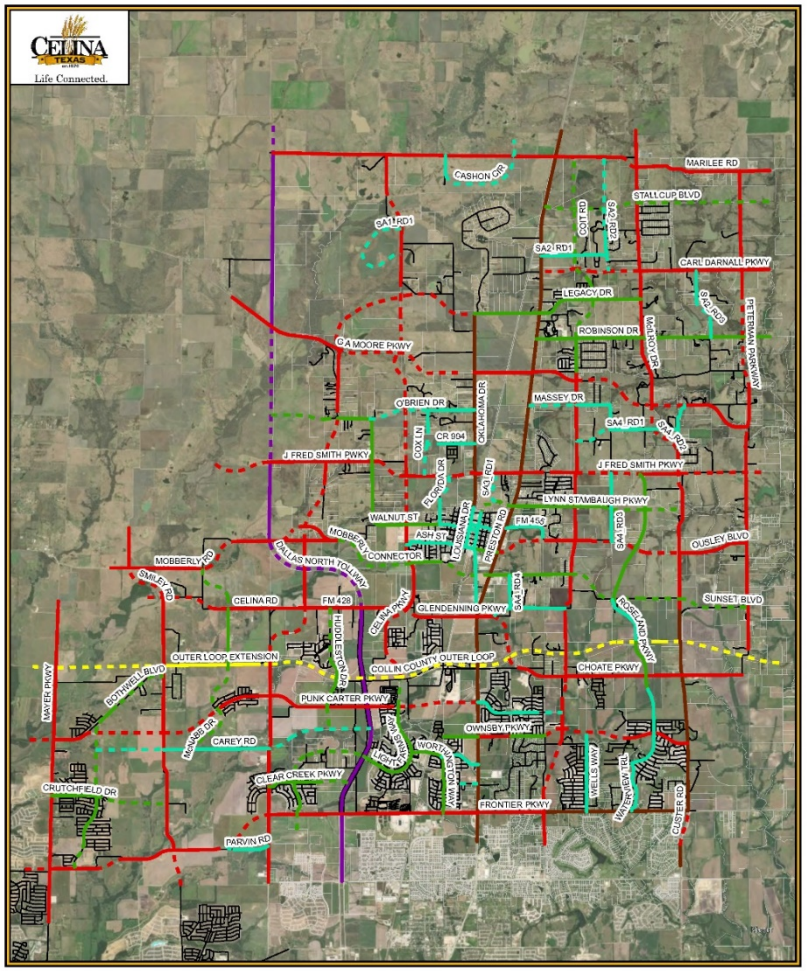
Attachment: 2021 0616 Ordinance-MTP (2021 Thoroughfare Plan Amendment)

2021 Thoroughfare Amendments

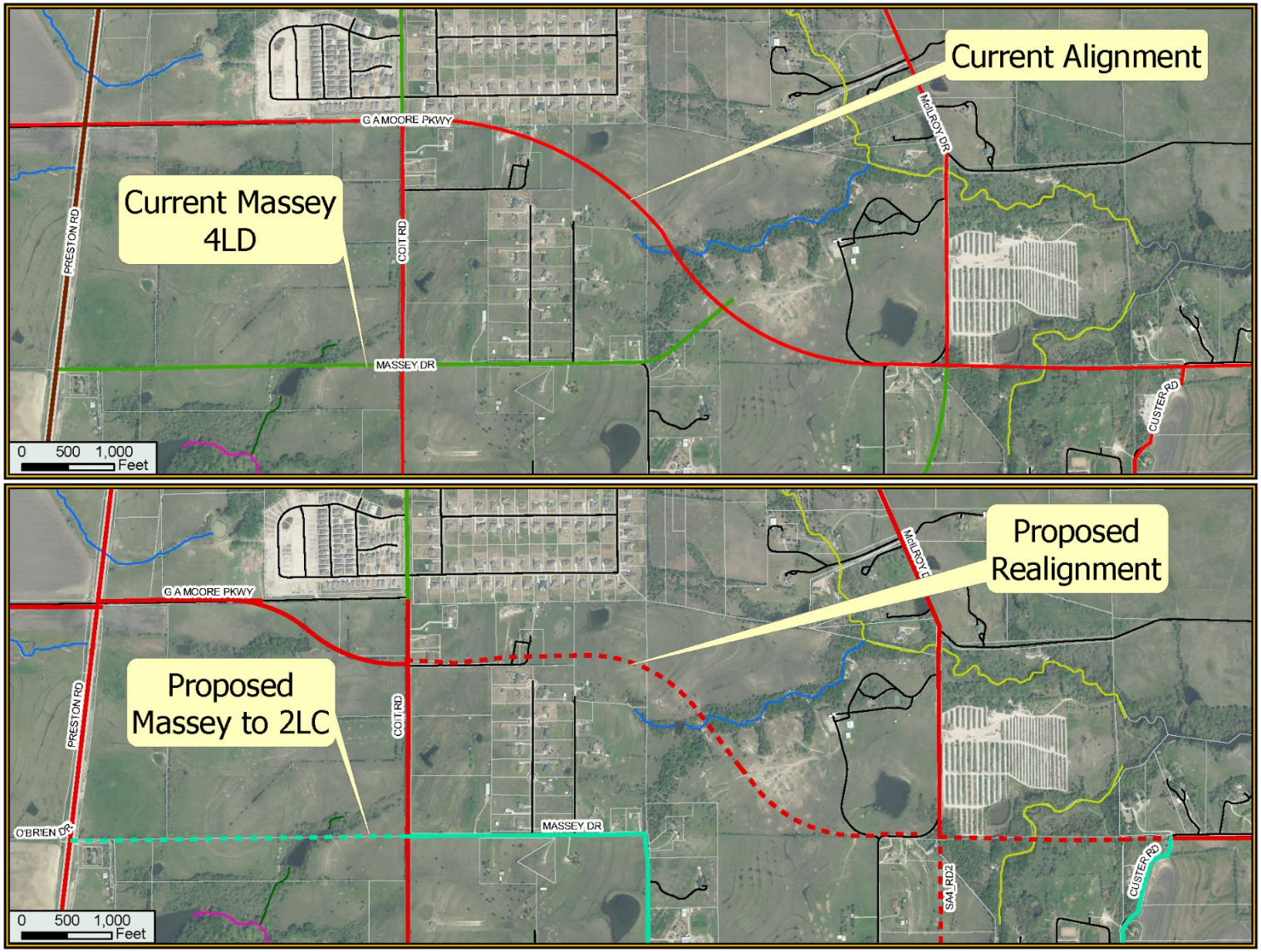
City Council

July 13, 2021

Attachment: 2021- Thoroughfare Amned 07.07.21 (2021 Thoroughfare Plan Amendment)



Attachment: 2021- Thoroughfare Amned 07.07.21 (2021 Thoroughfare Plan Amendment)



CELINA TEXAS est. 1876
Life Connected.

GA Moore Pkwy

Preston to McIlroy Dr

Legend

- Roads
- Parcels

Thoroughfare Plan

- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW

FEMA Streams

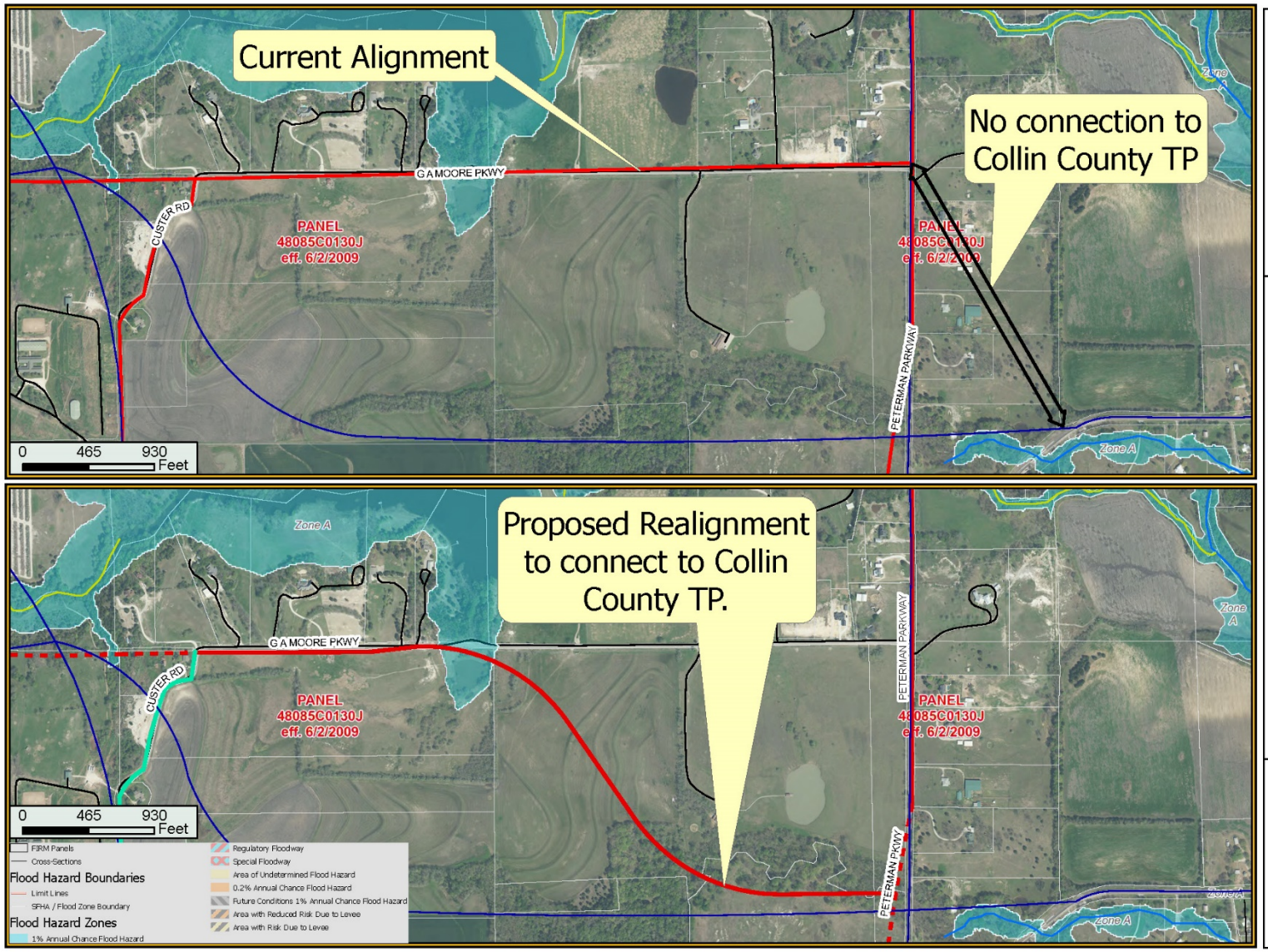
- ARTIFICIAL PATH
- CREEK
- INTERMITTENT RIVER / STREAM
- PERENNIAL RIVER / STREAM
- PROFILE BASELINE
- STREAM / RIVER

N W E S

7/6/2021

CELINA TEXAS est. 1876
Life Connected.

Attachment: 2021- Thoroughfare Amned 07.07.21 (2021 Thoroughfare Plan Amendment)



CELINA TEXAS est 1876
Life Connected.

GA Moore Pkwy

Custer to E. City Limits

Legend

- Roads
- Parcels
- Collin County Thoroughfare Plan

Thoroughfare Plan

- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW

FEMA Streams

- ARTIFICIAL PATH
- CREEK
- INTERMITTENT RIVER / STREAM
- PERENNIAL RIVER / STREAM
- PROFILE BASELINE
- STREAM / RIVER

N W E S

7/6/2021

CELINA TEXAS est 1876
Life Connected.

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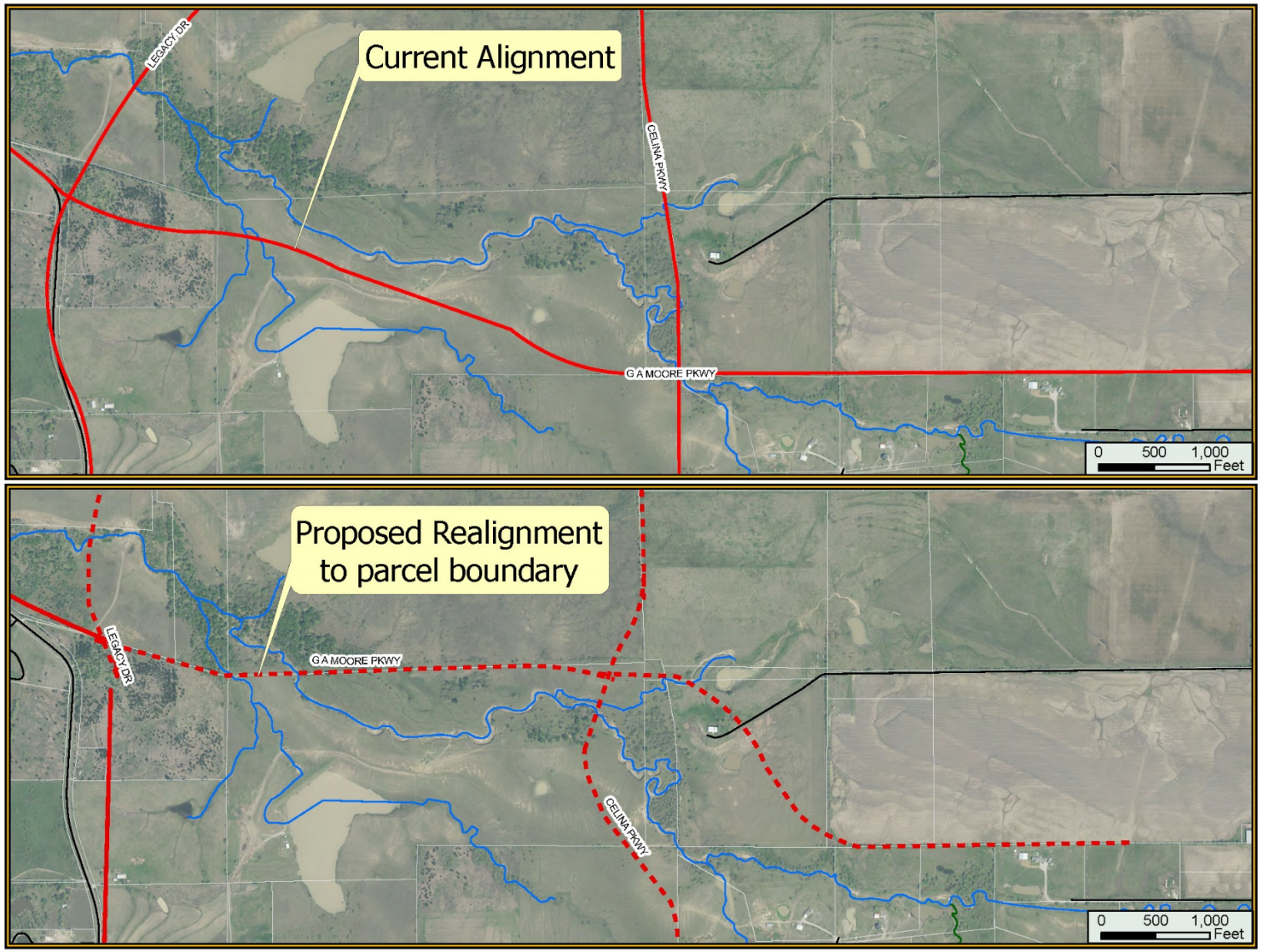

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GA Moore Pkwy

Legacy to Louisiana

Legend

- Roads
- Parcels

Thoroughfare Plan

- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW

FEMA Streams

- ARTIFICIAL PATH
- CREEK
- INTERMITTENT RIVER / STREAM
- PERENNIAL RIVER / STREAM
- PROFILE BASELINE
- STREAM / RIVER

N W E S

7/6/2021

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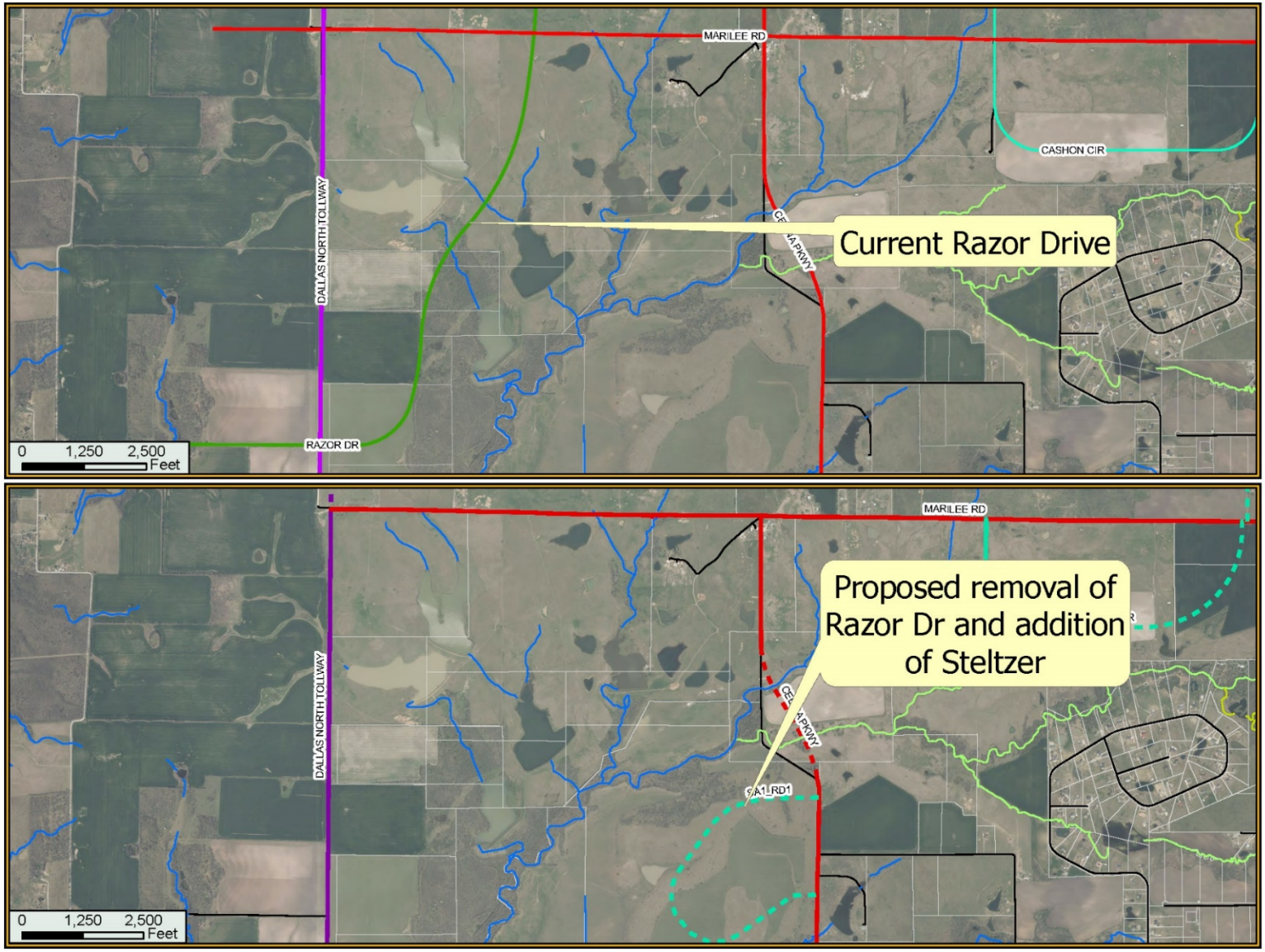

CELINA TEXAS est. 1876
Life Connected.

NW Corner

Legend

Roads
Parcels

Thoroughfare Plan
- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
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N W E S

7/7/2021

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Life Connected.

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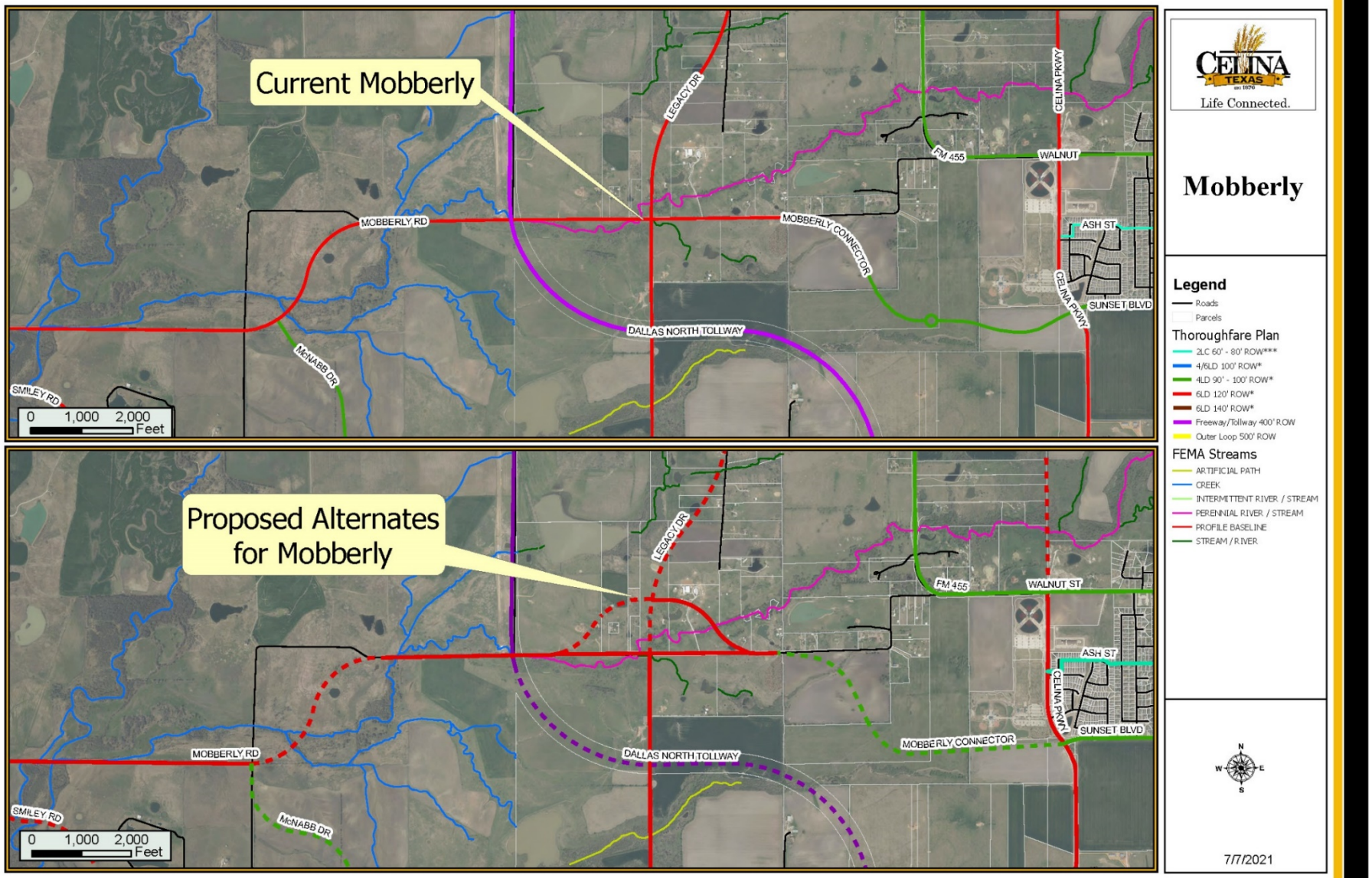

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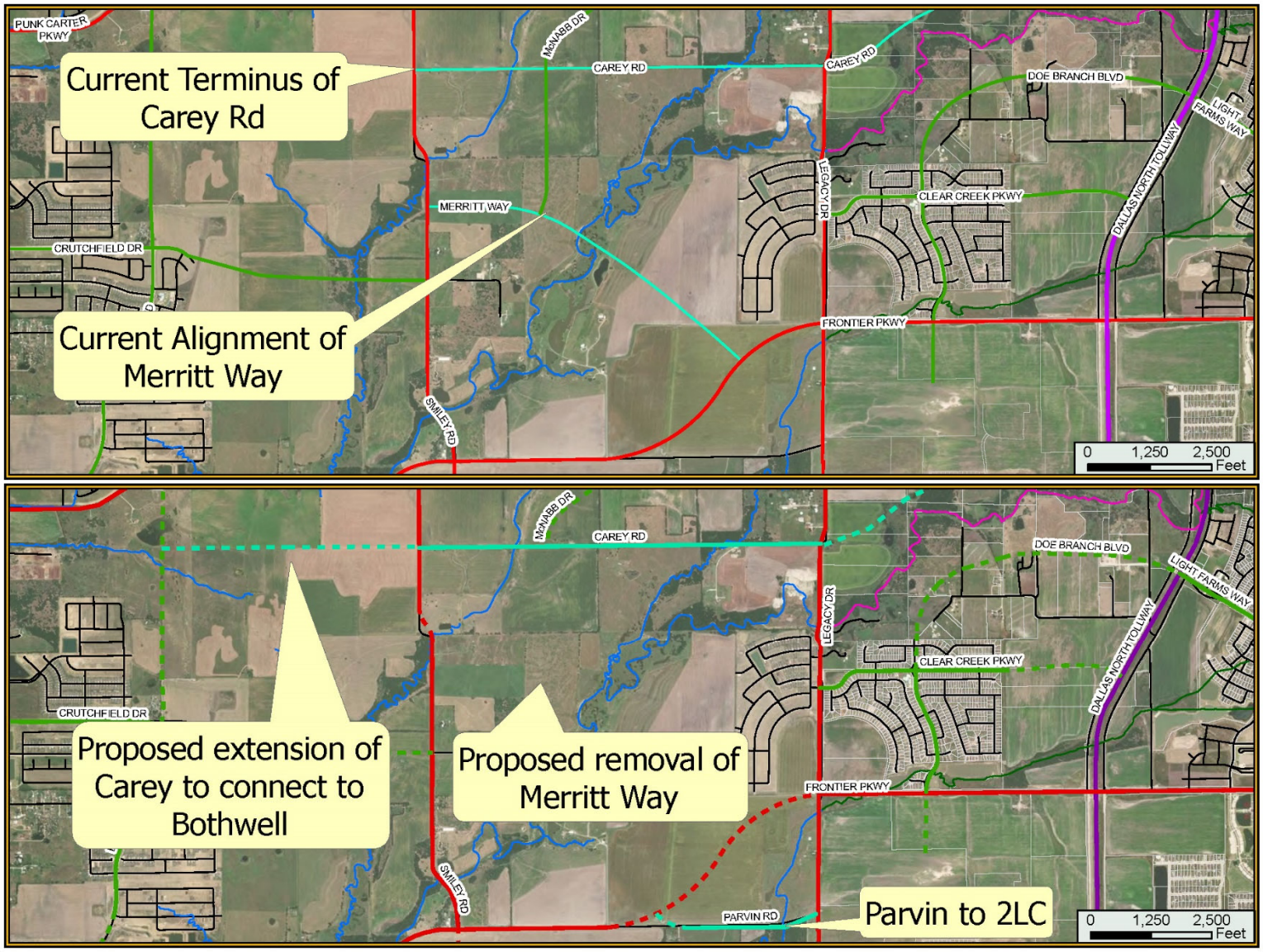

CELINA TEXAS est. 1876
Life Connected.

Merritt Way

Legend

Roads
Parcels

Thoroughfare Plan
- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
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N W E S

6/21/2021

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Life Connected.

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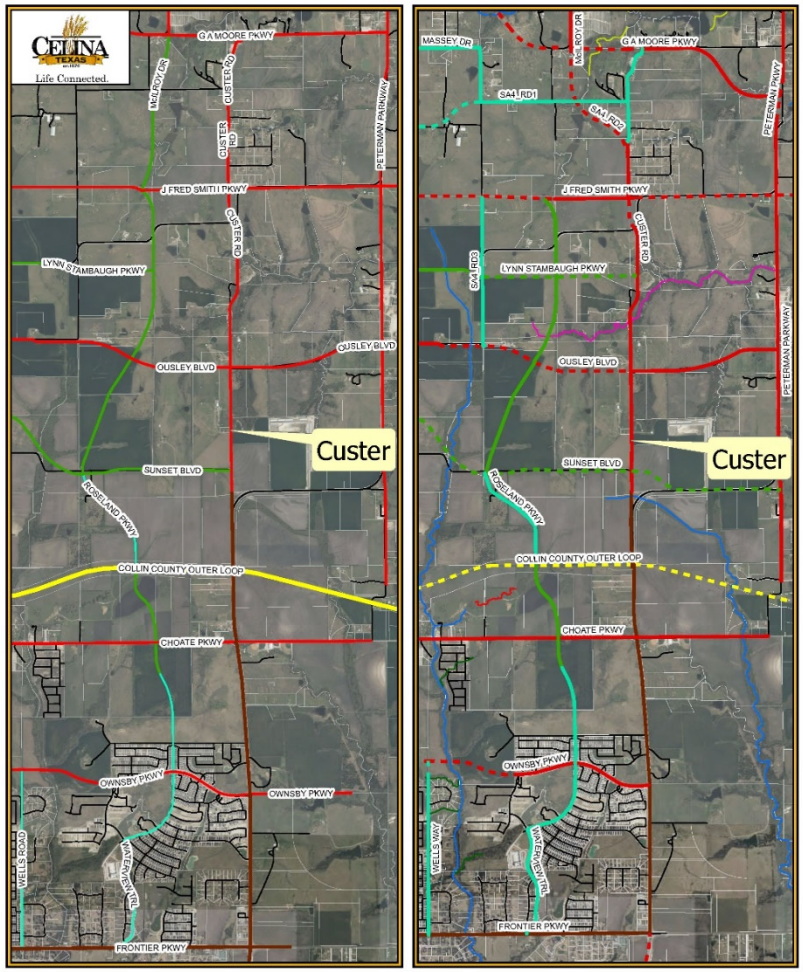

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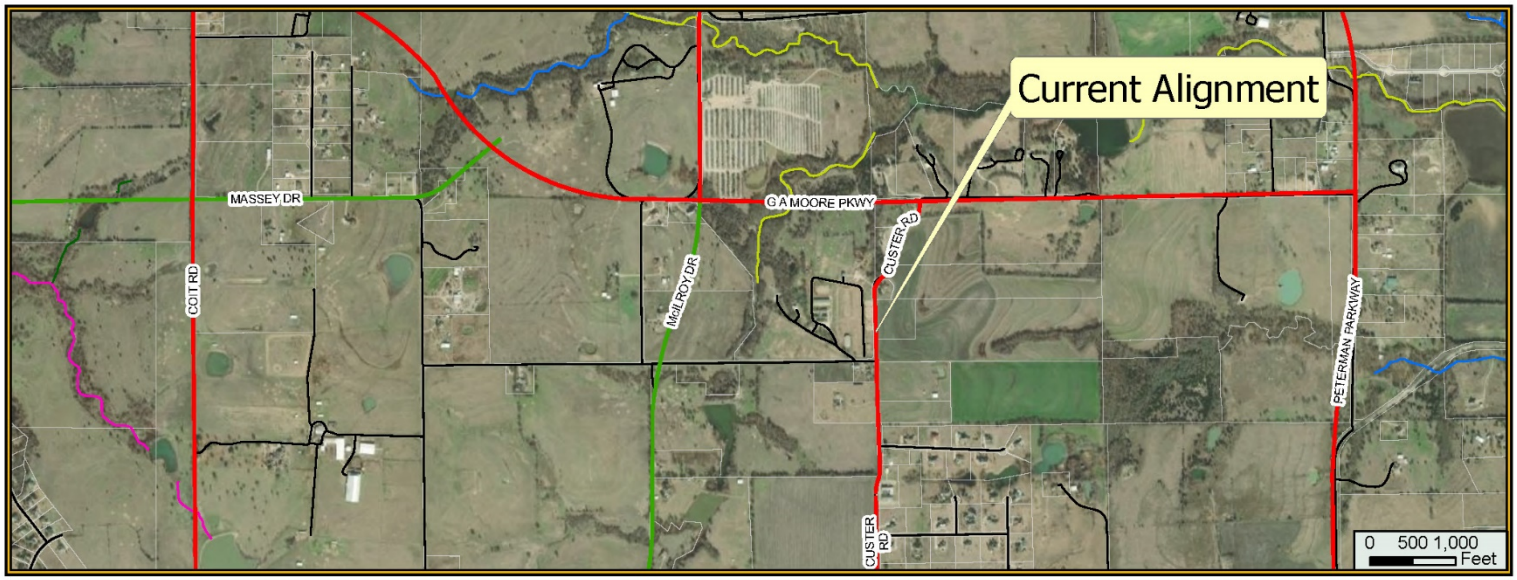

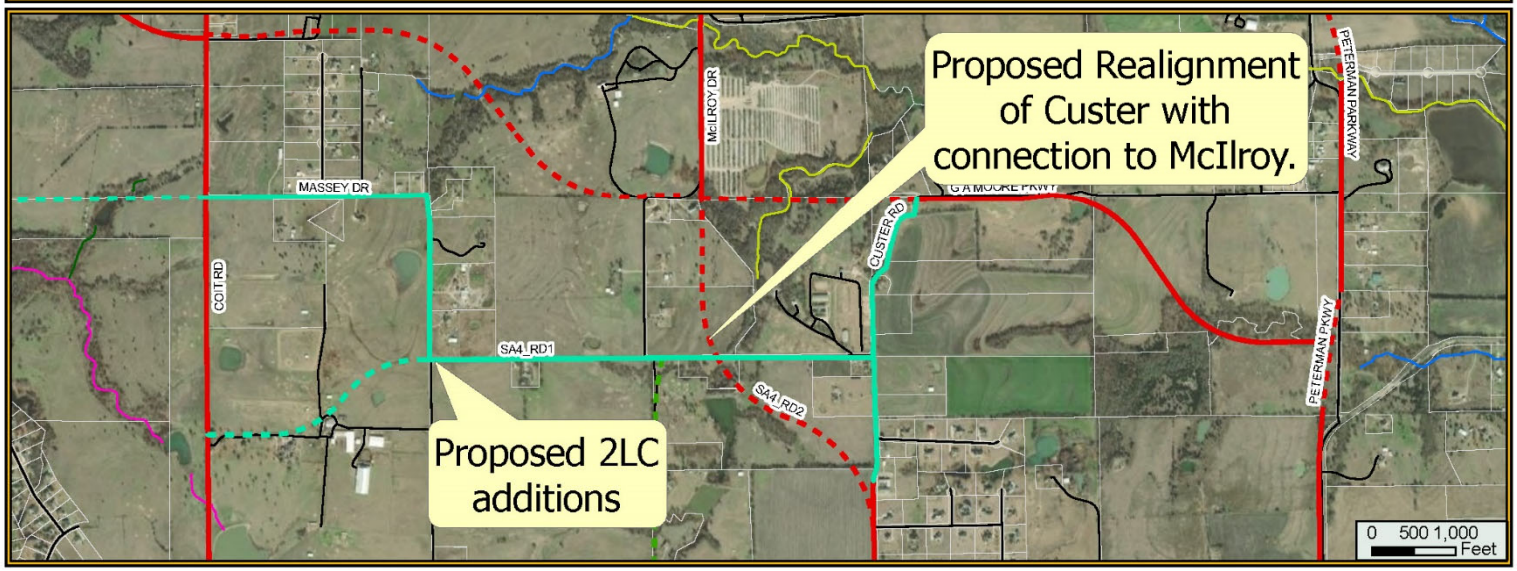

CELINA TEXAS est. 1876
Life Connected.

Custer

Legend

Roads
Parcels

Thoroughfare Plan
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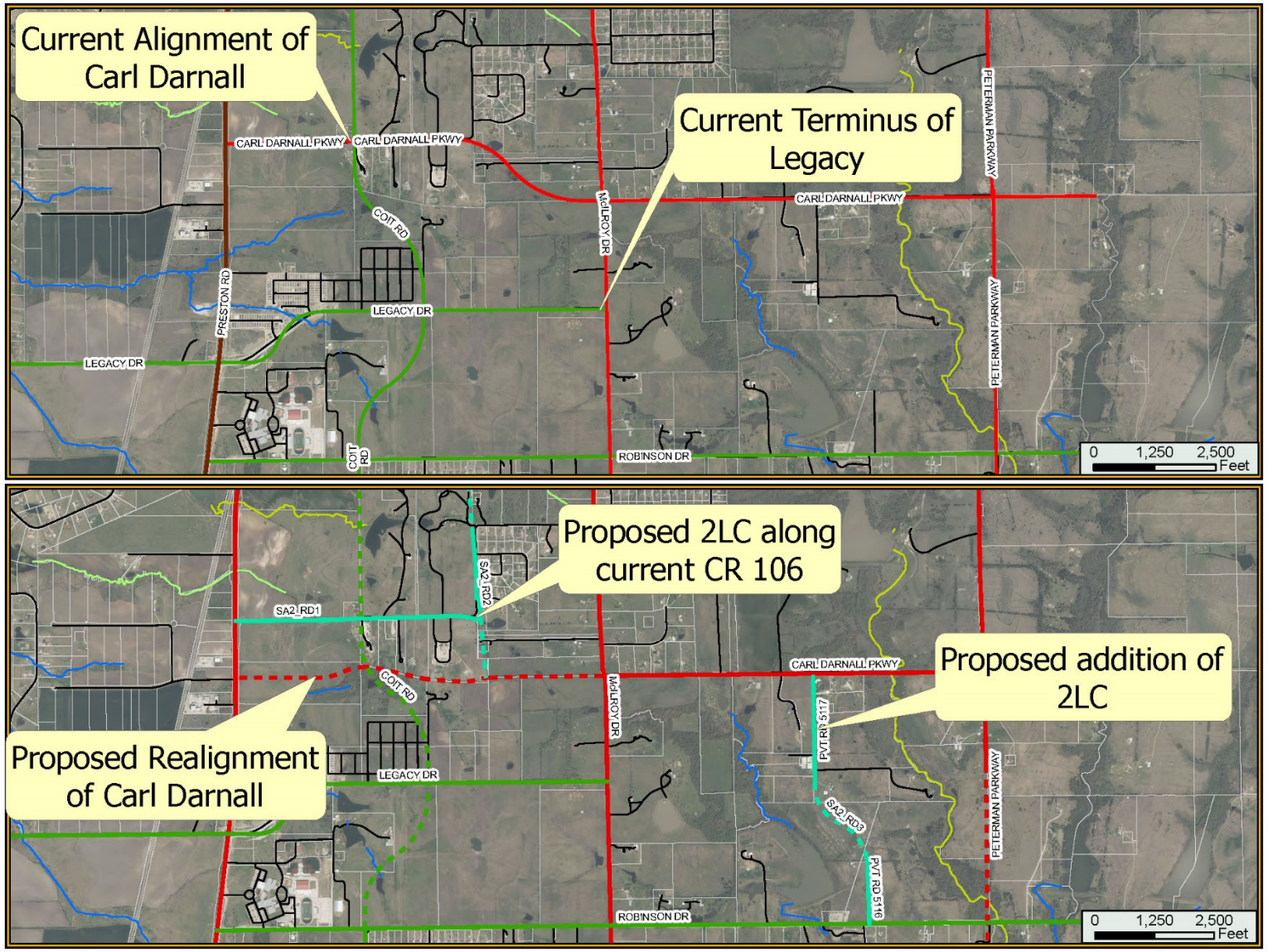

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NE Corner

Legend

Roads
Parcels

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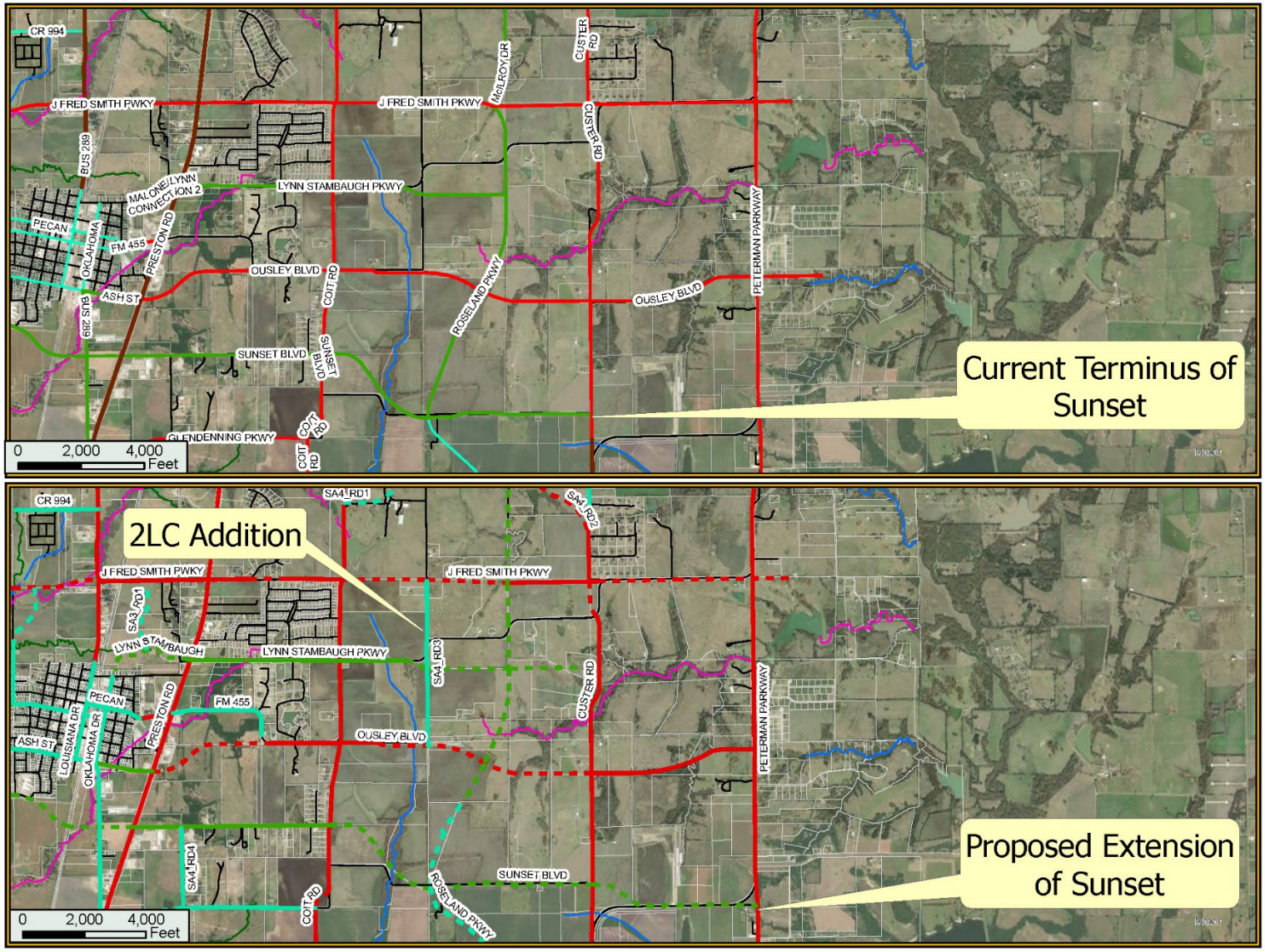

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Life Connected.

Sunset

Legend

- Roads
- Parcels

Thoroughfare Plan
- 2LC 60' - 80' ROW*,**
- 4/6LD 100' ROW*
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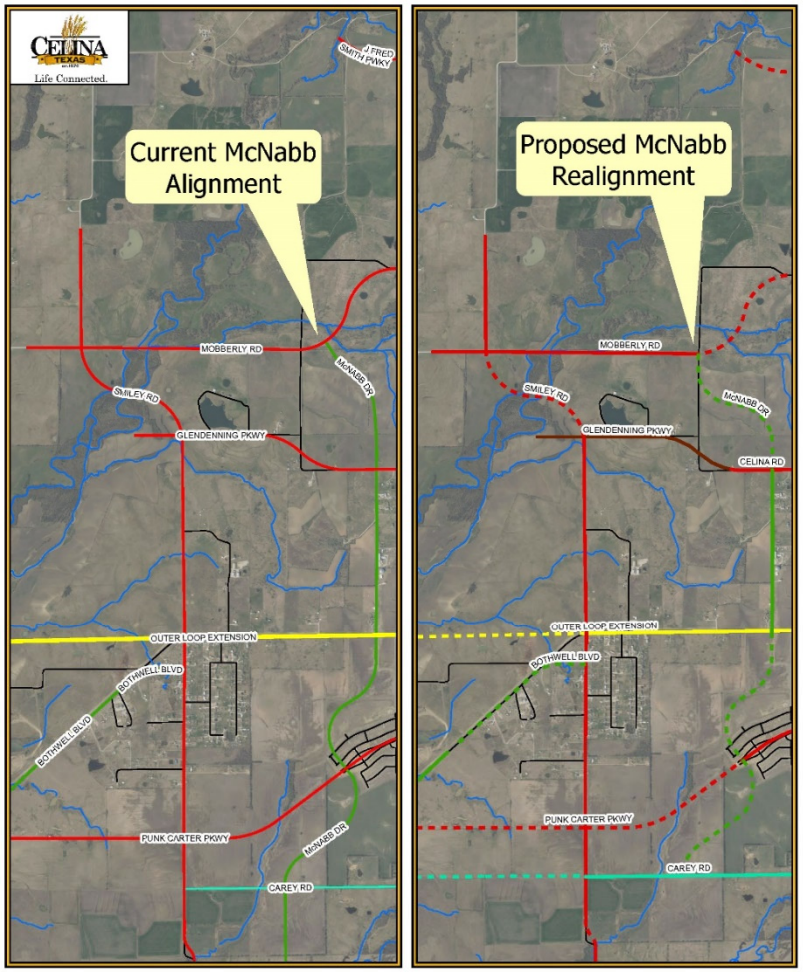

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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Executive Director of Public Services
Date: July 13, 2021
Re: 2021 Water and Wastewater Impact Fee Ordinance Update

Action Requested:
Conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 10: Subdivision Regulation, Article 10.02: Impact Fees, Division 2: Water and Wastewater Facilities by adopting updated land use assumptions; adopting an updated water and wastewater capital improvement plan and impact fee analysis; adopting revised water and wastewater impact fees; adopting a revised schedule 1 assessment rates and schedule 2 collection rates for water and wastewater facilities. (Brawner)

Background Information:
The City of Celina originally completed a Water and Wastewater Impact Fee in 2001. The ordinance was amended in 2003 and 2015. Pursuant to Section 395.052 of the Local Government Code, the City is required to complete periodic update of the Land Use Assumptions and Capital Improvements Plan every five (5) years. Staff recommends amending the City's Water and Wastewater Impact Fee Ordinance to align with the recently adopted 2040 Comprehensive Plan and the associated revised Land Use Plan. The City of Celina selected Freese and Nichols for the water analysis and Garver Engineering to complete the wastewater analysis.

The implementation of impact fees allows the City to shift a portion of the burden of paying for new facilities onto new development. The consultant evaluated improvements necessary to serve both a 10-year window (2030) and the ultimate system needs. Typically, infrastructure improvements are sized beyond the 10-year requirements; however, Chapter 395 only allows recovery of costs to serve the 10-year planning period. The remainder of the capacity costs will be assessed as the planning window extends beyond 2030 and as the impact fees are updated in the future. The City of Celina has a single service unit area for water and wastewater calculations. This Impact Fee Study does not include those residents or improvements needed to serve the Mustang Special Utility District.

Elements of the water and wastewater systems that can be included in the calculation of impact fees include construction and engineering costs, land acquisition costs, finance charges, and fees paid to the consultant to prepare or update the capital improvement plan. The impact fee rate is calculated by dividing the total construction costs by the total projected growth in development in the system. State law allows cities to capture 50% of the total cost of the improvements.

The City of Celina adopted a 1" meter as the standard unit of measurement for the City's water and

wastewater system in 2017. Based on a 1" standard, City Staff recommends that the impact fee rate for a 1" water meter be set at $4,400.00 and the associated impact fee rate for 1" wastewater connection be set at $5,200.00.

Board Review/Citizen Input:
The City's Planning and Zoning Commission served as the state required Comprehensive Impact Advisory Commission (CIAC). The CIAC committee unanimously approved the recommended rates. Staff attached their letter of recommendation to this agenda item.

Alternatives:
Council may choose not to support the amendment of the Water and Wastewater Impact Fee Ordinance.

Financial Considerations:
None

Legal Review:
The City Attorney has reviewed and approved this item.

Supporting Documents:
Proposed Ordinance
Water and Wastewater Impact Fee Study Report
CIAC letter of support

Staff Recommendation:
Approve the Ordinance.

City of Celina

2021

WATER AND WASTEWATER IMPACT FEE UPDATE

June 2021

PREPARED FOR:

City of Celina

PREPARED BY:

Freese and Nichols, Inc.
2711 North Haskell Ave., Suite 3300
Dallas, Texas 75204

FREESE AND NICHOLS

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Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Innovative approaches
Practical results
Outstanding service

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

WATER AND WASTEWATER IMPACT FEE UPDATE

June 2021

Prepared for:

City of Celina

Life Connected.

Prepared by:
FREESE AND NICHOLS, INC.
2711 North Haskell Ave. Suite 3300
Dallas, Texas 75204
(214) 217-2200

FNI Project Number: CEL20135

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

WATER AND WASTEWATER IMPACT FEE UPDATE

Prepared for:

City of Celina

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Prepared by:
FREESE AND NICHOLS, INC.
2711 North Haskell Ave. Suite 3300
Dallas, Texas 75204
(214) 217-2200

FNI Project Number: CEL20135

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

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APPENDICES

Appendix A: Water System Project Cost Estimates
Appendix B: Wastewater System Project Cost Estimates

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EXECUTIVE SUMMARY

1.0 Background

Freese and Nichols, Inc. (FNI) was retained in 2020 by the City of Celina (City) to perform an impact fee analysis on the City's water and wastewater systems. The purpose of this report is to summarize the methodology used in the development and calculation of water and wastewater impact fees for the City of Celina. The methodology used herein satisfies the requirements of the Texas Local Government Code Section 395 for the establishment and update of water and wastewater impact fees.

2.0 Land Use Assumptions

Population and land use are important elements in the analysis of water and wastewater systems. Through collaboration between FNI and the City, FNI developed growth projections as part of the Water and Wastewater Master Plans to estimate service connections for the 2020 and 2030 planning years. **Table ES-1** presents the growth projections for the City of Celina water and wastewater service areas.

Table ES-1: Growth Projections

Year	Water Population	Wastewater Population	Water and Wastewater Employment
2020	20,791	18,952	2,018
2030	113,528	111,689	20,127

3.0 Capital Improvement Plan

An impact fee capital improvement plan (CIP) was developed for the City of Celina based on the land use assumptions and growth projections. The CIPs were developed using hydraulic models of both the water and wastewater systems. The recommended improvements were developed to provide the required capacity to meet projected water demands and wastewater flows through 2030.

4.0 Impact Fee Analysis

According to Chapter 395 of the Texas Local Government Code, the maximum impact fee may not exceed the amount determined by dividing the cost of required capital improvements by the total number of service units attributed to new development during the impact fee eligibility period. A water service unit is defined as the service equivalent to a water-only connection or a water/wastewater connection for a single-family residence. A wastewater service unit is defined as the service unit equivalent to a

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

water/wastewater connection for a single-family residence. The current impact fee ordinance was adopted in December of 2014. This ordinance assumes a 3/4-inch meter as the base meter size with a water impact fee of $2,930 per service unit and the wastewater impact fee of $2,357 per service unit. Based on the 2014 ordinance, the water impact fee for a single-family 1-inch meter is $4,981 and the wastewater impact fee for a single-family 1-inch meter is $4,007. This project is an update to the 2014 ordinance. **Tables ES-2** and **ES-3** display the maximum allowable water and wastewater impact fee per service unit for this study.

Table ES-2: Maximum Water Impact Fee Calculation

Water Impact Fee	
Total Eligible Capital Improvement Costs	$262,091,624
Total Eligible Financing Costs	$107,158,888
Total Eligible Impact Fee Costs	$369,250,512
Growth in Service Units	41,327
Maximum Water Impact Fee per Service Unit [(1)]	$8,935
Impact Fee Credit per Service Unit [(2)]	$4,467
Maximum Allowable Water Impact Fee [(3)]	**$4,467**

[(1)] Total Eligible Costs divided by the Growth in Service Units.
[(2)] Credit is 50% of Maximum Water Impact Fee per Service Unit.
[(3)] Maximum Allowable Wastewater Impact Fee is Maximum Water Impact Fee minus the Impact Fee Credit per Service Unit.

Table ES-3: Maximum Wastewater Impact Fee Calculation

Wastewater Impact Fee	
Total Eligible Capital Improvement Costs	$360,470,583
Total Eligible Financing Costs	$74,182,644
Total Eligible Impact Fee Costs	$434,653,227
Growth in Service Units	41,327
Maximum Wastewater Impact Fee per Service Unit [(1)]	$10,517
Impact Fee Credit per Service Unit [(2)]	$5,259
Maximum Allowable Wastewater Impact Fee [(3)]	**$5,259**

[(1)] Total Eligible Costs divided by the Growth in Service Units.
[(2)] Credit is 50% of Maximum Wastewater Impact Fee per Service Unit.
[(3)] Maximum Allowable Wastewater Impact Fee is Maximum Wastewater Impact Fee minus the Impact Fee Credit per Service Unit.

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1.0 BACKGROUND

Chapter 395 of the Texas Local Government Code requires an impact fee analysis before impact fees can be created and assessed. Chapter 395 defines an impact fee as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development." In September 2001, Senate Bill 243 amended Chapter 395 thus creating the current procedure for implementing impact fees. Chapter 395 identifies the following items as impact fee eligible costs:

- Construction contract price
- Surveying and engineering fees
- Land acquisition costs
- Fees paid to the consultant preparing or updating the capital improvement plan (CIP)
- Projected interest charges and other finance costs for projects identified in the CIP

Chapter 395 also identifies items that impact fees **cannot** be used to pay for, such as:

- Construction, acquisition, or expansion of public facilities or assets other than those identified on the capital improvement plan
- Repair, operation, or maintenance of existing or new capital improvements
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development
- Administrative and operating costs of the political subdivision
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Freese and Nichols, Inc. (FNI) was retained in 2020 by the City of Celina (City) to perform an impact fee analysis on the City's water and wastewater systems. The purpose of this report is to summarize the methodology used in the development and calculation of water and wastewater impact fees for the City of Celina. The methodology used herein satisfies the requirements of the Texas Local Government Code Section 395 for the establishment and update of water and wastewater impact fees. **Table 1-1** provides a list of abbreviations used in this report.

Table 1-1: List of Abbreviations

Abbreviation	Full Nomenclature
AWWA	American Water Works Association
CIP	Capital Improvement Plan
City	City of Celina
CCN	Certificate of Convenience and Necessity
EPS	Extended Period Simulation
EST	Elevated Storage Tank
ETJ	Extraterritorial Jurisdiction
FNI	Freese and Nichols, Inc.
gpm	gallons per minute
GIS	Geographic Information System
GST	Ground Storage Tank
LS	Lift Station
MGD	Million Gallons per Day
PRV	Pressure Reducing Valve
PS	Pump Station
PP	Pressure Plane
UTRWD	Upper Trinity Regional Water District
WTP	Water Treatment Plant
WWTP	Wastewater Treatment Plant

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

2.0 LAND USE ASSUMPTIONS

Land use and population are important elements in the analysis of water and wastewater systems. Through collaboration between FNI and the City, FNI developed growth projections as part of the Water and Wastewater Master Plans to estimate service connections for the 2020 and 2030 planning years. The land use assumptions utilized in this report were based on the future land use plan (FLUP) developed as part of the 2040 Comprehensive Plan.

2.1 Service Areas

The impact fee service area for the City of Celina's water and wastewater systems is defined as the City limits plus extraterritorial jurisdiction (ETJ) that are not within Mustang Special Utility District (SUD) Certificate of Convenience and Necessity (CCN) service area. A portion of the Mustang Special Utility District water and wastewater CCN is included in Celina's city limits and ETJ in the southwest portion of the City; this area is not included in the impact fee service area. Per the interlocal agreement between the City of Celina and Marilee SUD, a portion of the Marilee SUD CCN will ultimately be transferred to the Celina CCN according to the requirements of CCN acquisition in the agreement. Therefore, several improvements within the Marilee SUD CCN were included in the impact fee analysis. **Figure 2-1** illustrates the water and wastewater impact fee service area.

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FIGURE 2-1
CITY OF CELINA
IMPACT FEE SERVICE AREA

LEGEND

- Road
- Railroad
- Stream
- Lake
- Parcel
- Water/Wastewater Impact Fee Service Area
- City Limit
- ETJ Boundary
- County Boundary

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FREESE AND NICHOLS

COLLIN CO.
GRAYSON CO.
DENTON CO.
289 TEXAS
FM 428
COUNTY ROAD 99
COUNTY ROAD 102
COUNTY ROAD 107
COUNTY ROAD 135
COUNTY ROAD 134
COUNTY ROAD 131
COUNTY ROAD 128
COUNTY ROAD 125
COUNTY ROAD 98
COUNTY ROAD 96
COUNTY ROAD 95
COUNTY ROAD 94
COUNTY ROAD 91
COUNTY ROAD 84
COUNTY ROAD 59
COUNTY ROAD 57
COUNTY ROAD 54
COUNTY ROAD 9
COUNTY ROAD 8
COUNTY ROAD 5
PRIVATE ROAD 501
PRIVATE ROAD 504
MOBBERLY RD
CAREY RD
PARVIN RD
FRITCHER RD
TOM COLE RD
CELINA RD
MAYHOE RD
SMILEY RD
JESSE CREEK RD
PRESTON KEES RD
KATHIE CT
KRISTINA CT
MARK ALEXANDER PL
E CARTHAGE RD
N ALEXANDER DR
OBCAT TRL
LARIAT TRL
CANYON RD
CATTLE ST
PADERO LN
OLD PRESTON TRL
PRESTON TRL
SETTLERS RIDGE RD
BATEMAN LN
SWINNEY DR
BREWER LN
OLDBUD ST
RODGERS LN
W MAPLE ST
W PECAN ST
W WALNUT ST
W MAIN ST
W OAK ST
W ELM ST
E SUNSET BLVD
W GLENDENNING PKWY
E GLENDENNING PKWY
BUCKLEY LN
SILVERWOOD DR
LUTHER ST
OLD CELINA RD
PRIVATE PKWY
EQUINE LN
SWEETWATER WAY
CHRISSCREEK WAY
TOMMIE LILLIAN LN
CORRIDOR PKWY
FRONTIER PKWY
BRINKMANN RANCH RD
ECLIPSE PL
COWBOY PKWY
ZENYATTA CT
TWIN MALLETS LN
TWIN EAGLES DR
COASTAL DR
SERENITY WAY
RIVER BEND DR
CHURCH ST
HIGH POINT DR
W FM 455
FOXGLOVES RD
LADYS MANTLE WAY
BLUEBONNET LN
CARNATION ST
REDROSE TRL
FALCON CT
FALCON RD
COUNTY ROAD 37
COUNTY ROAD 57
COUNTY ROAD 58
COUNTY ROAD 59
COUNTY ROAD 106
COUNTY ROAD 132
KESSLER DR
PALOMAR RD
FOREST DR
OAKWOOD DR
WILD WOOD LN
KALLE CV
SMILEY AVE
MEADOW VISTA DR
MAGNOLIA LN
RANCHEE DR
RIBBON DR
BARBADOS DR
CHESHIRE ST
CRUTCHFIELD DR
PUTTON FIELDS TRL
HALTON DR
HUMBER LN
OAKMERE LN
PENSBY DR
TUDOR PLACE
ROTHWELL BLVD
FARRELL RD
SHELBY LN
PLATTE RIVER TRL
RIVER CROWN DR
ALEXANDER WAY
CORRIDOR PKWY
WALNUT RIDGE
BRUSHY WATER BLVD
ELLICOTT DR
HIGHCREST LN
MORNINGTON WAY
MARCHTIMER CT
CANNES DR
CANNES CT
ROBIN RD
COBALT DR
AZURE ST
BLUE HOLLOW
PENTAGE TRL
FOREST CREEK DR
MYRTLE DR
PRAIRIE MEADOW
Hickory Creek
Indian Creek
Pecan Creek
Wilson Creek
Stiff Fork
Elm Fork
Hog Branch
Rowdy Creek
Brushy Creek
Doe Branch
Panther Creek
Rabbit Creek
Lake Lewisville

0 3,000 6,000
SCALE IN FEET

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2.2 Historical Population

Table 2-1 presents the historical populations for the City of Celina. The data indicates an average growth rate of 23% annual growth over the last 5 years.

Table 2-1: Historical Population

Year	Historical Population[(1)]
2015	7,320
2016	8,650
2017	10,310
2018	13,090
2019	17,680

[(1)]Population from NCTCOG data.

2.3 Projected Population and Employment

Projected populations were developed based on information provided by the City of Celina Planning Department, recent City growth patterns, and known developments. The City of Celina's water population is projected to be 113,528 in 2030 and 378,955 by Buildout. The City of Celina currently has residents utilizing septic systems rather than being served by the wastewater collection system. It is assumed that all development within the next ten years will be served by the City's wastewater collection system. The wastewater population is projected to be 111,689 in 2030. The projected 10-year growth in water and wastewater population is 92,737. In order to capture growth related to commercial, retail, office, institutional, and industrial development, existing (2020) and 2030 employment estimates were developed. These population and employment numbers were used to establish water demands and wastewater flows, which in turn determined sizing of proposed water and sewer system improvements. Population and employment projections for the water and wastewater systems are displayed in **Table 2-2**.

Table 2-2: Growth Projections

Planning Year	Water Service Area		Wastewater Service Area	
	Population	Employment	Population	Employment
2020	20,791	2,018	18,952	2,018
2030	113,528	20,127	111,689	20,127

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

3.0 WATER AND WASTEWATER CAPITAL IMPROVEMENT PLAN

The water and wastewater impact fee CIP developed for the City of Celina is based on the land use assumptions presented in the previous section. The CIPs were developed using hydraulic models of both the water and wastewater systems. The recommended improvements were developed to provide the required capacity to meet projected water demands and wastewater flows through 2030.

3.1 Existing Water and Wastewater Systems

The City of Celina receives water from the Upper Trinity Regional Water District (UTRWD) at one delivery point. The Celina Road Pump Station is located at the UTRWD delivery point and supplies water to the entire City. The Celina Road Pump Station site has a pump station with a firm pumping capacity of 16 MGD, an existing 1 MG ground storage tank, and a 6 MG ground storage tank under construction. The City of Celina's water distribution system consists of a network of water lines ranging in diameter from 1 inch to 36 inches.

The distribution system is divided into two pressure planes based on ground elevations in order to maintain appropriate pressures throughout the City. The Low Pressure Plane (LPP) is generally the west half of the City; elevations in the LPP range from 588 to 708 feet. The Light Farms Elevated Storage Tank (EST) serves the LPP with an overflow elevation of 835 feet, which sets the static hydraulic gradient and provides pressure maintenance for the pressure plane.

The High Pressure Plane (HPP) is generally the east half of the City; elevations in the HPP range from 670 to 816 feet. The Downtown booster pump station takes water from a 36-inch LPP water line and supplies the HPP with a firm pumping capacity of 13.8 MGD. The Coit Road EST serves the HPP with an overflow elevation of 935 feet, which sets the static hydraulic gradient and provides pressure maintenance for the pressure plane.

The City of Celina's wastewater collection system consists of roughly 2,400 manholes and 676 thousand linear feet (128 miles) of wastewater lines. Wastewater lines range in size from 3 inches to 36 inches including gravity and force main pipes. The City's collection system also includes 10 lift stations and a wastewater treatment plant (WWTP) in the downtown area, owned and operated by the City. The southern portion of the City flows to the Doe Branch WWTP, owned and operated by UTRWD.

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

3.2 Water and Wastewater Load Projections

The population and land use data were used to develop future water demands and wastewater flows based on a projected average day per capita use and peaking factors. The design criteria used to project water demands and wastewater flows were developed based on recent historical data. Historical water demands from 2015 through 2019 were provided to FNI by the City for the development of projected water usage rates and peaking factors. The projected residential per capita usage rate is 180 gallons per capita per day (gpcd), and the projected non-residential usage rate is 60 gallons per employee per day (gped). The projected maximum day to average day peaking factor is 2.2 and projected peak hour to maximum day peaking factor is 1.9 for all planning scenarios. **Table 3-1** displays the projected water demands for the City's impact fee service area.

Table 3-1: Water Demand Projections

Year	Water System Population	Water System Employment	Average Day Demand (MGD)	Maximum Day Demand (MGD)	Peak Hour Demand (MGD)
2020	20,791	2,018	3.86	8.50	16.15
2030	113,528	20,127	21.64	47.61	90.47

Historical wastewater flow data and the results of the temporary flow monitoring were used to project existing system residential and non-residential wastewater production rates and peaking factors. A residential per capita flow of 102 gpcd and a non-residential per employee flow of 20 gped was used for future flow projections. The average day flow projections for future development were added to the existing flows to determine the projected future average daily flow. The TCEQ recommended peak wet weather peaking factor of 4.0 was used to project future wet weather flow. The existing and future wastewater flows are summarized in **Table 3-2**.

Table 3-2: Wastewater Flow Projections

Year	Wastewater System Population	Wastewater System Employment	Average Annual Daily Flow (MGD)	Peak Wet Weather Flow (MGD)
2020	18,952	2,018	1.68	10.09
2030	111,689	20,127	11.31	48.62

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

3.3 Water and Wastewater System Improvements

As part of the ongoing Water Master Plan, FNI developed a water model in Innovyze's InfoWater® software using the existing WaterGEMS model and updated GIS information from the City. FNI calibrated the model to existing conditions then performed 24-hour maximum day extended period simulation (EPS) analysis for each planning year. EPS modeling of a water system provides a means to evaluate the system over time to assess response to hourly changes in demand, pump cycling, and tanks filling or draining. FNI utilized this model to develop the 10-year water CIP.

As part of the ongoing Wastewater Master Plan, Garver developed a wastewater model in Innovyze's InfoWorks ICM SE® software using the existing SewerGEMS model and updated GIS information from the City. The updated and calibrated wastewater hydraulic model was used to evaluate the existing collection system under existing and 10-year projected flows. The selected 5-year, 24-hour design storm was applied to the model to analyze the capacity of the collection system and determine areas with capacity deficiencies in need of remediation. Capacity improvement projects were developed to remedy causes of surcharging within 5-feet of manhole rim elevation as required by the improvement triggers and design criteria.

Proposed water and wastewater system improvement projects were developed as part of the Water and Wastewater Master Plans. Detailed cost estimates for the proposed 10-year water and wastewater system projects are included in **Appendix A** and **Appendix B**, respectively. The costs are in 2021 dollars and include an allowance for engineering, surveying, and contingencies. Cost estimates do not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown. Costs listed for the existing projects are based on actual design and construction costs provided by the City.

Tables 3-3 and **3-4** show project utilization for the 2020 and 2030 planning years. The 2020 percent utilization is the portion of a project's capacity that is required to serve existing development. This portion of the project cost is not impact fee eligible. The 2030 percent utilization is the portion of the project's capacity that will be required to serve projected growth in the City through 2030. The 2020-2030 percent utilization is the portion of the project's capacity required to serve development from 2020 to 2030. The impact fee eligible cost for each project is calculated as the total capital cost multiplied by the 2020-2030 percent utilization. Only this portion of the cost can be used to calculate maximum allowable impact fees.

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

The proposed 10-year water system projects are shown on **Figure 3-1**. Proposed wastewater projects are shown on **Figure 3-2**.

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Table 3-3
City of Celina
Water System Impact Fee Eligible Projects

Project No.	Description of Project	Percent Utilization			Costs Based on 2021 Dollars	
		2020[1]	2030	2020-2030	Capital Cost	Impact Fee Eligible Cost
EXISTING ELIGIBLE						
A	Increase Firm Capacity of Downtown PS to 13.8 MGD and Increase Firm Capacity of Celina Road PS to 16.0 MGD (City Project W14)	40%	100%	60%	$4,243,342	$2,546,005
B	36-inch Transmission Line (City Project W17)	20%	75%	55%	$13,412,749	$7,377,012
C	24-inch Water Lines from Downtown PS to Coit Road EST (City Project W02)	20%	65%	45%	$4,776,128	$2,149,258
D	Coit Road 2.0 MG EST (City Project W05)	20%	100%	80%	$5,385,201	$4,308,160
E	18-inch Water Line along Robinson Drive and Coit Road (City Project W09)	5%	75%	70%	$941,595	$659,116
F	6.0 MG Celina Road GST (City Project W23)[2]	40%	100%	60%	$11,009,234	$6,605,540
G	18-inch Water Line along North Louisiana Drive and G.A. Moore Parkway (City Projects W39, 40, 41)[2]	0%	50%	50%	$5,615,000	$2,807,500
H	12-line Water Line along Frontier and Preston from Ownsby to Frontier (City Project W18)[2]	0%	75%	75%	$2,948,676	$2,211,507
I	Impact Fee Report (City Project W34)	0%	100%	100%	$254,625	$254,625
J	12-inch Water Line from J. Fred Smith Parkway and along Preston Road (City Project W38)	0%	50%	50%	$225,040	$112,520
K	18-inch Water Line along Celina Parkway (City Project P5)	0%	60%	60%	$85,500	$51,300
PROPOSED ELIGIBLE						
0	24-inch Water Line along Coit Road (City Projects W35 and W36)[2]	0%	55%	55%	$6,109,243	$3,360,084
1A	18-inch Westside Water Loop Water Line	0%	70%	70%	$1,025,600	$717,920
1B	12- and 20-inch Water Lines along Legacy Drive	0%	75%	75%	$3,792,600	$2,844,450
1C	24-inch Water Line along Legacy Drive	0%	65%	65%	$1,775,000	$1,153,750
1D	30-inch Water Line along Legacy Drive	0%	60%	60%	$3,774,900	$2,264,940
2A	24-inch Water Line along G.A. Moore Parkway	0%	75%	75%	$4,690,800	$3,520,677
2B	24-inch Water Line along McIlroy Drive	0%	75%	75%	$7,479,900	$5,609,925
2C	24-inch Water Line along Carl Darnall Parkway	0%	75%	75%	$4,437,200	$3,327,900
3A	20-inch Water Line along Coit Road	0%	60%	60%	$2,268,000	$1,360,800
3B	18-inch Water Line along Stallcup Boulevard	0%	50%	50%	$2,820,400	$1,410,200
3C	12-inch Water Lines along Coit Road and McIlroy Drive	0%	65%	65%	$2,834,600	$1,842,490
3D	12-inch Water Line along Marilee Drive	0%	75%	75%	$2,905,500	$2,179,125
4	Increase Firm Capacity of Celina Road Pump Station to 26.7 MGD	0%	100%	100%	$2,644,000	$2,644,000
5A	42-inch Water Line North from the Celina Road Pump Station	0%	45%	45%	$5,484,500	$2,468,025
5B	24-inch Water Line along Mobberly Road	0%	45%	45%	$8,874,400	$3,993,480
6A	20-inch Water Line along SA2 RD1	0%	55%	55%	$2,157,300	$1,186,515
6B	20-inch Water Line along Preston Road	0%	55%	55%	$4,867,800	$2,677,290
6C	20-inch Water Line along Marilee Drive	0%	45%	45%	$5,250,500	$2,362,725
6D	18-inch Water Line along the West Side of Chason Circle	0%	60%	60%	$1,692,300	$1,015,380
7	18-inch Water Line along Robinson Drive	0%	60%	60%	$2,205,100	$1,323,060
8	18-inch Water Line along FM 455	0%	55%	55%	$4,410,100	$2,425,555
9A	18-inch Water Line along J.Fred Smith Parkway and PRV	0%	45%	45%	$4,917,100	$2,212,695
9B	12-inch Water Line along Walnut Road and County Road 57	0%	35%	35%	$2,480,300	$868,105
10A	New 20 MGD Firm Capacity Pump Station at Celina Road Pump Station	0%	75%	75%	$17,880,000	$13,410,000
10B	6 MG Ground Storage Tank at Celina Road	0%	100%	100%	$11,774,000	$11,774,000
11A	Morgan Lakes Delivery Point 25 MGD Firm Capacity Pump Station	0%	100%	100%	$19,065,000	$19,065,000
11B	10 MG Ground Storage Tank at Morgan Lakes	0%	80%	80%	$15,306,000	$12,244,800
11C	36-inch Water Line from Ash Street to Proposed Morgan Lakes Pump Station	0%	80%	80%	$12,527,900	$10,022,320
11D	Decommissioning of Downtown Pump Station	0%	0%	0%	$785,000	$0
12A	36-inch Water Line along Dallas North Tollway	0%	50%	50%	$5,957,400	$2,978,700
12B	24-inch Water Line along J. Fred Smith Parkway	0%	65%	65%	$5,578,200	$3,625,830
13	12-inch and 18-inch Water Lines along Custer Road	0%	60%	60%	$4,425,100	$2,655,060
14A	12-inch Water Line along Choate Parkway (1)	0%	45%	45%	$1,736,200	$781,290
14B	12-inch Water Line along Choate Parkway (2)	0%	45%	45%	$1,098,500	$494,325
15	12-inch Water Line along Choate Parkway (3)	0%	70%	70%	$3,897,500	$2,728,250
16A	20-inch Water Line along Roseland Parkway	0%	70%	70%	$2,268,000	$1,577,775
16B	20-inch Water Line along Ownsby Parkway	0%	70%	70%	$5,033,700	$3,501,784
16C	12-inch Water Line along Wells Way	0%	90%	90%	$389,900	$350,910
17	18-inch Water Line along the Pressure Plane Boundary	0%	40%	40%	$10,512,200	$4,204,880
18	20-inch and 24-inch Water Lines along Pressure Plane Boundary	0%	55%	55%	$7,597,100	$4,178,405
19	18-inch Water Line along Glendenning Parkway	0%	45%	45%	$3,333,200	$1,499,940
20	12-inch Water Line along Dallas North Tollway	0%	60%	60%	$1,133,900	$680,340
21	18-inch Water Line along Collin County Outer Loop	0%	60%	60%	$7,743,100	$4,645,860
22	20-inch Water Line along Sunset Boulevard	0%	50%	50%	$5,697,500	$2,848,750
23	18-inch Water Line along Punk Carter Parkway	0%	50%	50%	$2,717,800	$1,358,900
24	24-inch Water Line along Collin County Outer Loop	0%	55%	55%	$5,388,000	$2,963,400
25A	24-inch Water Line along O'Brien Drive	0%	45%	45%	$3,676,600	$1,654,470
25B	30-inch Water Line along Legacy Drive	0%	65%	65%	$3,321,900	$2,159,235
26A	24-inch Water Line along Legacy Drive (1)	0%	60%	60%	$2,916,000	$1,749,600
26B	24-inch Water Line along Legacy Drive (2)	0%	60%	60%	$3,232,900	$1,939,740
27	3.0 MG High Pressure Plane No.1 Elevated Storage Tank	0%	35%	35%	$10,943,000	$3,830,050
28	18-inch Water Line along Custer Road	0%	35%	35%	$2,051,200	$717,920
29A	20-inch Water Line along Dallas North Tollway	0%	50%	50%	$4,093,400	$2,046,700
29B	18-inch Water Line along G.A. Moore Parkway	0%	40%	40%	$3,333,200	$1,333,280
30	20-inch Water Line along Ousley Boulevard	0%	65%	65%	$5,089,000	$3,307,850
31	24-inch and 30-inch Water Lines along Roseland Parkway	0%	50%	50%	$7,469,300	$3,734,650
32	24-inch Water Line along J. Fred Smith Parkway	0%	35%	35%	$2,979,400	$1,042,790
33	30-inch Water Line along Legacy Drive	0%	30%	30%	$9,588,300	$2,876,490
34	30-inch and 36-inch Water Line along Coit Road	0%	55%	55%	$9,137,500	$5,025,625
35	Expand Firm Capacity of Morgan Lakes Pump Station to 35 MGD	0%	60%	60%	$2,525,300	$1,515,180
36	2.5 MG Low Pressure Plane No. 1 Elevated Storage Tank	0%	25%	25%	$9,602,000	$2,400,500
37A	48-inch and 54-inch Transmission Line	0%	30%	30%	$71,905,300	$21,571,590
37B	Delivery Point Number 3, 15 MGD Capacity Pump Station	0%	60%	60%	$16,428,000	$9,856,800
37C	6.0 MG Ground Storage Tank	0%	50%	50%	$11,774,000	$5,887,000
				TOTAL	$469,705,732	$262,091,624

[1] Utilization in 2020 on proposed projects indicates a portion of the project that will be used to address deficiencies within the existing system, and therefore are not eligible for impact fee cost recovery for future growth.

[2] Project is under design or construction.

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Table 3-4
City of Celina
Wastewater System Impact Fee Eligible Projects

Project No.	Description of Project	Percent Utilization			Costs Based on 2021 Dollars	
		2020[1]	2030	2020-2030	Capital Cost	Impact Fee Eligible Cost
	EXISTING ELIGIBLE					
A	Southeast Sector Sewer 5B: Parks at Wilson Creek (City Project S08)	10%	85%	75%	$2,926,455	$2,194,842
B	Southeast Sector Sewer (City Project S01-1, S01-2, S01-3, S01-4, S02)	35%	70%	35%	$14,518,389	$5,081,436
C	Cambridge Crossing Sewer (City Project S09)	10%	70%	60%	$97,439	$58,463
D	WWTP Expansion to 0.95 MGD (City Project S07, S05)[2]	0%	100%	100%	$14,176,114	$14,176,114
E	Collin College Sewer Line (City Project S10)	5%	10%	5%	$953,542	$47,677
F	Impact Fee Update	0%	100%	100%	$254,625	$254,625
	PROPOSED ELIGIBLE					
1	Celina WWTP Expansion	0%	50%	50%	$59,800,000	$29,900,000
2	Celina North Outfall Sewer Main Upgrades	15%	60%	45%	$661,000	$297,450
3	Business 298 Gravity Sewer Upgrades	35%	60%	25%	$1,171,000	$292,750
4	Downtown Gravity Sewer Upgrades	25%	45%	20%	$8,420,000	$1,684,000
5	Lynn Stambaugh Gravity Sewer Upgrades	25%	35%	10%	$1,490,000	$149,000
6	Heritage Gravity Sewer Upgrades	45%	65%	20%	$1,052,000	$210,400
7	Parkside LS & Force Main Upgrades	55%	95%	40%	$738,000	$295,200
8	Parkside Gravity Sewer Upgrades	45%	70%	25%	$756,000	$189,000
9	Southside Sanitary Sewer Upgrades	25%	45%	20%	$7,839,000	$1,567,800
10	Sunset LS & Force Main	0%	90%	90%	$3,697,000	$3,327,300
11	Sunset Gravity Sewer	5%	30%	25%	$4,979,000	$1,244,750
12	Shawnee Gravity Sewer & Lift Station Decommissioning	0%	80%	80%	$1,308,000	$1,046,400
13	UTRWD Phase III Interceptor[3]	0%	41%	41%	$47,863,000	$19,623,830
14	UTRWD Doe Branch WRP Expansion[3]	0%	100%	100%	$131,170,000	$131,170,000
15	Parallel Doe Branch Interceptor	0%	65%	65%	$44,221,000	$28,743,650
16	Parallel Southeast Interceptor	0%	40%	40%	$28,545,000	$11,418,000
17	Frontier LS & Force Main Upgrades	0%	85%	85%	$1,328,000	$1,128,800
18	Chan Moore LS & Force Main	0%	100%	100%	$5,661,000	$5,661,000
19	Cambridge Crossing Gravity Sewer	0%	45%	45%	$1,573,000	$707,850
20	Dynavest WWTP	0%	65%	65%	$53,820,000	$34,790,746
21	South Dynavest Gravity Sewer	0%	25%	25%	$12,791,000	$3,197,750
22	La Terra Gravity Sewer	0%	20%	20%	$5,547,000	$1,109,400
23	La Terra LS & Force Main	0%	100%	100%	$1,653,000	$1,653,000
24A	Villages of Lakewood Gravity Sewer Part A	0%	30%	30%	$3,133,000	$939,900
24B	Villages of Lakewood Gravity Sewer Part B	0%	5%	5%	$4,258,000	$212,900
24C	Villages of Lakewood Gravity Sewer Part C	0%	55%	55%	$1,723,000	$947,650
25	Villages of Lakewood LS & Force Main	0%	60%	60%	$7,053,000	$4,231,800
26	Rollertown Gravity Sewer	0%	15%	15%	$1,792,000	$268,800
27	The Cottages Gravity Sewer	0%	10%	10%	$1,403,000	$140,300
28	Wilson Creek Gravity Sewer	0%	15%	15%	$2,801,000	$420,150
29	Harper Smith Gravity Sewer	0%	30%	30%	$14,035,000	$4,210,500
30A	Southeast Sector Sewer Extension Part A	0%	25%	25%	$2,052,000	$513,000
30B	Southeast Sector Sewer Extension Part B	0%	5%	5%	$6,555,000	$327,750
31	Southeast Sector Tributaries	0%	15%	15%	$12,588,000	$1,888,200
32	Dallas Parkway Gravity Sewer	0%	50%	50%	$2,724,000	$1,362,000
33	O'Donnell Offsite Gravity Sewer	0%	30%	30%	$8,315,000	$2,494,500
34	O'Donnell LS & Force Main	0%	95%	95%	$8,623,000	$8,191,850
35	O'Donnell Gravity Sewer	0%	25%	25%	$7,005,000	$1,751,250
36	High Point Gravity Sewer & Lift Station Decommissioning	0%	55%	55%	$3,286,000	$1,807,300
37	Rasor Ranch Package Plant	0%	100%	100%	$11,213,000	$11,213,000
38	Rasor Ranch Gravity Sewer	0%	20%	20%	$25,353,000	$5,070,600
39	Villages of Uptown LS & Force Main	0%	60%	60%	$4,180,000	$2,508,000
40A	Villages of Uptown Gravity Sewer Part A	0%	5%	5%	$3,706,000	$185,300
40B	Villages of Uptown Gravity Sewer Part B	0%	10%	10%	$2,329,000	$232,900
41	Lift Station 1 Gravity Sewer	0%	55%	55%	$765,000	$420,750
42	Lift Station 1 LS & Force Main	0%	90%	90%	$1,714,000	$1,542,600
43	Doe Branch Creek Sewer	0%	5%	5%	$6,462,000	$323,100
44	Dynavest Gravity Sewer	0%	25%	25%	$30,553,000	$7,638,250
45	Chan Moore Gravity Sewer and Lift Station Decommissioning	0%	5%	5%	$8,140,000	$407,000
				TOTAL	$640,770,564	$360,470,583

[1] Utilization in 2020 on proposed projects indicates a portion of the project that will be used to address deficiencies within the existing system, and therefore are not eligible for impact fee cost recovery for future growth.

[2] Project is under construction. Project cost includes $1.5 million for WWTP design.

[3] Costs represent estimated payments to UTRWD to pay for infrastructure. Costs include finance costs.

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

FIGURE 3-1
CITY OF CELINA
WATER SYSTEM
IMPACT FEE ELIGIBLE
CAPITAL IMPROVEMENTS PLAN

LEGEND

- Under Design/Construction Water Line

Proposed Impact Fee Eligible Improvements

- Pump Station
- Pressure Reducing Valve
- Elevated Storage Tank
- Ground Storage Tank
- Distribution Transmission Line
- Water Line
- Supply Transmission Line

Existing Impact Fee Eligible Improvements

- Pump Station
- Elevated Storage Tank
- Ground Storage Tank
- Water Line
- Water/Wastewater Impact Fee Service Area

Existing Water System

- Ground Storage Tank
- Elevated Storage Tank
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Railroad
- Stream
- Lake
- Parcel
- City Limit
- ETJ Boundary
- County Boundary
- Other City Limit

Pressure Planes

- Transfer to HPP
- Transfer to LPP
- High Pressure Plane
- Low Pressure Plane

CELINA TEXAS EST. 1876

FREESE AND NICHOLS

Project	Project Name
A	Increase Firm Capacity of Downtown PS to 13.8 MGD and Increase Firm Capacity of Celina Road PS to 16.0 MGD
B	36-inch Transmission Line
C	24-inch Water Line from Downtown PS to Coit Road EST
D	Coit Road 2.0 MG EST
E	18-inch Water Line along Robinson Dr and Coit Road
F	6.0 MG Celina Road GST
G	18-inch Water Line along N Louisiana Dr and G.A. Moore Pkwy
H	12-line Water Line along Frontier and Preston from Ownsby to Frontier
I	Impact Fee Update
J	12-inch Water Line from J. Fred Smith Pkwy and along Preston Rd
K	18-inch Water Line along Celina Pkwy

THOROUGHFARE PLAN

- Complete Project
- New Build Project
- Widening Project

Project	Project Title
0	24-inch Water Line along Coit Road (City Projects W35 and W36)
1A	18-inch Westside Water Loop Water Line
1B	12- and 20-inch Water Lines along Legacy Drive
1C	24-inch Water Line along Legacy Drive
1D	30-inch Water Line along Legacy Drive
2A	24-inch Water Line along G.A. Moore Parkway
2B	24-inch Water Line along McIlroy Drive
2C	24-inch Water Line along Carl Darnall Parkway
3A	20-inch Water Line along Coit Road
3B	18-inch Water Line along Stallcup Boulevard
3C	12-inch Water Lines along Coit Road and McIlroy Drive
3D	12-inch Water Line along Marilee Drive
4	Increase Firm Capacity of Celina Road Pump Station to 26.7 MGD
5A	42-inch Water Line North from the Celina Road Pump Station
5B	24-inch Water Line along Mobberly Road
6A	20-inch Water Line along SA2 RD1
6B	20-inch Water Line along Preston Road
6C	20-inch Water Line along Marilee Drive
6D	18-inch Water Line along the West Side of Chason Circle
7	18-inch Water Line along Robinson Drive
8	18-inch Water Line along FM 455
9A	18-inch Water Line along J.Fred Smith Parkway and PRV
9B	12-inch Water Line along Walnut Road and County Road 57
10A	New 20 MGD Firm Capacity Pump Station at Celina Road Pump Station
10B	6 MG Ground Storage Tank at Celina Road
11A	Morgan Lakes Delivery Point 25 MGD Firm Capacity Pump Station
11B	10 MG Ground Storage Tank at Morgan Lakes
11C	36-inch Water Line from Ash Street to Proposed Morgan Lakes Pump Station
11D	Decommissioning of Downtown Pump Station
12A	36-inch Water Line along Dallas North Tollway
12B	24-inch Water Line along J. Fred Smith Parkway
13	12-inch and 18-inch Water Lines along Custer Road
14A	12-inch Water Line along Choate Parkway (1)
14B	12-inch Water Line along Choate Parkway (2)
15	12-inch Water Line along Choate Parkway (3)
16A	20-inch Water Line along Roseland Parkway
16B	20-inch Water Line along Ownsby Parkway
16C	12-inch Water Line along Wells Way
17	18-inch Water Line along the Pressure Plane Boundary
18	20-inch and 24-inch Water Lines along Pressure Plane Boundary
19	18-inch Water Line along Glendenning Parkway
20	12-inch Water Line along Dallas North Tollway
21	18-inch Water Line along Collin County Outer Loop
22	20-inch Water Line along Sunset Boulevard
23	18-inch Water Line along Punk Carter Parkway
24	24-inch Water Line along Collin County Outer Loop
25A	24-inch Water Line along O'Brien Drive
25B	30-inch Water Line along Legacy Drive
26A	24-inch Water Line along Legacy Drive (1)
26B	24-inch Water Line along Legacy Drive (2)
27	3.0 MG High Pressure Plane No.1 Elevated Storage Tank
28	18-inch Water Line along Custer Road
29A	20-inch Water Line along Dallas North Tollway
29B	18-inch Water Line along G.A. Moore Parkway
30	20-inch Water Line along Ousley Boulevard
31	24-inch and 30-inch Water Lines along Roseland Parkway
32	24-inch Water Line along J. Fred Smith Parkway
33	30-inch Water Line along Legacy Drive
34	30-inch and 36-inch Water Line along Coit Road
35	Expand Firm Capacity of Morgan Lakes Pump Station to 35 MGD
36	2.5 MG Low Pressure Plane No. 1 Elevated Storage Tank
37A	48-inch and 54-inch Transmission Line
37B	Delivery Point Number 3, 15 MGD Capacity Pump Station
37C	6.0 MG Ground Storage Tank

Proposed Delivery Point No. 3 Pump Station
Firm Capacity = 15 MGD (2030)
6 MG Ground Storage Tank (2030)

Proposed Morgan Lakes Pump Station
Firm Capacity = 25 MGD (2026)
10 MG Ground Storage Tank (2026)
Expand Firm Capacity to 35 MGD (2028)

Proposed Low PP EST No. 1
2.5 MG
Overflow Elevation: 835 ft

Downtown PS
Firm Capacity = 13.8 MGD
Total Capacity = 18.4 MGD
Decommission

Celina Road PS
Firm Capacity = 16.0 MGD
Total Capacity = 21.3 MGD
Expand Firm Capacity to 26.7 MGD (2022)
New 20 MGD Pump Station (2025)
6 MG Ground Storage Tank (2028)

Celina Road
1.0 MG Ground Storage Tank

Light Farms
1.0 MG Elevated Storage Tank
Overflow Elevation: 835 ft

Coit Road
2.0 MG Elevated Storage Tank
Overflow Elevation: 935 ft

Proposed High PP EST No. 1
3.0 MG
Overflow Elevation: 935 ft

COLLIN CO. · GRAYSON CO. · DENTON CO. · COLLIN CO.

Weston · Prosper · McKinney

0 2,700 5,400
SCALE IN FEET

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FIGURE 3-2
CITY OF CELINA
WASTEWATER SYSTEM
IMPACT FEE ELIGIBLE
CAPITAL IMPROVEMENTS PLAN

LEGEND

Proposed Impact Fee Eligible Improvements
- Lift Station
- Wastewater Treatment Plant
- Wastewater Line
- Force Main

Existing Impact Fee Eligible Improvements
- Wastewater Line
- Force Main

Existing Wastewater System
- Lift Station
- 10" and Smaller Wastewater Line
- 12" and Large Wastewater Line
- Force Main
- Road
- Railroad
- Stream
- Lake
- Parcel
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary
- Water/Wastewater Impact Fee Service Area

SUB-BASINS
- Celina East
- Celina North
- Celina West
- Clark Branch
- Doe Branch
- Haw Branch
- Honey Creek East
- Honey Creek South
- Honey Creek West
- Little Elm Creek
- Long Branch
- Wilson Creek

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13 UTRWD Phase III Interceptor

14 UTRWD Doe Branch WRP Expansion from 4 to 6 MGD

Project	Project Title
1	Celina WWTP Expansion
2	Celina North Outfall Sewer Main Upgrades
3	Business 298 Gravity Sewer Upgrades
4	Downtown Gravity Sewer Upgrades
5	Lynn Stambaugh Gravity Sewer Upgrades
6	Heritage Gravity Sewer Upgrades
7	Parkside LS & Force Main Upgrades
8	Parkside Gravity Sewer Upgrades
9	Southside Sanitary Sewer Upgrades
10	Sunset LS & Force Main
11	Sunset Gravity Sewer
12	Shawnee Gravity Sewer & Lift Station Decommissioning
13	UTRWD Phase III Interceptor
14	UTRWD Doe Branch WRP Expansion
15	Parallel Doe Branch Interceptor
16	Parallel Southeast Interceptor
17	Frontier LS & Force Main Upgrades
18	Chan Moore LS & Force Main
19	Cambridge Crossing Gravity Sewer
20	Dynavest WWTP
21	South Dynavest Gravity Sewer
22	La Terra Gravity Sewer
23	La Terra LS & Force Main
24A	Villages of Lakewood Gravity Sewer Part A
24B	Villages of Lakewood Gravity Sewer Part B
24C	Villages of Lakewood Gravity Sewer Part C
25	Villages of Lakewood LS & Force Main
26	Rollertown Gravity Sewer
27	The Cottages Gravity Sewer
28	Wilson Creek Gravity Sewer
29	Harper Smith Gravity Sewer
30A	Southeast Sector Sewer Extension Part A
30B	Southeast Sector Sewer Extension Part B
31	Southeast Sector Tributaries
32	Dallas Parkway Gravity Sewer
33	O'Donnell Offsite Gravity Sewer
34	O'Donnell LS & Force Main
35	O'Donnell Gravity Sewer
36	High Point Gravity Sewer & Lift Station Decommissioning
37	Rasor Ranch Package Plant
38	Rasor Ranch Gravity Sewer
39	Villages of Uptown LS & Force Main
40A	Villages of Uptown Gravity Sewer Part A
40B	Villages of Uptown Gravity Sewer Part B
41	Lift Station 1 Gravity Sewer
42	Lift Station 1 LS & Force Main
43	Doe Branch Creek Sewer
44	Dynavest Gravity Sewer
45	Chan Moore Gravity Sewer and Lift Station Decommissioning

Project	Project Title
A	Southeast Sector Sewer 5B: Parks at Wilson Creek (City Project S08)
B	Southeast Sector Sewer (City Project S01-1, S01-2, S01-3, S01-4, S02)
C	Cambridge Crossing Sewer (City Project S09)
D	WWTP Expansion to 0.95 MGD (City Project S07)
E	Collin College Sewer Line (City Project S10)
F	Impact Fee Update

Rasor Ranch WWTP
Capacity = 1.0 MGD

Lift Station 1
Firm Capacity = 0.4 MGD

Dynavest WWTP
Capacity = 3.0 MGD

Chan Moore Lift Station
Firm Capacity = 2.4 MGD
Decommission

La Terra Lift Station
Firm Capacity = 0.6 MGD

Villages of Lakewood Lift Station
Firm Capacity = 7.4 MGD

Villages of Uptown Lift Station
Firm Capacity = 3.2 MGD

Celina WWTP
Expansion to 0.95 MGD
Expansion to 5.0 MGD

Willock Hills Lift Station

Parkside LS
Firm Capacity = 1.5 MGD

Sunset Lift Station
Firm Capacity = 3.1 MGD

Winn LS

Business 298 LS
Decommission

Shawnee Trail East Lift Station

Shawnee Trail West Lift Station
Decommission

O'Donnell Lift Station
Firm Capacity = 4.0 MGD

High Point Lift Station
Decommission

Carter Ranch Lift Station

Frontier LS
Firm Capacity = 13.8 MGD

Doe Branch
Wastewater Treatment Plant
(UTRWD)
Expand from 4 MGD to 6 MGD

0 2,700 5,400
SCALE IN FEET

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Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

4.0 IMPACT FEE ANALYSIS

The impact fee analysis involves determining the utilization of existing and proposed projects required as defined by the capital improvement plan to serve new development over the next 10-year period. For existing or proposed projects, the impact fee eligible cost is calculated as a percentage of the total project cost, based upon the percentage of the project's capacity required to serve development projected to occur between 2020 and 2030. Capacity serving existing development and development projected to occur more than 10 years in the future cannot be included in the maximum allowable impact fee calculations.

4.1 Service Units

According to Chapter 395 of the Texas Local Government Code, the maximum allowable impact fee may not exceed the amount determined by dividing the cost of required capital improvements by the total number of service units attributed to new development during the impact fee eligibility period. A water service unit is defined as service equivalent to a water connection for a single-family residence. The City of Celina does not directly meter wastewater flows and bills for wastewater services based on the customer's water consumption. Therefore, a wastewater service unit is defined as the wastewater service provided to a customer with a water connection for a single-family residence.

Public, commercial, and industrial connections are converted into service units based upon the capacity of each meter used to provide service. The number of service units required to represent each meter size is based on the safe maximum operating capacity of the appropriate meter type. American Water Works Association (AWWA) standards C700 and C710 (Displacement Meters), C701 (Turbine Meters), and C702 (Compound Meters) were used to determine the safe maximum operating capacity, as these meter types represent those in place and stocked by the City. The service unit equivalent for each meter size used by the City is listed in **Table 4-1**.

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Table 4-1: Service Unit Equivalencies

Meter Size	Meter Type	Safe Maximum Operating Capacity (1) (gpm)	Service Unit Equivalent
3/4"	Displacement	25	0.6
1"	Displacement	40	1.0
1-1/2"	Turbine	100	2.5
2"	Turbine	160	4.0
3"	Compound	320	8.0
4"	Compound	500	12.5
6"	Compound	1,000	25.0
8"	Compound	1,600	40.0
10"	Compound	2,300	57.5

(1) Safe maximum operating capacity is based on AWWA standards C700 and C710, C701, and C702.

Typically, in Celina, single-family residences are served with 1-inch water meters. Larger meters represent public, commercial, and industrial water use.

Table 4-2 shows the water service units for 2020 and the projected service units for 2030. The service units for 2020 and 2030 were calculated by multiplying the number of meters of each meter size by the corresponding service unit equivalent. The growth in service units is the difference between the service units in 2030 and 2020. The SUE growth for both water and wastewater is assumed equal as part of this study, and the SUE growth in **Table 4-2** represents both the water and wastewater growth in service units.

Table 4-2: Water Service Units

Meter Size	2020 Meters	2020 Service Units	2030 Meters	2030 Service Units	Growth in Service Units
3/4"	2,926	1,829	2,926	1,829	0
1"	4,514	4,514	33,769	33,769	29,255
1-1/2"	28	70	280	700	630
2"	166	664	1,656	6,624	5,960
3"	45	360	449	3,592	3,232
4"	**20**	250	200	2,500	2,250
Total	**7,699**	**7,687**	**39,280**	**49,014**	**41,327**

4.2 Maximum Impact Fee Calculations

Texas Local Government Code Chapter 395 outlines the procedures and requirements for calculating maximum allowable impact fees to recover costs associated with capital improvement projects needed due to growth over a 10-year period. Chapter 395 also requires a plan that addresses possible duplication

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

of payments for capital improvements. This plan can either provide a credit for the portion of revenues generated by new development that is used for the payment of eligible improvements, including payment of debt, or reduce the total eligible project costs by 50 percent.

Chapter 395 of the Texas Local Government Code states that the maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period less the credit to account for water and wastewater revenues used to finance capital improvement plans.

The total projected costs include the projected capital improvement costs to serve 10-year development, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the Capital Improvement Plan. A varying interest rate structure was provided by the City to calculate the financing costs. Estimated interest rates to calculate financing costs range from 2.5% in 2022 to over 4% by 2030. **Table 4-3** shows a summary of the maximum allowable impact fee calculations for the City of Celina's water system. **Table 4-4** shows a summary of the maximum allowable impact fee calculations for the City of Celina's wastewater system.

Table 4-3: Maximum Water Impact Fee Calculation

Water Impact Fee	
Total Eligible Capital Improvement Costs	$262,091,624
Total Eligible Financing Costs	$107,158,888
Total Eligible Impact Fee Costs	$369,250,512
Growth in Service Units	41,327
Maximum Water Impact Fee per Service Unit [(1)]	$8,935
Impact Fee Credit per Service Unit [(2)]	$4,467
Maximum Allowable Water Impact Fee [(3)]	**$4,467**

[(1)] Total Eligible Costs divided by the Growth in Service Units.
[(2)] Credit is 50% of Maximum Water Impact Fee per Service Unit.
[(3)] Maximum Allowable Wastewater Impact Fee is Maximum Water Impact Fee minus the Impact Fee Credit per Service Unit.

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Table 4-4: Maximum Wastewater Impact Fee Calculation

Wastewater Impact Fee	
Total Eligible Capital Improvement Costs	$360,470,583
Total Eligible Financing Costs	$74,182,644
Total Eligible Impact Fee Costs	$434,653,227
Growth in Service Units	41,327
Maximum Wastewater Impact Fee per Service Unit [1]	$10,517
Impact Fee Credit per Service Unit [2]	$5,259
Maximum Allowable Wastewater Impact Fee [3]	**$5,259**

[1] Total Eligible Costs divided by the Growth in Service Units.

[2] Credit is 50% of Maximum Wastewater Impact Fee per Service Unit.

[3] Maximum Allowable Wastewater Impact Fee is Maximum Wastewater Impact Fee minus the Impact Fee Credit per Service Unit.

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Appendix A

Water System

Project Cost Estimates

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 1A

Project Name: 18-inch Westside Water Loop Water Line

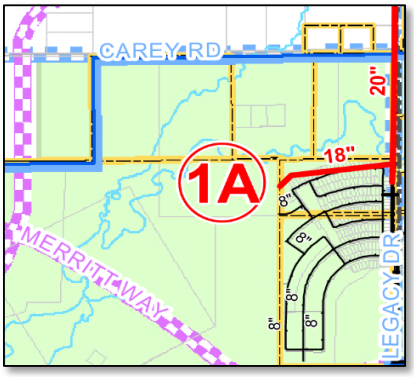
Project Description:

This project includes an 18-inch water line from the proposed 20-inch water line on Legacy Drive west to the Merritt Development in the southwest area of the City.

Project Drivers:

The proposed project will provide additional capacity to serve Merritt Development in the Low Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	2,000	LF	$ 243	$ 486,000
2	20' Utility Easement (Water Main ≥16")	2,000	LF	$ 100	$ 200,000
				SUBTOTAL:	**$ 686,000**
				CONTINGENCY 30%	$ 205,800
				SUBTOTAL:	**$ 891,800**
				ENG/SURVEY 15%	$ 133,800
				SUBTOTAL:	**$ 1,025,600**
				Estimated Project Total:	**$ 1,025,600**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 1B

Project Name: 12- and 20-inch Water Lines along Legacy Drive

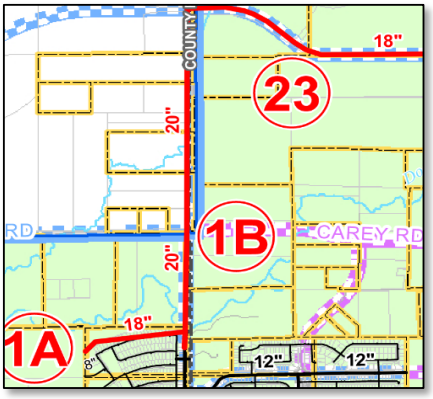
Project Description:

This project includes a 12-inch and 20-inch water line along Legacy Drive. The 12-inch water line will extend from Honey Creek Road north to Project 1A. The 20-inch water line will then extend from Project 1A along Legacy Drive to Punk Carter Parkway.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in the southwest area of the Low Pressure Plane including the Merritt and Creeks of Legacy Developments.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	400	LF	$ 162	$ 64,800
2	20" WL & Appurtenances	6,600	LF	$ 270	$ 1,782,000
3	15' Utility Easement (Water Main ≤ 12")	400	LF	$ 75	$ 30,000
4	20' Utility Easement (Water Main ≥16")	6,600	LF	$ 100	$ 660,000
				SUBTOTAL:	**$ 2,536,800**
				CONTINGENCY 30%	$ 761,100
				SUBTOTAL:	**$ 3,297,900**
				ENG/SURVEY 15%	$ 494,700
				SUBTOTAL:	**$ 3,792,600**
				Estimated Project Total:	**$ 3,792,600**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 1C

Project Name: 24-inch Water Line along Legacy Drive

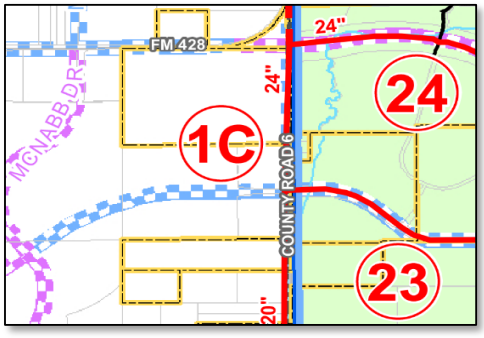
Project Description:

This project includes a 24-inch water line along Legacy Drive from Punk Carter Parkway to Collin County Outer Loop.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in the southwest area of the Low Pressure Plane including the Merritt and Creeks of Legacy Developments.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	2,800	LF	$ 324	$ 907,200
2	20' Utility Easement (Water Main ≥16")	2,800	LF	$ 100	$ 280,000
				SUBTOTAL:	**$ 1,187,200**
			CONTINGENCY	30%	$ 356,200
				SUBTOTAL:	**$ 1,543,400**
			ENG/SURVEY	15%	$ 231,600
				SUBTOTAL:	**$ 1,775,000**
				Estimated Project Total:	**$ 1,775,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 1D

Project Name: 30-inch Water Line along Legacy Drive

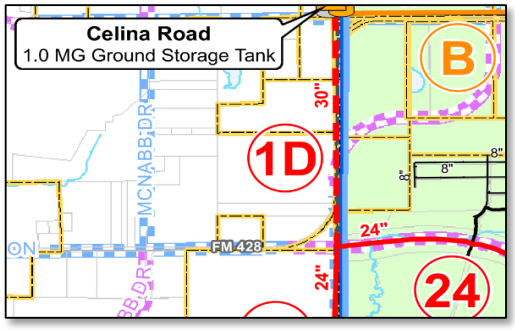
Project Description:

This project includes a 30-inch water line along Legacy Drive from Collin County Outer Loop to the Celina Road Pump Station.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in the southwest area of the Low Pressure Plane including the Merritt and Creeks of Legacy Developments.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	30" WL & Appurtenances	5,000	LF	$ 405	$ 2,025,000
2	20' Utility Easement (Water Main ≥16")	5,000	LF	$ 100	$ 500,000
				SUBTOTAL:	**$ 2,525,000**
			CONTINGENCY	30%	$ 757,500
				SUBTOTAL:	**$ 3,282,500**
			ENG/SURVEY	15%	$ 492,400
				SUBTOTAL:	**$ 3,774,900**
				Estimated Project Total:	**$ 3,774,900**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 2A

Project Name: 24-inch Water Line along G.A. Moore Parkway

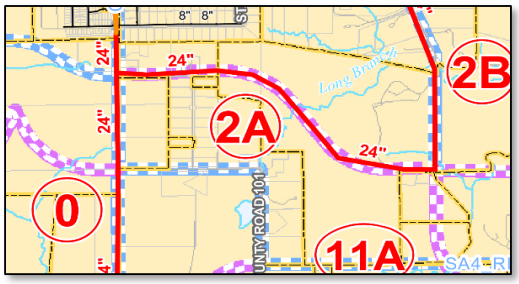
Project Description:

This project includes a 24-inch water line along G.A. Moore Parkway from Coit Road to McIlroy Drive.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in the north area of the High Pressure Plane including the Rasor Ranch and Bray Developments.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	7,400	LF	$ 324	$ 2,397,600
2	20' Utility Easement (Water Main ≥16")	7,400	LF	$ 100	$ 740,000
				SUBTOTAL:	**$ 3,137,600**
			CONTINGENCY	30%	$ 941,300
				SUBTOTAL:	**$ 4,078,900**
			ENG/SURVEY	15%	$ 611,900
				SUBTOTAL:	**$ 4,690,800**
				Estimated Project Total:	**$ 4,690,800**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 2B

Project Name: 24-inch Water Line along McIlroy Drive

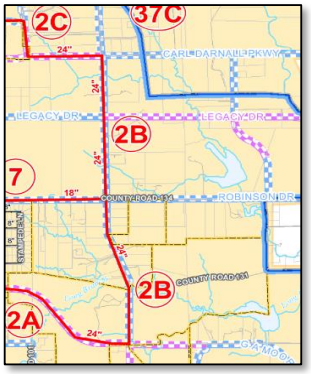
Project Description:

This project includes a 24-inch water line along McIlroy Drive from G.A. Moore Parkway to Carl Darnall Parkway.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in the north area of the High Pressure Plane including the Rasor Ranch and Bray Developments.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	11,800	LF	$ 324	$ 3,823,200
2	20' Utility Easement (Water Main ≥16")	11,800	LF	$ 100	$ 1,180,000
				SUBTOTAL:	**$ 5,003,200**
			CONTINGENCY	30%	$ 1,501,000
				SUBTOTAL:	**$ 6,504,200**
			ENG/SURVEY	15%	$ 975,700
				SUBTOTAL:	**$ 7,479,900**
				Estimated Project Total:	**$ 7,479,900**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 2C

Project Name: 24-inch Water Line along Carl Darnall Parkway

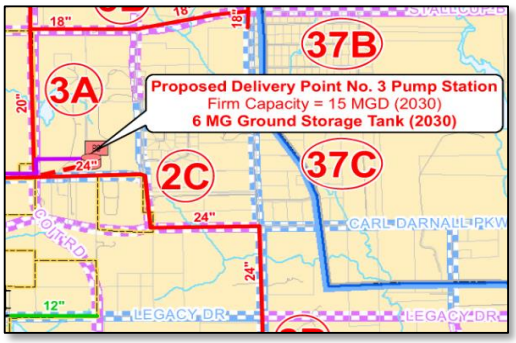
Project Description:

This project includes a 24-inch water line along Carl Darnall Parkway from McIlroy Drive to SA2 RD2, along SA2 RD2 from Carl Darnell Parkway to SA2 RD1, and along SA2 RD1 from SA2 RD2 to Coit Road.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in the north area of the High Pressure Plane including the Rasor Ranch and Bray Developments.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	7,000	LF	$ 324	$ 2,268,000
2	20' Utility Easement (Water Main ≥16")	7,000	LF	$ 100	$ 700,000
				SUBTOTAL:	**$ 2,968,000**
			CONTINGENCY	30%	$ 890,400
				SUBTOTAL:	**$ 3,858,400**
			ENG/SURVEY	15%	$ 578,800
				SUBTOTAL:	**$ 4,437,200**
				Estimated Project Total:	**$ 4,437,200**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

CELINA TEXAS est. 1876 Life Connected.

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 3A

Project Name: 20-inch Water Line along Coit Road

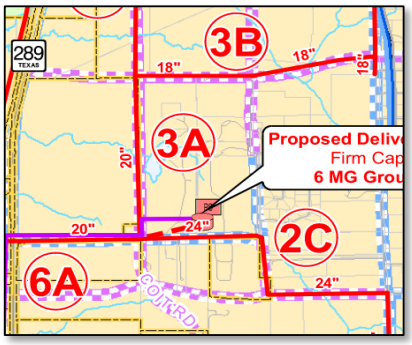
Project Description:

This project includes a 20-inch water line along Coit Road from SA2 RD1 to Stallcup Boulevard.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the north area of the High Pressure Plane including the Bray Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	20" WL & Appurtenances	4,100	LF	$ 270	$ 1,107,000
2	20' Utility Easement (Water Main ≥16")	4,100	LF	$ 100	$ 410,000
				SUBTOTAL:	**$ 1,517,000**
		CONTINGENCY		30%	$ 455,100
				SUBTOTAL:	**$ 1,972,100**
		ENG/SURVEY		15%	$ 295,900
				SUBTOTAL:	**$ 2,268,000**
				Estimated Project Total:	**$ 2,268,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

CELINA TEXAS est. 1876 Life Connected.

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 3B

Project Name: 18-inch Water Line along Stallcup Boulevard

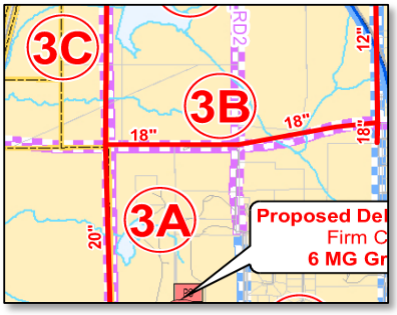
Project Description:

This project includes an 18-inch water line along Stallcup Boulevard from Coit Road to McIlroy Drive.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the north area of the High Pressure Plane including the Bray Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	5,500	LF	$ 243	$ 1,336,500
2	20' Utility Easement (Water Main ≥16")	5,500	LF	$ 100	$ 550,000
				SUBTOTAL:	**$ 1,886,500**
		CONTINGENCY		30%	$ 566,000
				SUBTOTAL:	**$ 2,452,500**
		ENG/SURVEY		15%	$ 367,900
				SUBTOTAL:	**$ 2,820,400**
				Estimated Project Total:	**$ 2,820,400**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

CELINA TEXAS est. 1876 Life Connected.

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 3C

Project Name: 12-inch Water Lines along Coit Road and McIlroy Drive

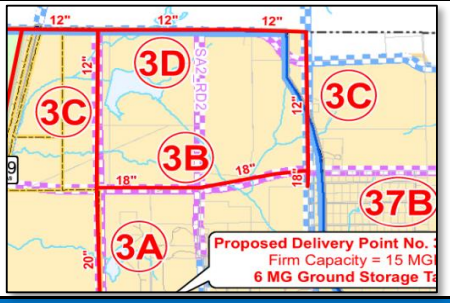
Project Description:

This project includes two 12-inch water lines along Coit Road and McIlroy Drive from Stallcup Boulevard to Marilee Road.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the north area of the High Pressure Plane including the Bray Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	8,000	LF	$ 162	$ 1,296,000
2	15' Utility Easement (Water Main ≤ 12")	8,000	LF	$ 75	$ 600,000
				SUBTOTAL:	**$ 1,896,000**
		CONTINGENCY		30%	$ 568,800
				SUBTOTAL:	**$ 2,464,800**
		ENG/SURVEY		15%	$ 369,800
				SUBTOTAL:	**$ 2,834,600**
				Estimated Project Total:	**$ 2,834,600**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 3D

Project Name: 12-inch Water Line along Marilee Drive

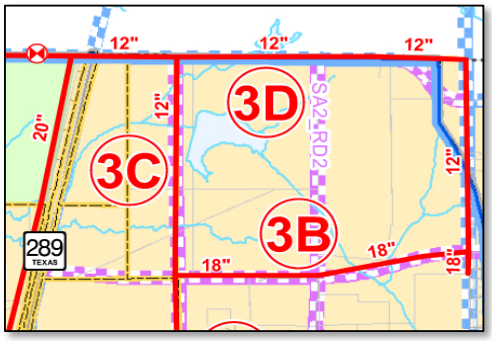
Project Description:

This project includes a 12-inch water line along Marilee Road from McIlroy Drive to Preston Road.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the north area of the High Pressure Plane including the Bray and Rasor Ranch Developments.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	8,200	LF	$ 162	$ 1,328,400
2	15' Utility Easement (Water Main ≤ 12")	8,200	LF	$ 75	$ 615,000
				SUBTOTAL:	**$ 1,943,400**
				CONTINGENCY 30%	$ 583,100
				SUBTOTAL:	**$ 2,526,500**
				ENG/SURVEY 15%	$ 379,000
				SUBTOTAL:	**$ 2,905,500**
				Estimated Project Total:	**$ 2,905,500**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 4

Project Name: Increase Firm Capacity of Celina Road Pump Station to 26.7 MGD

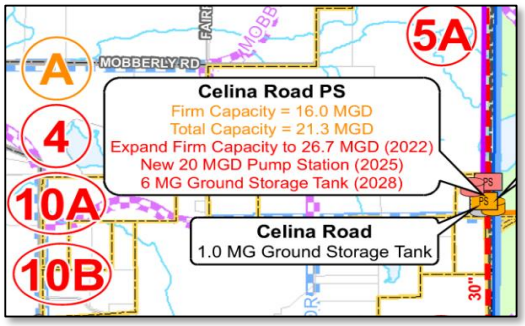
Project Description:

This project includes an expansion of approximately 11 MGD at the Celina Road Pump Station. The two empty pump slots at the pump station will be filled with 3,700 gpm pumps.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the High and Low Pressure Planes.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Pump Station - Expansion 10.7 MGD	1	LS	$ 1,768,200	$ 1,768,200
				SUBTOTAL:	**$ 1,768,200**
		CONTINGENCY		30%	$ 530,500
				SUBTOTAL:	**$ 2,298,700**
		ENG/SURVEY		15%	$ 344,900
				SUBTOTAL:	**$ 2,644,000**
				Estimated Project Total:	**$ 2,644,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 5A

Project Name: 42-inch Water Line North from the Celina Road Pump Station

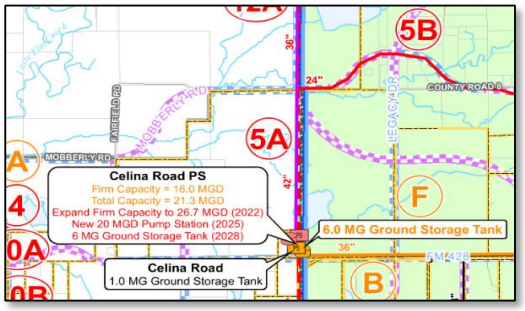
Project Description:

This project includes a 42-inch water line that proceeds north from the Celina Road Pump Station to Mobberly Road.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in the central and north area of the Low Pressure Plane including the Villages of Uptown and Dynavest Developments.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	42" WL & Appurtenances	5,500	LF	$ 567	$ 3,118,500
2	20' Utility Easement (Water Main ≥16")	5,500	LF	$ 100	$ 550,000
				SUBTOTAL:	**$ 3,668,500**
		CONTINGENCY		30%	$ 1,100,600
				SUBTOTAL:	**$ 4,769,100**
		ENG/SURVEY		15%	$ 715,400
				SUBTOTAL:	**$ 5,484,500**
				Estimated Project Total:	**$ 5,484,500**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 5B

Project Name: 24-inch Water Line along Mobberly Road

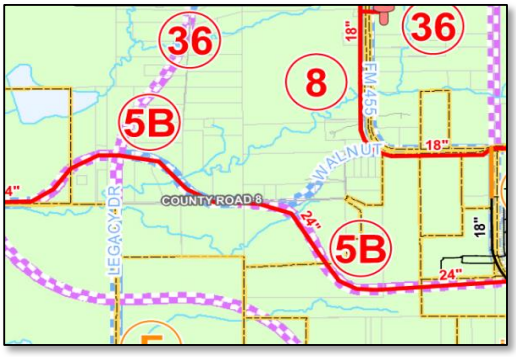
Project Description:

This project includes a 24-inch water line along Mobberly Road from Dallas North Tollway to Celina Parkway.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in Downtown and the central area of the Low Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	14,000	LF	$ 324	$ 4,536,000
2	20' Utility Easement (Water Main ≥16")	14,000	LF	$ 100	$ 1,400,000
				SUBTOTAL:	**$ 5,936,000**
				CONTINGENCY 30%	$ 1,780,800
				SUBTOTAL:	**$ 7,716,800**
				ENG/SURVEY 15%	$ 1,157,600
				SUBTOTAL:	**$ 8,874,400**
				Estimated Project Total:	**$ 8,874,400**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 6A

Project Name: 20-inch Water Line along SA2 RD1

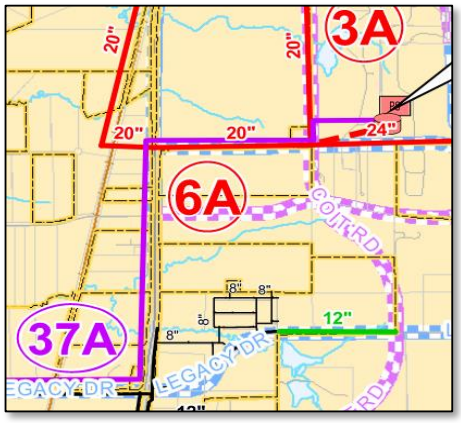
Project Description:

This project includes a 20-inch water line along SA2 RD1 from Coit Road to Preston Road.

Project Drivers:

The proposed project will provide additional capacity to serve the Rasor Ranch Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	20" WL & Appurtenances	3,900	LF	$ 270	$ 1,053,000
2	20' Utility Easement (Water Main ≥16")	3,900	LF	$ 100	$ 390,000
				SUBTOTAL:	**$ 1,443,000**
		CONTINGENCY		30%	$ 432,900
				SUBTOTAL:	**$ 1,875,900**
		ENG/SURVEY		15%	$ 281,400
				SUBTOTAL:	**$ 2,157,300**
				Estimated Project Total:	**$ 2,157,300**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 6B

Project Name: 20-inch Water Line along Preston Road

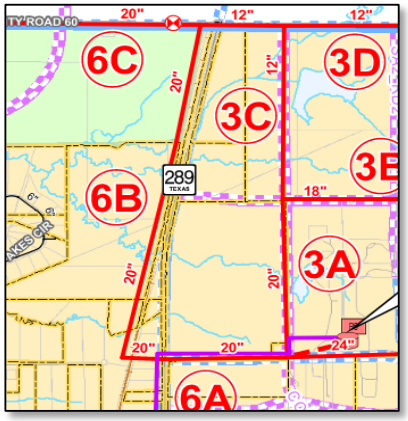
Project Description:

This project includes a 20-inch water line along Preston Road which extends from SA2 RD1 to Marilee Drive.

Project Drivers:

The proposed project will provide additional capacity to serve the Rasor Ranch Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	20" WL & Appurtenances	8,800	LF	$ 270	$ 2,376,000
2	20' Utility Easement (Water Main ≥16")	8,800	LF	$ 100	$ 880,000
				SUBTOTAL:	**$ 3,256,000**
			CONTINGENCY	30%	$ 976,800
				SUBTOTAL:	**$ 4,232,800**
			ENG/SURVEY	15%	$ 635,000
				SUBTOTAL:	**$ 4,867,800**
				Estimated Project Total:	**$ 4,867,800**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 6C

Project Name: 20-inch Water Line along Marilee Drive

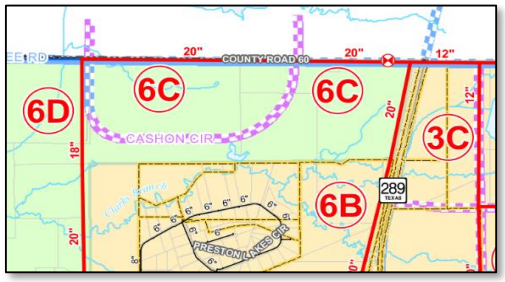
Project Description:

This project includes a 20-inch water line along Marilee Drive from Preston Road to the west end of Cashon Circle.

Project Drivers:

The proposed project will provide additional capacity to serve the Rasor Ranch Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	20" WL & Appurtenances	9,400	LF	$ 270	$ 2,538,000
2	20" PRV	1	LS	$ 34,000	$ 34,000
3	20' Utility Easement (Water Main ≥16")	9,400	LF	$ 100	$ 940,000
				SUBTOTAL:	**$ 3,512,000**
		CONTINGENCY		30%	$ 1,053,600
				SUBTOTAL:	**$ 4,565,600**
		ENG/SURVEY		15%	$ 684,900
				SUBTOTAL:	**$ 5,250,500**
				Estimated Project Total:	**$ 5,250,500**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 6D

Project Name: 18-inch Water Line along the West Side of Chason Circle

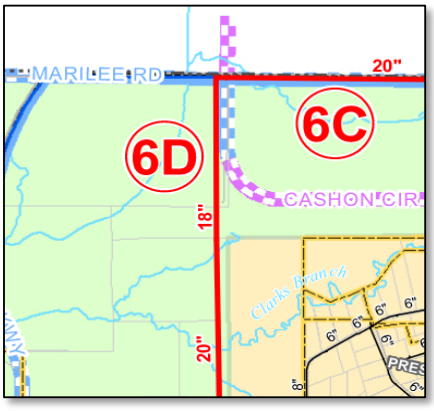
Project Description:

This project includes an 18-inch water line along the west side of Cashon Circle which extends from Marilee Road and terminates at the south end of the Rasor Ranch Development.

Project Drivers:

The proposed project will provide additional capacity to serve the Rasor Ranch Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	3,300	LF	$ 243	$ 801,900
2	20' Utility Easement (Water Main ≥16")	3,300	LF	$ 100	$ 330,000
				SUBTOTAL:	**$ 1,131,900**
				CONTINGENCY 30%	$ 339,600
				SUBTOTAL:	**$ 1,471,500**
				ENG/SURVEY 15%	$ 220,800
				SUBTOTAL:	**$ 1,692,300**
				Estimated Project Total:	**$ 1,692,300**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 7

Project Name: 18-inch Water Line along Robinson Drive

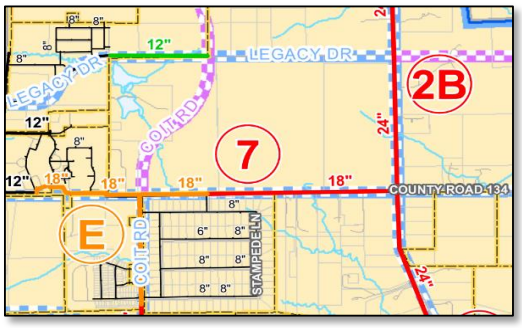
Project Description:

This project includes an 18-inch water line along Robinson Drive from McIlroy Drive to DC Ranch.

Project Drivers:

The proposed project will provide additional capacity to serve growth in the northeast area of the High Pressure Plane and the O'Donnell Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	4,300	LF	$ 243	$ 1,044,900
2	20' Utility Easement (Water Main ≥16")	4,300	LF	$ 100	$ 430,000
				SUBTOTAL:	**$ 1,474,900**
				CONTINGENCY 30%	$ 442,500
				SUBTOTAL:	**$ 1,917,400**
				ENG/SURVEY 15%	$ 287,700
				SUBTOTAL:	**$ 2,205,100**
				Estimated Project Total:	**$ 2,205,100**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 8

Project Name: 18-inch Water Line along FM 455

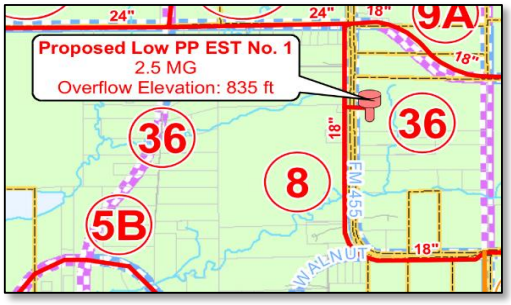
Project Description:

This project includes an 18-inch water line along FM 455 from Celina Parkway to J. Fred Smith Parkway.

Project Drivers:

The proposed project will provide additional capacity to to serve growth in the central area of the Low Pressure Plane and the Villages at Uptown Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	8,600	LF	$ 243	$ 2,089,800
2	20' Utility Easement (Water Main ≥16")	8,600	LF	$ 100	$ 860,000
				SUBTOTAL:	**$ 2,949,800**
			CONTINGENCY	30%	$ 885,000
				SUBTOTAL:	**$ 3,834,800**
			ENG/SURVEY	15%	$ 575,300
				SUBTOTAL:	**$ 4,410,100**
				Estimated Project Total:	**$ 4,410,100**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 9A

Project Name: 18-inch Water Line along J.Fred Smith Parkway and PRV

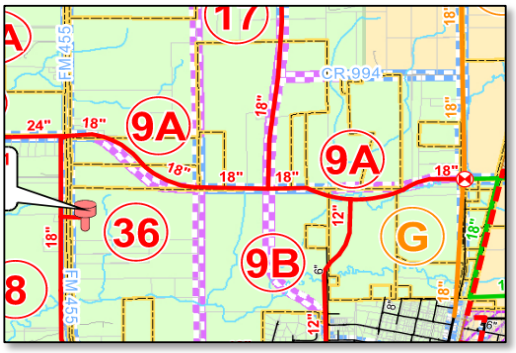
Project Description:

This project includes an 18-inch water line along J. Fred Smith Parkway from BUS 289 to FM455 and a pressure reducing valve to transfer water short term from the High Pressure Plane to the Low Pressure Plane.

Project Drivers:

The proposed project will provide additional capacity to to serve growth in the central area of the Low Pressure Plane and the Villages at Uptown Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	9,500	LF	$ 243	$ 2,308,500
2	18" PRV	1	LS	$ 30,500	$ 30,500
3	20' Utility Easement (Water Main ≥16")	9,500	LF	$ 100	$ 950,000
				SUBTOTAL:	**$ 3,289,000**
		CONTINGENCY		30%	$ 986,700
				SUBTOTAL:	**$ 4,275,700**
		ENG/SURVEY		15%	$ 641,400
				SUBTOTAL:	**$ 4,917,100**
				Estimated Project Total:	**$ 4,917,100**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

CELINA TEXAS est. 1876 Life Connected.

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 9B

Project Name: 12-inch Water Line along Walnut Road and County Road 57

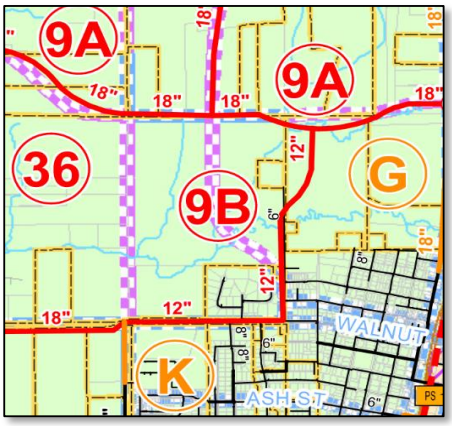
Project Description:

This project includes a 12-inch water line along Walnut Road and County Road 57 from Celina Parkway to J. Fred Smith Parkway.

Project Drivers:

The proposed project will provide additional capacity to serve the Villages at Uptown Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	7,000	LF	$ 162	$ 1,134,000
2	15' Utility Easement (Water Main ≤ 12")	7,000	LF	$ 75	$ 525,000
				SUBTOTAL:	**$ 1,659,000**
				CONTINGENCY 30%	$ 497,700
				SUBTOTAL:	**$ 2,156,700**
				ENG/SURVEY 15%	$ 323,600
				SUBTOTAL:	**$ 2,480,300**
				Estimated Project Total:	**$ 2,480,300**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 10A

Project Name: New 20 MGD Firm Capacity Pump Station at Celina Road Pump Station

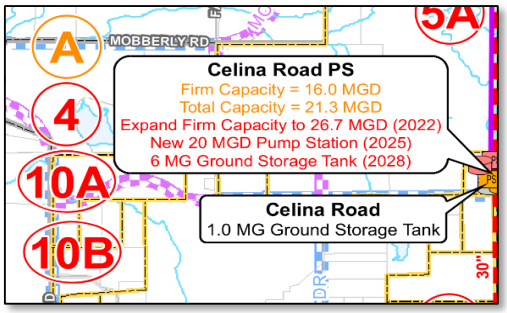
Project Description:

This project includes a new 20 MGD firm capacity pump station at the Celina Road Pump Station Site.

Project Drivers:

The proposed project will provide additional pumping capacity to serve future growth in the Low Pressure Plane and supply the Morgan Lakes Pump Station and Ground Storage Tank.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Pump Station - 20 MGD	1	LS	$ 11,959,500	$ 11,959,500
				SUBTOTAL:	**$ 11,959,500**
				CONTINGENCY 30%	$ 3,587,900
				SUBTOTAL:	**$ 15,547,400**
				ENG/SURVEY 15%	$ 2,332,200
				SUBTOTAL:	**$ 17,880,000**
				Estimated Project Total:	**$ 17,880,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 10B

Project Name: 6 MG Ground Storage Tank at Celina Road

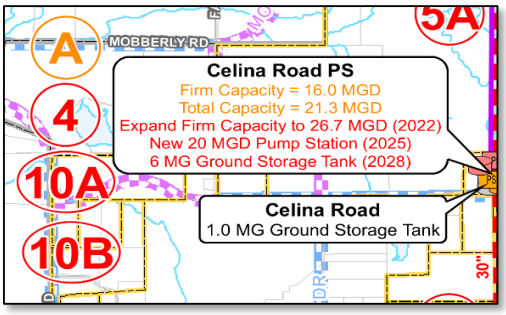
Project Description:

This project includes construction of an additional 6 MG Ground Storage Tank at the Celina Road Pump Station.

Project Drivers:

The proposed project will provide additional storage capacity to serve future growth in the City of Celina.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	6.0 MG Ground Storage Tank	1	LS	$ 7,875,000	$ 7,875,000
				SUBTOTAL:	**$ 7,875,000**
				CONTINGENCY 30%	$ 2,362,500
				SUBTOTAL:	**$ 10,237,500**
				ENG/SURVEY 15%	$ 1,535,700
				SUBTOTAL:	**$ 11,774,000**
				Estimated Project Total:	**$ 11,774,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

CELINA TEXAS est. 1876 Life Connected.

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 11A

Project Name: Morgan Lakes Delivery Point 25 MGD Firm Capacity Pump Station

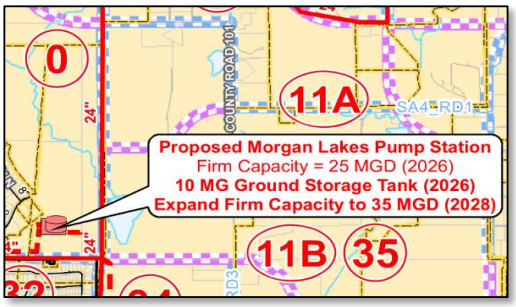
Project Description:

This project includes the construction of a New Pump Station with a firm capacity of 25 MGD near the intersection of J. Fred Smith Parkway and Coit Road.

Project Drivers:

The proposed project will provide additional pumping capacity to serve future growth in the High Pressure Plane after the Downtown Pump Station is decommissioned.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Pump Station - 25 MGD	1	LS	$ 12,752,300	$ 12,752,300
				SUBTOTAL:	**$ 12,752,300**
				CONTINGENCY 30%	$ 3,825,700
				SUBTOTAL:	**$ 16,578,000**
				ENG/SURVEY 15%	$ 2,486,700
				SUBTOTAL:	**$ 19,065,000**
				Estimated Project Total:	**$ 19,065,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 11B

Project Name: 10 MG Ground Storage Tank at Morgan Lakes

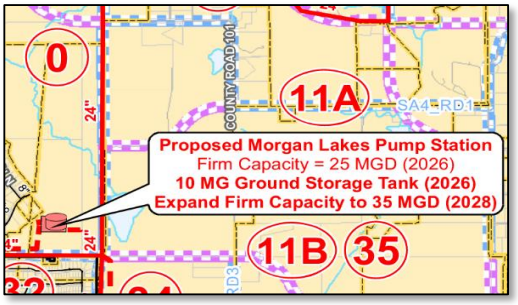
Project Description:

This project includes the construction of a new 10 MG Ground Storage Tank on the proposed Morgan Lakes Pump Station Site.

Project Drivers:

The proposed project will provide additional ground storage capacity to serve future growth in the High Pressure Plane. This GST will also provide elevated storage to the Low Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	10.0 MG Ground Storage Tank	1	LS	$ 10,237,500	$ 10,237,500
				SUBTOTAL:	**$ 10,237,500**
				CONTINGENCY 30%	$ 3,071,300
				SUBTOTAL:	**$ 13,308,800**
				ENG/SURVEY 15%	$ 1,996,400
				SUBTOTAL:	**$ 15,306,000**
				Estimated Project Total:	**$ 15,306,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 11C

Project Name: 36-inch Water Line from Ash Street to Proposed Morgan Lakes Pump Station

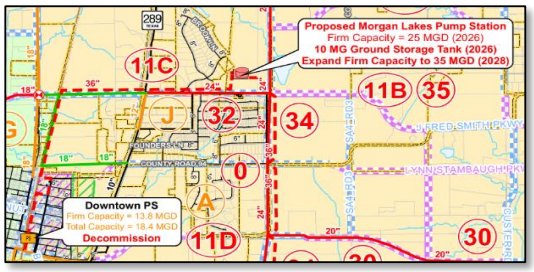
Project Description:

The project includes a 36-inch water line from Ash Street to the proposed Morgan Lakes Pump Station.

Project Drivers:

The proposed project will supply the proposed Morgan Lakes Ground Storage Tank.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	36" WL & Appurtenances	14,300	LF	$ 486	$ 6,949,800
2	20' Utility Easement (Water Main ≥16")	14,300	LF	$ 100	$ 1,430,000
				SUBTOTAL:	**$ 8,379,800**
			CONTINGENCY	30%	$ 2,514,000
				SUBTOTAL:	**$ 10,893,800**
			ENG/SURVEY	15%	$ 1,634,100
				SUBTOTAL:	**$ 12,527,900**
				Estimated Project Total:	**$ 12,527,900**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 11D

Project Name: Decommissioning of Downtown Pump Station

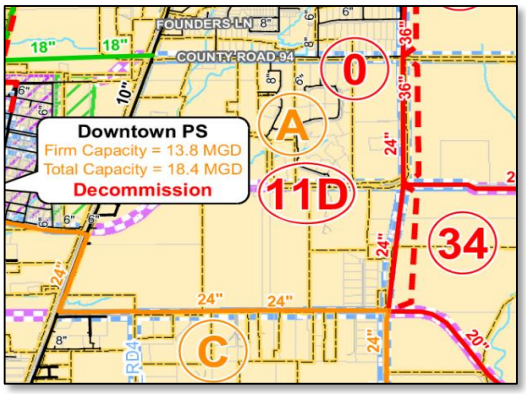
Project Description:

This project includes the decommissioning of the Downtown Pump Station.

Project Drivers:

The construction of Morgan Lakes Pump Station and associated projects will supply the High Pressure Plane and replace the Downtown Pump Station. The Downtown Pump Station is being decommissioned because it does not operate well long term being an in line booster

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Decommission Pump Station	1	LS	$ 525,000	$ 525,000
				SUBTOTAL:	**$ 525,000**
				CONTINGENCY 30%	$ 157,500
				SUBTOTAL:	**$ 682,500**
				ENG/SURVEY 15%	$ 102,400
				SUBTOTAL:	**$ 785,000**
				Estimated Project Total:	**$ 785,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 12A

Project Name: 36-inch Water Line along Dallas North Tollway

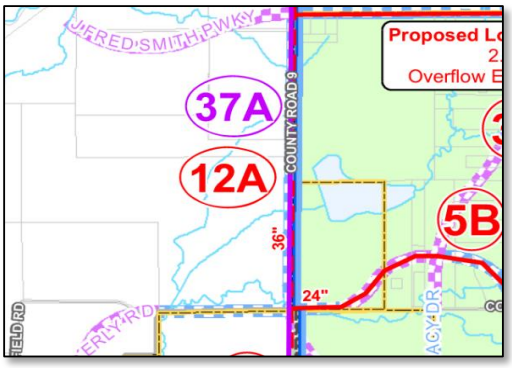
Project Description:

This project includes a 36-inch water line along Dallas North Tollway from Mobberly Road to J. Fred Smith Parkway.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in the central and north area of the Low Pressure Plane including the Dynavest Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	36" WL & Appurtenances	6,800	LF	$ 486	$ 3,304,800
2	20' Utility Easement (Water Main ≥16")	6,800	LF	$ 100	$ 680,000
				SUBTOTAL:	**$ 3,984,800**
		CONTINGENCY		30%	$ 1,195,500
				SUBTOTAL:	**$ 5,180,300**
		ENG/SURVEY		15%	$ 777,100
				SUBTOTAL:	**$ 5,957,400**
				Estimated Project Total:	**$ 5,957,400**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 12B

Project Name: 24-inch Water Line along J. Fred Smith Parkway

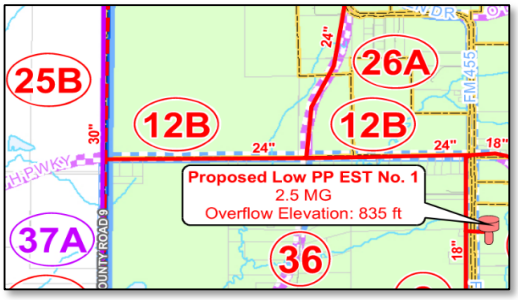
Project Description:

This project includes a 24-inch water line along J. Fred Smith Parkway from Dallas North Tollway to FM 455.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the central area of the Low Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	8,800	LF	$ 324	$ 2,851,200
2	20' Utility Easement (Water Main ≥16")	8,800	LF	$ 100	$ 880,000
				SUBTOTAL:	**$ 3,731,200**
		CONTINGENCY		30%	$ 1,119,400
				SUBTOTAL:	**$ 4,850,600**
		ENG/SURVEY		15%	$ 727,600
				SUBTOTAL:	**$ 5,578,200**
				Estimated Project Total:	**$ 5,578,200**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 13

Project Name: 12-inch and 18-inch Water Lines along Custer Road

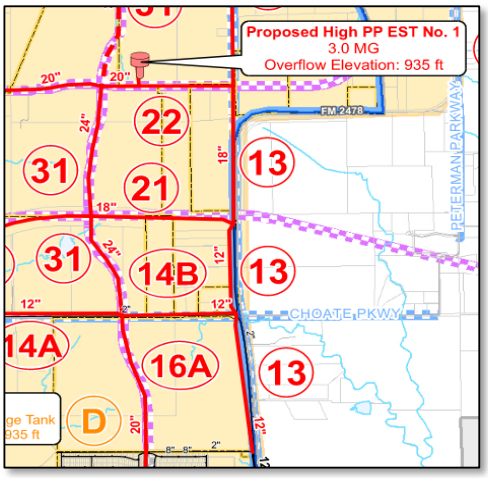
Project Description:

This project includes a 12-inch water line along Custer Road from Brinkmann Ranch Road to Collin County Outer Loop and an 18-inch water line along Custer Road from Collin County Outer Loop to Sunset Boulevard.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern area of the High Pressure Plane

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	4,000	LF	$ 243	$ 972,000
2	12" WL & Appurtenances	6,700	LF	$ 162	$ 1,085,400
3	20' Utility Easement (Water Main ≥16")	4,000	LF	$ 100	$ 400,000
4	15' Utility Easement (Water Main ≤ 12")	6,700	LF	$ 75	$ 502,500
				SUBTOTAL:	**$ 2,959,900**
		CONTINGENCY		30%	$ 888,000
				SUBTOTAL:	**$ 3,847,900**
		ENG/SURVEY		15%	$ 577,200
				SUBTOTAL:	**$ 4,425,100**
				Estimated Project Total:	**$ 4,425,100**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 14A

Project Name: 12-inch Water Line along Choate Parkway (1)

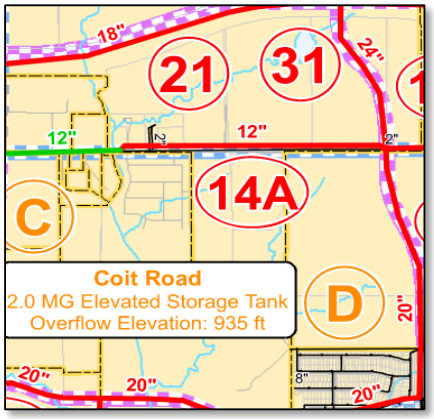
Project Description:

This project includes a 12-inch water line along Choate Parkway to Roseland Parkway.

Project Drivers:

The proposed project will replace an existing 2-inch line and provide additional capacity to serve future growth in the southern area of the High Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	4,900	LF	$ 162	$ 793,800
2	15' Utility Easement (Water Main ≤ 12")	4,900	LF	$ 75	$ 367,500
				SUBTOTAL:	**$ 1,161,300**
		CONTINGENCY		30%	$ 348,400
				SUBTOTAL:	**$ 1,509,700**
		ENG/SURVEY		15%	$ 226,500
				SUBTOTAL:	**$ 1,736,200**
				Estimated Project Total:	**$ 1,736,200**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 14B

Project Name: 12-inch Water Line along Choate Parkway (2)

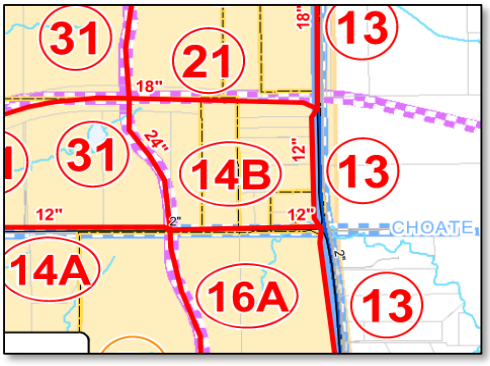
Project Description:

This project includes a 12-inch water line along Choate Parkway from Roseland Parkway to Custer Road.

Project Drivers:

The proposed project will replace an existing 2-inch line and provide additional capacity to serve future growth in the southern area of the High Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	3,100	LF	$ 162	$ 502,200
2	15' Utility Easement (Water Main ≤ 12")	3,100	LF	$ 75	$ 232,500
				SUBTOTAL:	**$ 734,700**
			CONTINGENCY	30%	$ 220,500
				SUBTOTAL:	**$ 955,200**
			ENG/SURVEY	15%	$ 143,300
				SUBTOTAL:	**$ 1,098,500**
				Estimated Project Total:	**$ 1,098,500**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

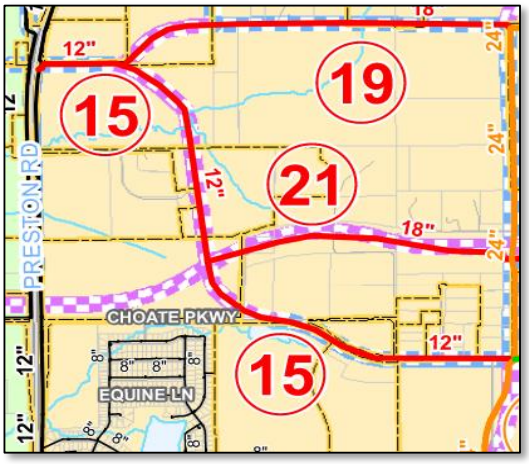
Construction Project Number: 15

Project Name: 12-inch Water Line along Choate Parkway (3)

Project Description:

This project includes 12-inch water line along Choate Parkway from Preston Road to Coit Road.

Vicinity Map



Project Drivers:

The proposed project will provide additional capacity to serve future growth in southern area of the High Pressure Plane.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	11,000	LF	$ 162	$ 1,782,000
2	15' Utility Easement (Water Main ≤ 12")	11,000	LF	$ 75	$ 825,000
				SUBTOTAL:	**$ 2,607,000**
		CONTINGENCY		30%	$ 782,100
				SUBTOTAL:	**$ 3,389,100**
		ENG/SURVEY		15%	$ 508,400
				SUBTOTAL:	**$ 3,897,500**
				Estimated Project Total:	**$ 3,897,500**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 16A

Project Name: 20-inch Water Line along Roseland Parkway

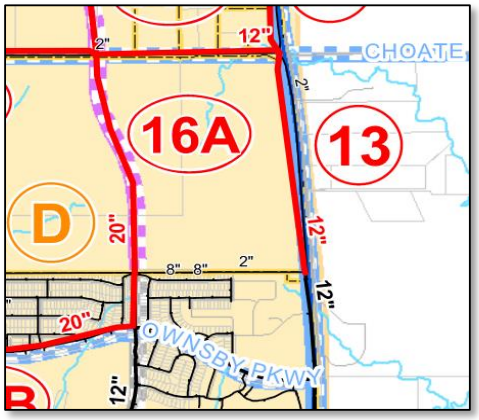
Project Description:

This project includes a 20-inch water line along Roseland Parkway from Choate Parkway to Ownsby Parkway.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern area of the High Pressure Plane and supply the Coit Road EST.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	20" WL & Appurtenances	4,100	LF	$ 270	$ 1,107,000
2	20' Utility Easement (Water Main ≥16")	4,100	LF	$ 100	$ 410,000
				SUBTOTAL:	**$ 1,517,000**
		CONTINGENCY		30%	$ 455,100
				SUBTOTAL:	**$ 1,972,100**
		ENG/SURVEY		15%	$ 295,900
				SUBTOTAL:	**$ 2,268,000**
				Estimated Project Total:	**$ 2,268,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 16B

Project Name: 20-inch Water Line along Ownsby Parkway

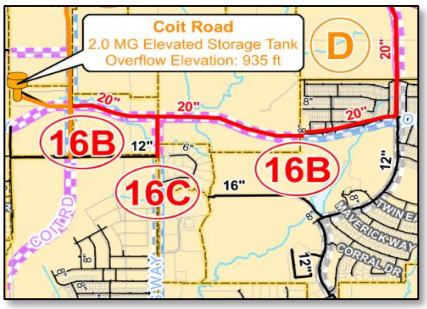
Project Description:

This project includes a 20-inch water line along Ownsby Parkway from Roseland Parkway to Coit Road.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern area of the High Pressure Plane and supply the Coit Road EST.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	20" WL & Appurtenances	9,100	LF	$ 270	$ 2,457,000
2	20' Utility Easement (Water Main ≥16")	9,100	LF	$ 100	$ 910,000
				SUBTOTAL:	**$ 3,367,000**
		CONTINGENCY		30%	$ 1,010,100
				SUBTOTAL:	**$ 4,377,100**
		ENG/SURVEY		15%	$ 656,600
				SUBTOTAL:	**$ 5,033,700**
				Estimated Project Total:	**$ 5,033,700**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 16C

Project Name: 12-inch Water Line along Wells Way

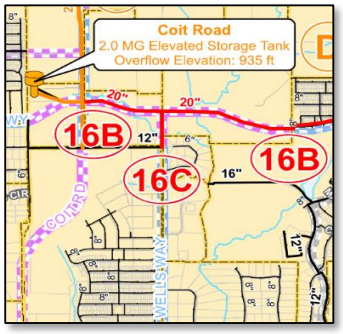
Project Description:

This project includes a 12-inch water line along Wells Way from Ownsby Parkway to CR 84.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern area of the High Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	1,100	LF	$ 162	$ 178,200
2	15' Utility Easement (Water Main ≤ 12")	1,100	LF	$ 75	$ 82,500
				SUBTOTAL:	**$ 260,700**
		CONTINGENCY		30%	$ 78,300
				SUBTOTAL:	**$ 339,000**
		ENG/SURVEY		15%	$ 50,900
				SUBTOTAL:	**$ 389,900**
				Estimated Project Total:	**$ 389,900**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 17

Project Name: 18-inch Water Line along the Pressure Plane Boundary

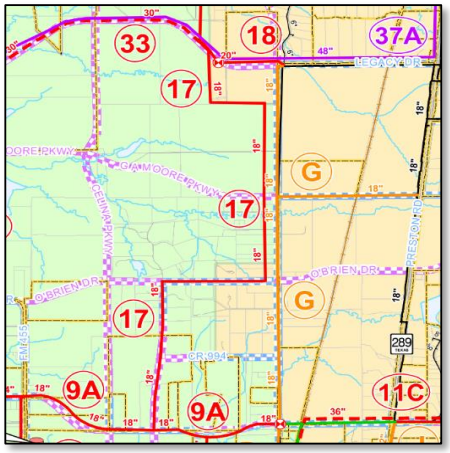
Project Description:

This project includes an 18-inch water line along the pressure plane boundary that begins at the intersection of Cox Lane and J. Fred Smith Parkway, continues north along Cox Lane, east along O'brien Drive, north along Louisiana Drive and the pressure plane boundary to Legacy Drive.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the north area of the Low Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	20,500	LF	$ 243	$ 4,981,500
2	20' Utility Easement (Water Main ≥16")	20,500	LF	$ 100	$ 2,050,000
				SUBTOTAL:	**$ 7,031,500**
		CONTINGENCY		30%	$ 2,109,500
				SUBTOTAL:	**$ 9,141,000**
		ENG/SURVEY		15%	$ 1,371,200
				SUBTOTAL:	**$ 10,512,200**
				Estimated Project Total:	**$ 10,512,200**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 18

Project Name: 20-inch and 24-inch Water Lines along Pressure Plane Boundary

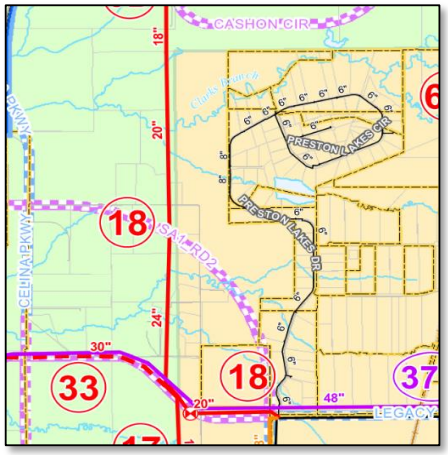
Project Description:

This project includes a 20-inch water line along Legacy Drive from Louisiana Drive to the pressure plane boundary, a 24-inch water line along the pressure plane boundary from Legacy Drive to SA1 RD2, and a 20-inch water line along the pressure plane boundary from SA1 RD2 to the south end of Cashon Circle. This proejct also includes a PRV on the pressure plane boundary to bleed water from the High Pressure Plane.

Project Drivers:

The proposed project will provide additional capacity to serve the north area of the Low Pressure Plane and the Rasor Ranch Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	4,400	LF	$ 324	$ 1,425,600
2	20" WL & Appurtenances	8,600	LF	$ 270	$ 2,322,000
3	20" PRV	1	LS	$ 34,000	$ 34,000
4	20' Utility Easement (Water Main ≥16")	13,000	LF	$ 100	$ 1,300,000
				SUBTOTAL:	**$ 5,081,600**
			CONTINGENCY	30%	$ 1,524,500
				SUBTOTAL:	**$ 6,606,100**
			ENG/SURVEY	15%	$ 991,000
				SUBTOTAL:	**$ 7,597,100**
				Estimated Project Total:	**$ 7,597,100**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 19

Project Name: 18-inch Water Line along Glendenning Parkway

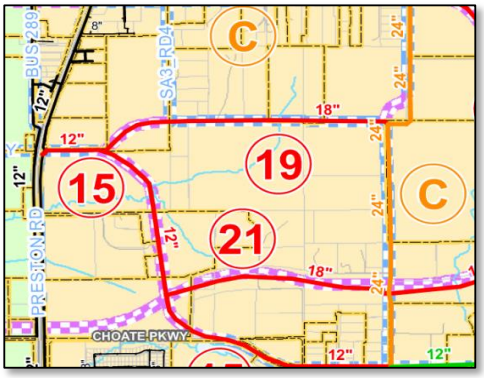
Project Description:

This project includes an 18-inch water lines along Glendenning Parkway from Coit Road to Choate Parkway.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern area of the High Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	6,500	LF	$ 243	$ 1,579,500
2	20' Utility Easement (Water Main ≥16")	6,500	LF	$ 100	$ 650,000
				SUBTOTAL:	**$ 2,229,500**
			CONTINGENCY	30%	$ 668,900
				SUBTOTAL:	**$ 2,898,400**
			ENG/SURVEY	15%	$ 434,800
				SUBTOTAL:	**$ 3,333,200**
				Estimated Project Total:	**$ 3,333,200**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 20

Project Name: 12-inch Water Line along Dallas North Tollway

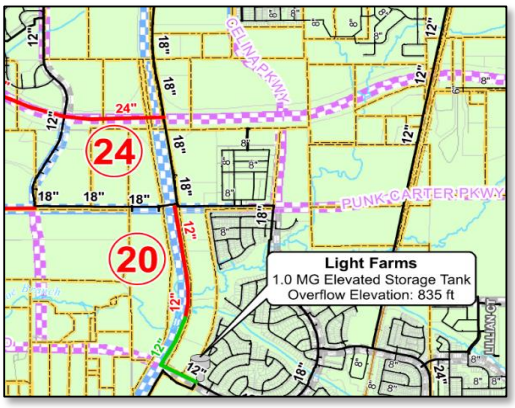
Project Description:

This project includes a 12-inch water line along Dallas North Tollway from Punk Carter Parkway to the under construction 12-inch water line to the Light Farms EST.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern area of the Low Pressure Plane and provide additional supply to the Light Farms EST.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	3,200	LF	$ 162	$ 518,400
2	15' Utility Easement (Water Main ≤ 12")	3,200	LF	$ 75	$ 240,000
				SUBTOTAL:	**$ 758,400**
				CONTINGENCY 30%	$ 227,600
				SUBTOTAL:	**$ 986,000**
				ENG/SURVEY 15%	$ 147,900
				SUBTOTAL:	**$ 1,133,900**
				Estimated Project Total:	**$ 1,133,900**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 21

Project Name: 18-inch Water Line along Collin County Outer Loop

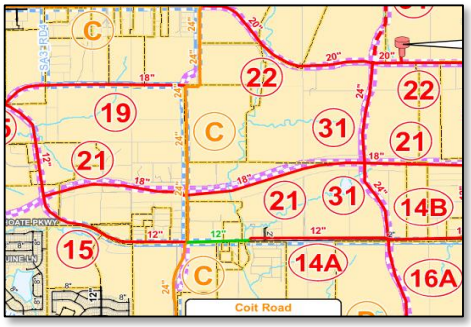
Project Description:

This project includes an 18-inch water line along Collin County Outer Loop from Choate Parkway to Custer Road.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern area of the High Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	15,100	LF	$ 243	$ 3,669,300
2	20' Utility Easement (Water Main ≥16")	15,100	LF	$ 100	$ 1,510,000
				SUBTOTAL:	**$ 5,179,300**
		CONTINGENCY		30%	$ 1,553,800
				SUBTOTAL:	**$ 6,733,100**
		ENG/SURVEY		15%	$ 1,010,000
				SUBTOTAL:	**$ 7,743,100**
				Estimated Project Total:	**$ 7,743,100**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

CELINA TEXAS est. 1876 Life Connected.

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 22

Project Name: 20-inch Water Line along Sunset Boulevard

Project Description:

This project includes a 20-inch water line along Sunset Boulevard from Coit Road to Custer Road.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern area of the High Pressure Plane and the proposed High PP EST No. 1.

Vicinity Map

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	20" WL & Appurtenances	10,300	LF	$ 270	$ 2,781,000
2	20' Utility Easement (Water Main ≥16")	10,300	LF	$ 100	$ 1,030,000
				SUBTOTAL:	**$ 3,811,000**
			CONTINGENCY	30%	$ 1,143,300
				SUBTOTAL:	**$ 4,954,300**
			ENG/SURVEY	15%	$ 743,200
				SUBTOTAL:	**$ 5,697,500**
				Estimated Project Total:	**$ 5,697,500**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 23

Project Name: 18-inch Water Line along Punk Carter Parkway

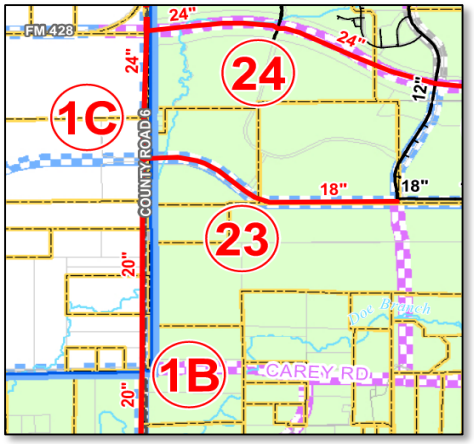
Project Description:

This project includes an 18-inch water line along Punk Carter Parkway from Legacy Drive to Huddleston Drive.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern area of the Low Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	5,300	LF	$ 243	$ 1,287,900
2	20' Utility Easement (Water Main ≥16")	5,300	LF	$ 100	$ 530,000
				SUBTOTAL:	**$ 1,817,900**
				CONTINGENCY 30%	$ 545,400
				SUBTOTAL:	**$ 2,363,300**
				ENG/SURVEY 15%	$ 354,500
				SUBTOTAL:	**$ 2,717,800**
				Estimated Project Total:	**$ 2,717,800**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 24

Project Name: 24-inch Water Line along Collin County Outer Loop

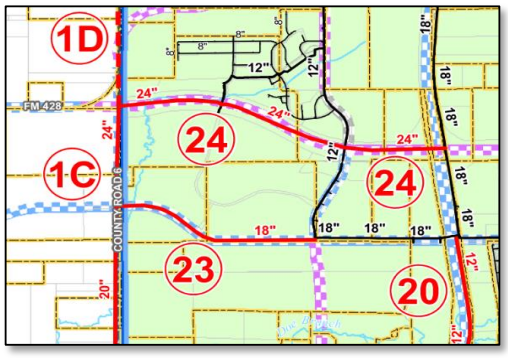
Project Description:

This project includes a 24-inch water line along Collin County Outer Loop from Legacy Drive to Dallas North Tollway.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern area of the Low Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	8,500	LF	$ 324	$ 2,754,000
2	20' Utility Easement (Water Main ≥16")	8,500	LF	$ 100	$ 850,000
				SUBTOTAL:	**$ 3,604,000**
			CONTINGENCY	30%	$ 1,081,200
				SUBTOTAL:	**$ 4,685,200**
			ENG/SURVEY	15%	$ 702,800
				SUBTOTAL:	**$ 5,388,000**
				Estimated Project Total:	**$ 5,388,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 25A

Project Name: 24-inch Water Line along O'Brien Drive

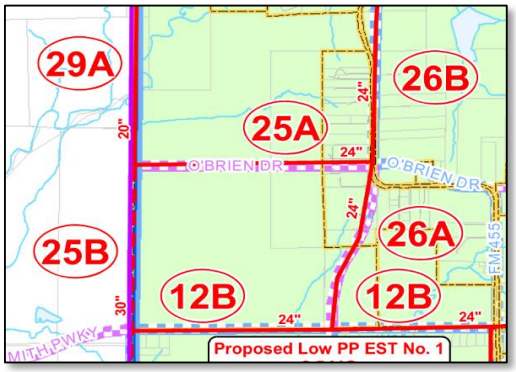
Project Description:

This project includes a 24-inch water line along O'Brien Drive from Dallas North Tollway to Legacy Drive.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the north area of the Low Pressure Plane including the Dynavest Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	5,800	LF	$ 324	$ 1,879,200
2	20' Utility Easement (Water Main ≥16")	5,800	LF	$ 100	$ 580,000
				SUBTOTAL:	**$ 2,459,200**
				CONTINGENCY 30%	$ 737,800
				SUBTOTAL:	**$ 3,197,000**
				ENG/SURVEY 15%	$ 479,600
				SUBTOTAL:	**$ 3,676,600**
				Estimated Project Total:	**$ 3,676,600**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 25B

Project Name: 30-inch Water Line along Legacy Drive

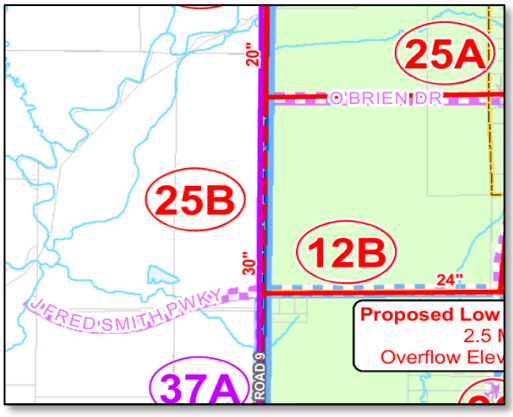
Project Description:

This project includes a 30-inch water line along Legacy Drive from J. Fred Smith Parkway to O'Brien Drive.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the north area of the Low Pressure Plane including the Dynavest Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	30" WL & Appurtenances	4,400	LF	$ 405	$ 1,782,000
2	20' Utility Easement (Water Main ≥16")	4,400	LF	$ 100	$ 440,000
				SUBTOTAL:	**$ 2,222,000**
		CONTINGENCY		30%	$ 666,600
				SUBTOTAL:	**$ 2,888,600**
		ENG/SURVEY		15%	$ 433,300
				SUBTOTAL:	**$ 3,321,900**
				Estimated Project Total:	**$ 3,321,900**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 26A

Project Name: 24-inch Water Line along Legacy Drive (1)

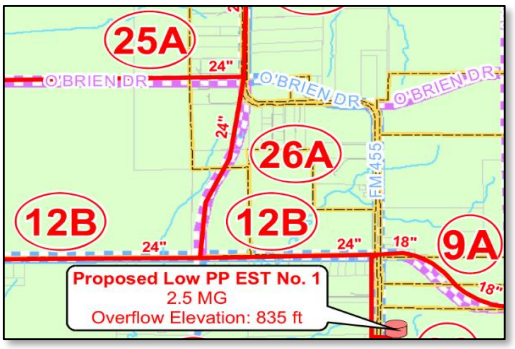
Project Description:

This project includes a 24-inch water line along Legacy Drive from J. Fred Smith Parkway to O'Brien Drive.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in the north area of the Low Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	4,600	LF	$ 324	$ 1,490,400
2	20' Utility Easement (Water Main ≥16")	4,600	LF	$ 100	$ 460,000
				SUBTOTAL:	**$ 1,950,400**
		CONTINGENCY		30%	$ 585,200
				SUBTOTAL:	**$ 2,535,600**
		ENG/SURVEY		15%	$ 380,400
				SUBTOTAL:	**$ 2,916,000**
				Estimated Project Total:	**$ 2,916,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 26B

Project Name: 24-inch Water Line along Legacy Drive (2)

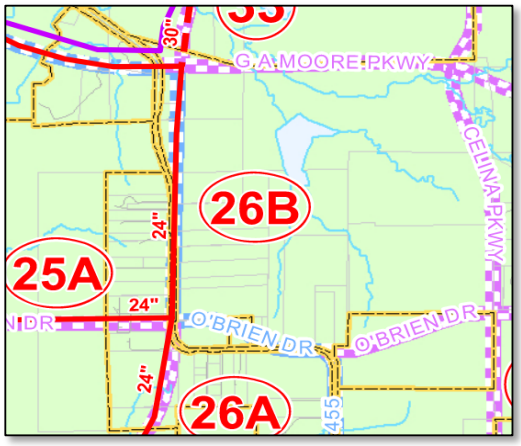
Project Description:

This project includes 24-inch water lines along Legacy Drive from O'Brien Drive to G.A Moore Parkway.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in the north area of the Low Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	5,100	LF	$ 324	$ 1,652,400
2	20' Utility Easement (Water Main ≥16")	5,100	LF	$ 100	$ 510,000
				SUBTOTAL:	**$ 2,162,400**
		CONTINGENCY		30%	$ 648,800
				SUBTOTAL:	**$ 2,811,200**
		ENG/SURVEY		15%	$ 421,700
				SUBTOTAL:	**$ 3,232,900**
				Estimated Project Total:	**$ 3,232,900**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 27

Project Name: 3.0 MG High Pressure Plane No.1 Elevated Storage Tank

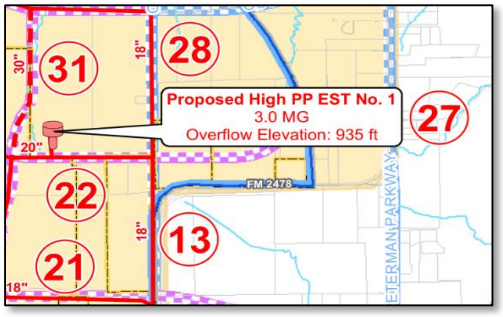
Project Description:

This project includes the construction of a 3.0 MG Elevated Storage Tank in the High Pressure Plane at the intersection of Sunset Boulevard and Roseland Parkway as well as a 24-inch water line from the EST to proposed Project 22.

Project Drivers:

The proposed project will provide additional storage capacity in the High Pressure Plane and help meet TCEQ elevated storage requirements for future growth.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	3.0 MG Elevated Storage Tank	1	LS	$ 7,929,000	$ 7,929,000
				SUBTOTAL:	**$ 7,929,000**
		CONTINGENCY		20%	$ 1,585,800
				SUBTOTAL:	**$ 9,514,800**
		ENG/SURVEY		15%	$ 1,427,300
				SUBTOTAL:	**$ 10,943,000**
				Estimated Project Total:	**$ 10,943,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 28

Project Name: 18-inch Water Line along Custer Road

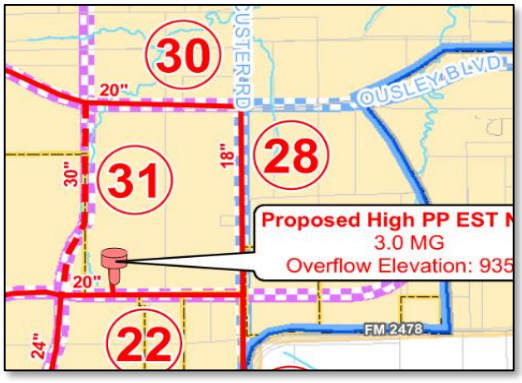
Project Description:

This project includes an 18-inch water line along Custer Road from Sunset Boulevard to Ousley Boulevard.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern area of the High Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	4,000	LF	$ 243	$ 972,000
2	20' Utility Easement (Water Main ≥16")	4,000	LF	$ 100	$ 400,000
				SUBTOTAL:	**$ 1,372,000**
			CONTINGENCY	30%	$ 411,600
				SUBTOTAL:	**$ 1,783,600**
			ENG/SURVEY	15%	$ 267,600
				SUBTOTAL:	**$ 2,051,200**
				Estimated Project Total:	**$ 2,051,200**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 29A

Project Name: 20-inch Water Line along Dallas North Tollway

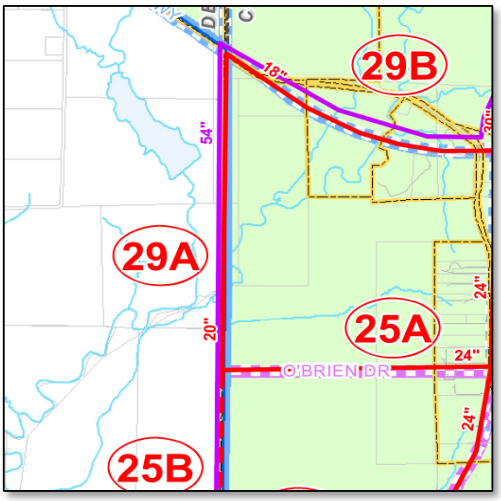
Project Description:

This project includes a 20-inch water line along Dallas North Tollway from O'Brien Drive to G.A Moore Parkway.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the north area of the Low Pressure Plane including the Dynavest Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	20" WL & Appurtenances	7,400	LF	$ 270	$ 1,998,000
2	20' Utility Easement (Water Main ≥16")	7,400	LF	$ 100	$ 740,000
				SUBTOTAL:	**$ 2,738,000**
		CONTINGENCY		30%	$ 821,400
				SUBTOTAL:	**$ 3,559,400**
		ENG/SURVEY		15%	$ 534,000
				SUBTOTAL:	**$ 4,093,400**
				Estimated Project Total:	**$ 4,093,400**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

FREESE AND NICHOLS

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2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 29B

Project Name: 18-inch Water Line along G.A. Moore Parkway

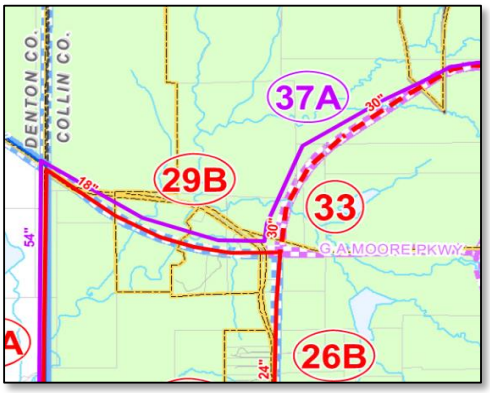
Project Description:

This project includes an 18-inch water line that proceeds along G.A Moore Parkway from Dallas North Tollway to Legacy Drive.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the north area of the Low Pressure Plane including the Dynavest Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" WL & Appurtenances	6,500	LF	$ 243	$ 1,579,500
2	20' Utility Easement (Water Main ≥16")	6,500	LF	$ 100	$ 650,000
				SUBTOTAL:	**$ 2,229,500**
				CONTINGENCY 30%	$ 668,900
				SUBTOTAL:	**$ 2,898,400**
				ENG/SURVEY 15%	$ 434,800
				SUBTOTAL:	**$ 3,333,200**
				Estimated Project Total:	**$ 3,333,200**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 30

Project Name: 20-inch Water Line along Ousley Boulevard

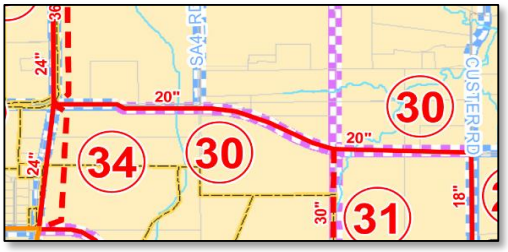
Project Description:

This project includes a 20-inch water line along Ousley Boulevard from Coit Road to Custer Road.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern and central area of the High Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	20" WL & Appurtenances	9,200	LF	$ 270	$ 2,484,000
2	20' Utility Easement (Water Main ≥16")	9,200	LF	$ 100	$ 920,000
				SUBTOTAL:	**$ 3,404,000**
		CONTINGENCY		30%	$ 1,021,200
				SUBTOTAL:	**$ 4,425,200**
		ENG/SURVEY		15%	$ 663,800
				SUBTOTAL:	**$ 5,089,000**
				Estimated Project Total:	**$ 5,089,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 31

Project Name: 24-inch and 30-inch Water Lines along Roseland Parkway

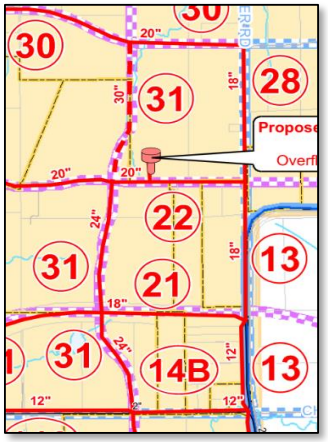
Project Description:

This project includes a 24-inch water line along Roseland Parkway from Choate Parkway to Sunset Boulevard and a 30-inch water line from Sunset Boulevard to Ousley Boulevard.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in the southern and central area of the High Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	30" WL & Appurtenances	4,100	LF	$ 405	$ 1,660,500
2	24" WL & Appurtenances	6,900	LF	$ 324	$ 2,235,600
3	20' Utility Easement (Water Main ≥16")	11,000	LF	$ 100	$ 1,100,000
				SUBTOTAL:	**$ 4,996,100**
			CONTINGENCY	30%	$ 1,498,900
				SUBTOTAL:	**$ 6,495,000**
			ENG/SURVEY	15%	$ 974,300
				SUBTOTAL:	**$ 7,469,300**
				Estimated Project Total:	**$ 7,469,300**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 32

Project Name: 24-inch Water Line along J. Fred Smith Parkway

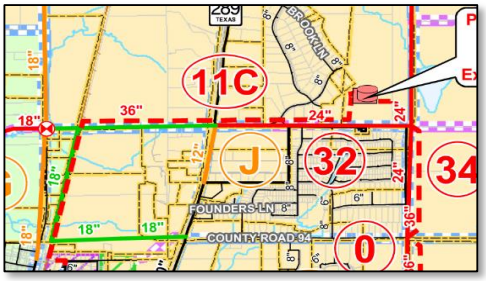
Project Description:

This project includes a 24-inch water line along J. Fred Smith Parkway from Preston Road to Coit Road.

Project Drivers:

The proposed project will provide additional transmission capacity to serve future growth in the central area of the High Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	4,700	LF	$ 324	$ 1,522,800
2	20' Utility Easement (Water Main ≥16")	4,700	LF	$ 100	$ 470,000
				SUBTOTAL:	**$ 1,992,800**
			CONTINGENCY	30%	$ 597,900
				SUBTOTAL:	**$ 2,590,700**
			ENG/SURVEY	15%	$ 388,700
				SUBTOTAL:	**$ 2,979,400**
				Estimated Project Total:	**$ 2,979,400**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 33

Project Name: 30-inch Water Line along Legacy Drive

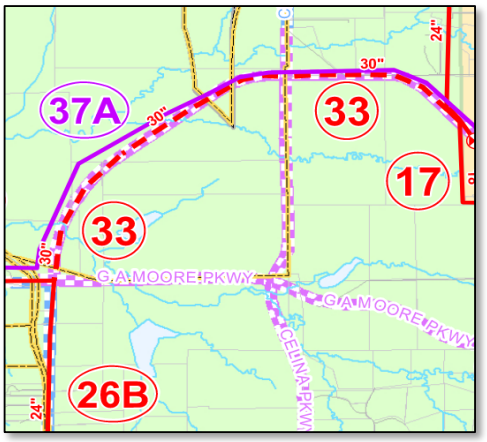
Project Description:

This project includes a 30-inch water line along Legacy Drive from G.A. Moore Parkway to Project 18 along Legacy Drive.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the north area of the Low Pressure Plane including the Dynavest Development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	30" WL & Appurtenances	12,700	LF	$ 405	$ 5,143,500
2	20' Utility Easement (Water Main ≥16")	12,700	LF	$ 100	$ 1,270,000
				SUBTOTAL:	**$ 6,413,500**
				CONTINGENCY 30%	$ 1,924,100
				SUBTOTAL:	**$ 8,337,600**
				ENG/SURVEY 15%	$ 1,250,700
				SUBTOTAL:	**$ 9,588,300**
				Estimated Project Total:	**$ 9,588,300**

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City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 34

Project Name: 30-inch and 36-inch Water Line along Coit Road

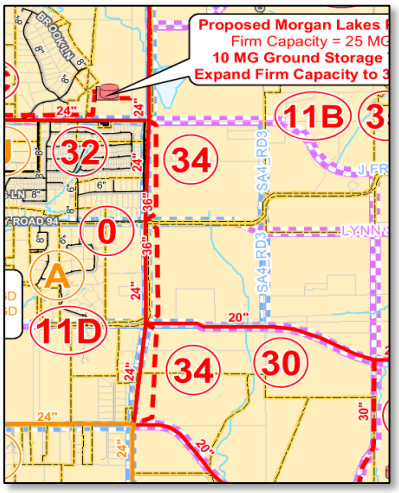
Project Description:

This project includes a 30-inch and 36-inch water line parallel to the existing 24-inch line along Coit Road from the proposed Morgan Lakes Delivery Point to Sunset Boulevard.

Project Drivers:

The proposed project will provide additional capacity to serve future growth in the southern area of the High Pressure Plane and additonal supply to the Coit Road EST.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	36" WL & Appurtenances	7,500	LF	$ 486	$ 3,645,000
2	30" WL & Appurtenances	3,400	LF	$ 405	$ 1,377,000
3	20' Utility Easement (Water Main ≥16")	10,900	LF	$ 100	$ 1,090,000
				SUBTOTAL:	**$ 6,112,000**
		CONTINGENCY		30%	$ 1,833,600
				SUBTOTAL:	**$ 7,945,600**
		ENG/SURVEY		15%	$ 1,191,900
				SUBTOTAL:	**$ 9,137,500**
				Estimated Project Total:	**$ 9,137,500**

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City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 35

Project Name: Expand Firm Capacity of Morgan Lakes Pump Station to 35 MGD

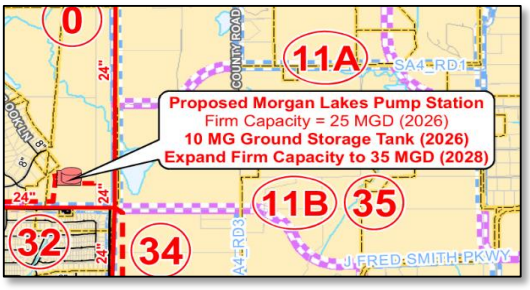
Project Description:

This project includes a 10 MGD firm capacity expansion at the Morgan Lakes Pump Station. It is assumed that the expansion will include adding pumps into empty slots.

Project Drivers:

The proposed project will provide additional pumping capacity to serve future growth in the High Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Pump Station - Expansion 10.0 MGD	1	LS	$ 1,689,100	$ 1,689,100
				SUBTOTAL:	**$ 1,689,100**
				CONTINGENCY 30%	$ 506,800
				SUBTOTAL:	**$ 2,195,900**
				ENG/SURVEY 15%	$ 329,400
				SUBTOTAL:	**$ 2,525,300**
				Estimated Project Total:	**$ 2,525,300**

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City of Celina

FREESE AND NICHOLS

CELINA TEXAS est. 1876 Life Connected.

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 36

Project Name: 2.5 MG Low Pressure Plane No. 1 Elevated Storage Tank

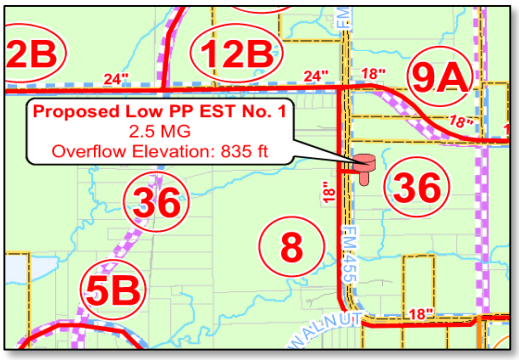
Project Description:

This project includes the construction of a new 2.5 MG Elevated Storage Tank in the Low Pressure Plane along FM 455 at the Villages of Uptown Development.

Project Drivers:

The proposed project will provide additional storage capacity to serve future growth in the Low Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	2.5 MG Elevated Storage Tank	1	LS	$ 6,957,800	$ 6,957,800
				SUBTOTAL:	**$ 6,957,800**
				CONTINGENCY 20%	$ 1,391,600
				SUBTOTAL:	**$ 8,349,400**
				ENG/SURVEY 15%	$ 1,252,500
				SUBTOTAL:	**$ 9,602,000**
				Estimated Project Total:	**$ 9,602,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 37A

Project Name: 48-inch and 54-inch Transmission Line

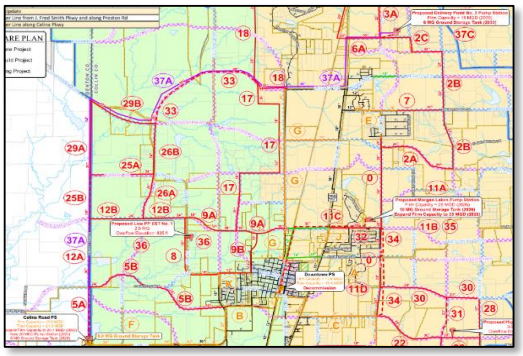
Project Description:

This project includes the construction of a 54-inch supply transmission line from Celina Road Pump Station along Dallas North Tollway to G.A. Moore Parkway and a 48-inch supply transmission line along Legacy Drive from G.A Moore Parkway to Proposed Delivery Point No. 3 Pump Station.

Project Drivers:

The proposed project will supply water from UTRWD to Proposed Delivery Point No. 3 Pump Station.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	54" WL & Appurtenances	35,100	LF	$ 729	$ 25,587,900
2	48" WL & Appurtenances	25,400	LF	$ 648	$ 16,459,200
3	20' Utility Easement (Water Main ≥16")	60,500	LF	$ 100	$ 6,050,000
				SUBTOTAL:	**$ 48,097,100**
		CONTINGENCY		30%	$ 14,429,200
				SUBTOTAL:	**$ 62,526,300**
		ENG/SURVEY		15%	$ 9,379,000
				SUBTOTAL:	**$ 71,905,300**
				Estimated Project Total:	**$ 71,905,300**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 37B

Project Name: Delivery Point Number 3, 15 MGD Capacity Pump Station

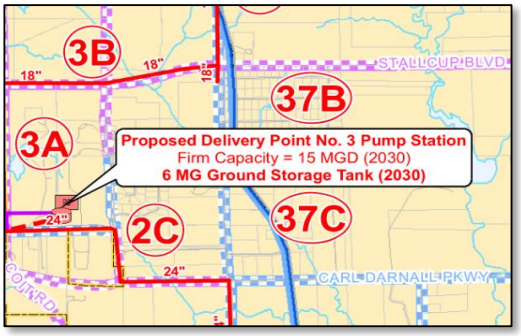
Project Description:

This project includes the construction of a new 15 MGD Firm Capacity Pump Station in the north area of the High Pressure Plane.

Project Drivers:

The proposed project will provide additional pumping capacity to serve future growth in the High Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Pump Station - New 15 MGD	1	LS	$ 10,988,300	$ 10,988,300
				SUBTOTAL:	**$ 10,988,300**
		CONTINGENCY		30%	$ 3,296,500
				SUBTOTAL:	**$ 14,284,800**
		ENG/SURVEY		15%	$ 2,142,800
				SUBTOTAL:	**$ 16,428,000**
				Estimated Project Total:	**$ 16,428,000**

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City of Celina

2030 Water Capital Improvement Cost Estimate — **June 10, 2021**

Construction Project Number: 37C

Project Name: 6.0 MG Ground Storage Tank

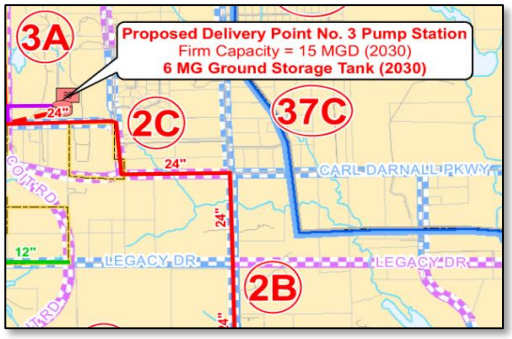
Project Description:

This project includes the construction of a 6 MG Ground Storage Tank at Proposed Delivery Point No. 3 Pump Station.

Project Drivers:

The proposed project will provide additional storage capacity to serve future growth in the High Pressure Plane.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	6.0 MG Ground Storage Tank	1	LS	$ 7,875,000	$ 7,875,000
				SUBTOTAL:	**$ 7,875,000**
				CONTINGENCY 30%	$ 2,362,500
				SUBTOTAL:	**$ 10,237,500**
				ENG/SURVEY 15%	$ 1,535,700
				SUBTOTAL:	**$ 11,774,000**
				Estimated Project Total:	**$ 11,774,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Appendix B

Wastewater System

Project Cost Estimates

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project No.	Project Notes	Project Name	Proposed CIP	Cost	Trigger
1	Provides capacity for known future development.	Celina WWTP Expansion	Expand capacity of the existing Celina WWTP to 5 MGD. Project may be completed in phases.	$ 59,800,000	Wet Weather
2	Project addresses existing capacity issues.	Celina North Outfall Sewer Main Upgrades	Upsize 1,670 LF 8'' Gravity Sewer to 12''	$ 661,000	Wet Weather
3	Project addresses existing capacity issues during wet weather.	Business 298 Gravity Sewer Upgrades	Upsize 2,770 LF of 8'' Gravity Sewer to 12'' Gravity Sewer	$ 1,171,000	Wet Weather
4	Project addresses existing capacity issues during wet weather.	Downtown Gravity Sewer Upgrades	Upsize 10,250 LF 12''-24'' Gravity Sewer to: 960 LF 18''; 7,740 LF 24''; 1,520 LF 30'' and 30 LF 36'' Gravity Sewer	$ 8,420,000	Wet Weather
5	Project addresses existing capacity issues during wet weather.	Lynn Stambaugh Gravity Sewer Upgrades	Upgrade 3,130 LF 8'' Gravity Sewer to 1,850 LF 12'' and 1,280 LF 18'' Gravity Sewer	$ 1,490,000	Wet Weather
6	Project addresses existing capacity issues during wet weather.	Heritage Gravity Sewer Upgrades	Upsize 2,660 LF 8'' Gravity Sewer to 12''	$ 1,052,000	Wet Weather
7	Project addresses existing capacity issues during wet weather.	Parkside LS & Force Main Upgrades	Expand capacity of existing lift station to 1.5 MGD and upsize existing 6'' Force Main to 3,170 LF 8'' Force Main	$ 738,000	Wet Weather
8	Project addresses existing capacity issues during wet weather.	Parkside Gravity Sewer Upgrades	Upsize 1,910 LF existing 8'' Gravity Sewer to 12'' Gravity Sewer	$ 756,000	Wet Weather
9	Project required to provide adequate downstream capacity for Projects 10 and 11.	Southside Sanitary Sewer Upgrades	Upsize existing sewer to 3,340 LF 24'' and 5,270 LF 30'' Gravity Sewer	$ 7,839,000	Wet Weather
10	Project addresses existing capacity issues during wet weather.	Sunset LS & Force Main	Construct 3.1 MGD Lift Station and 2,590 LF 16'' Force Main. Decommission existing Oklahoma Lift Station.	$ 3,697,000	Wet Weather
11	Project addresses existing capacity issues during wet weather.	Sunset Gravity Sewer	Replace existing sewer with 320 LF 8''; 2,610 LF 12''; and 6,240 LF 18'' Gravity Sewer	$ 4,979,000	Wet Weather
12	Allows for decommissioning of lift station.	Shawnee Gravity Sewer & Lift Station Decommissioning	Install 3,030 LF 8'' Gravity Sewer and Decommission existing Shawnee Lift Station	$ 1,308,000	Wet Weather
13	Provides capacity for future development.	UTRWD Phase III Interceptor	Estimated 19,000 LF of 66" Phase III Interceptor. 30-yr NPV.	$ 47,863,000	5-yr Growth
14	Provides capacity for future development.	UTRWD Doe Branch WRP Expansion	Estimated cost for expansion of Doe Branch WRP to 6.5 MGD allotted to Celina by 2030. 30-yr NPV.	$ 131,170,000	5-yr Growth
15	Provides capacity for known future development.	Parallel Doe Branch Interceptor	Install 14,310 LF 36''; 3,530 LF 42'' and 13,840 LF 48'' Gravity Sewer with associated interconnects	$ 44,221,000	5-yr Growth
16	Provides capacity for known future development. Project should be completed prior to Project 17.	Parallel Southeast Interceptor	Upsize 2,210 LF 18'' Gravity Sewer to 30'' and install 630 LF 30'' and 21,210 LF 36'' Gravity Sewer with associated interconnects	$ 28,545,000	5-yr Growth
17	Provides capacity for known future development. Project should be completed prior to Projects 30 & 31.	Frontier LS & Force Main Upgrades	Expand firm capacity of existing lift station to 13.8 MGD and install 1,130 LF 24'' Force Main	$ 1,328,000	5-yr Growth
18	Provides capacity for known future development.	Chan Moore LS & Force Main	Construct 2.4 MGD Lift Station and 10,850 LF 12'' Force Main	$ 5,661,000	5-yr Growth
19	Provides capacity for known future development.	Cambridge Crossing Gravity Sewer	Install 2,900 LF 12'' Gravity Sewer	$ 1,573,000	5-yr Growth
20	Provides capacity for known future development.	Dynavest WWTP	Construct 3 MGD WWTP	$ 53,820,000	5-yr Growth
21	Provides capacity for known future development.	South Dynavest Gravity Sewer	Install 2,760 LF 18'', 2,820 LF 24'' and 5,450 LF 36'' Gravity Sewer	$ 12,791,000	5-yr Growth
22	Provides capacity for known future development. Project to be completed prior to Project 23.	La Terra Gravity Sewer	Install 1,350 LF 12'' and 3,700 LF 30'' Gravity Sewer. Upsize 520 LF 24'' Gravity Sewer to 30''	$ 5,547,000	5-yr Growth
23	Project not needed if Projects 24 & 25 are constructed.	La Terra LS & Force Main	Construct 0.6 MGD Lift Station and Install 5,080 LF 6'' Force Main	$ 1,653,000	5-yr Growth
24A	Provides capacity for known future development. Project to be completed prior to Project 25.	Villages of Lakewood Gravity Sewer Part A	Install 910 LF 12'' and 3,300 LF 18'' Gravity Sewer	$ 3,133,000	5-yr Growth
24B	Provides capacity for known future development. Project to be completed prior to Project 25.	Villages of Lakewood Gravity Sewer Part B	Install 5,700 LF 18'' Gravity Sewer	$ 4,258,000	5-yr Growth
24C	Provides capacity for known future development. Project to be completed prior to Project 25.	Villages of Lakewood Gravity Sewer Part C	Install 3,370 LF 12'' Gravity Sewer	$ 1,723,000	5-yr Growth
25	Provides capacity for known future development.	Villages of Lakewood LS & Force Main	Construct 7.4 MGD Lift Station and 2,930 LF 18'' Force Main	$ 7,053,000	5-yr Growth
26	Provides capacity for known future development.	Rollertown Gravity Sewer	Upsize 650 LF existing 6" sewer to 12" and install 2,190 LF new 12" Gravity Sewer	$ 1,792,000	5-yr Growth
27	Provides capacity for known future development.	The Cottages Gravity Sewer	Install 1,980 LF 18'' Gravity Sewer	$ 1,403,000	5-yr Growth
28	Provides capacity for known future development.	Wilson Creek Gravity Sewer	Install 5,110 LF 12'' Gravity Sewer	$ 2,801,000	5-yr Growth
29	Provides capacity for known future development.	Harper Smith Gravity Sewer	Install 8,720 LF 18'' and 6,520 LF 24'' Gravity Sewer	$ 14,035,000	5-yr Growth
30A	Provides capacity for known future development.	Southeast Sector Sewer Extension Part A	Install 1,780 LF 30'' Gravity Sewer	$ 2,052,000	5-yr Growth

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Project No.	Project Notes	Project Name	Proposed CIP	Cost	Trigger
30B	Provides capacity for known future development.	Southeast Sector Sewer Extension Part B	Install 5,750 LF 30'' Gravity Sewer	$ 6,555,000	10-yr Growth
31	Provides capacity for known future development.	Southeast Sector Tributaries	Install 1,480 LF 8''; 18,750 LF 12'' and 2,380 LF 18'' Gravity Sewer	$ 12,588,000	10-yr Growth
32	Provides capacity for known future development.	Dallas Parkway Gravity Sewer	Install 6,480 LF 8'' Gravity Sewer	$ 2,724,000	10-yr Growth
33	Provides capacity for known future development. Project should be completed prior to Projects 34 & 35.	O'Donnell Offsite Gravity Sewer	Install 8,840 LF 24'' Gravity Sewer	$ 8,315,000	10-yr Growth
34	Provides capacity for known future development. Project should be completed prior to Project 35.	O'Donnell LS & Force Main	Construct 4 MGD Lift Station and Install 11,890 LF 16'' Force Main	$ 8,623,000	10-yr Growth
35	Provides capacity for known future development.	O'Donnell Gravity Sewer	Install 6,970 LF 18'' and 1,770 LF 24'' Gravity Sewer	$ 7,005,000	10-yr Growth
36	Allows for decommissioning of lift station. Projects 33-35 are required prior to this project.	High Point Gravity Sewer & Lift Station Decommissioning	Install 5,710 LF 12'' Gravity Sewer and Decommission existing High Point Lift Station	$ 3,286,000	10-yr Growth
37	Provides capacity for known future development. Project should be completed prior to Projects 38, 48, and 49.	Rasor Ranch Package Plant	Install new 1 MGD Package WWTP. Cost includes purchase of temporary package plant and associated electrical, civil, and site work. Package plant may be leased instead of purchased.	$ 11,213,000	10-yr Growth
38	Provides capacity for known future development. Project should be completed prior to Projects 48 and 49.	Rasor Ranch Gravity Sewer	Install 5,420 LF 18''; 11,010 LF 24'' and 9,670 LF 30'' Gravity Sewer	$ 25,353,000	10-yr Growth
39	Provides capacity for known future development. Project to be completed prior to Project 40.	Villages of Uptown LS & Force Main	Construct 3.2 MGD Lift Station and 4,950 LF 12'' Force Main	$ 4,180,000	10-yr Growth
40A	Provides capacity for known future development.	Villages of Uptown Gravity Sewer Part A	Install 4,990 LF 18'' Gravity Sewer	$ 3,706,000	10-yr Growth
40B	Provides capacity for known future development.	Villages of Uptown Gravity Sewer Part B	Install 3,270 LF 18'' Gravity Sewer	$ 2,329,000	10-yr Growth
41	Provides capacity for known future development.	Lift Station 1 Gravity Sewer	Install 2,030 LF 8'' Gravity Sewer	$ 765,000	10-yr Growth
42	Project not needed if Project 20 is constructed.	Lift Station 1 LS & Force Main	Construct 0.4 MGD Lift Station and Install 6,020 LF 6'' Force Main	$ 1,714,000	10-yr Growth
			Subtotal for Immediate Projects and Near-Term Development	**$ 562,689,000**	
43	Provides capacity for known future long-term development.	Doe Branch Creek Sewer	Upsize 60 LF 8'' Gravity Sewer to 18'' Gravity Sewer and Install 1,480 LF 12'' and 6,730 LF 18'' Gravity Sewer	$ 6,462,000	>10-yr Growth
44	Provides capacity for known future long-term development.	Dynavest Gravity Sewer	Install 4,760 LF 42'' and 12,690 LF 48'' Gravity Sewer	$ 30,553,000	>10-yr Growth
45	Provides capacity for known future development. Project to be completed after Project 44.	Chan Moore Gravity Sewer and Lift Station Decommissioning	Install 2,850 LF 24'' and 4,660 LF 30'' Gravity Sewer and decommission Chan Moore Lift Station	$ 8,140,000	>10-yr Growth
			Subtotal for Longer-Term Development	**$ 45,155,000**	
			Total of Near and Long-term Projects	**$ 607,844,000**	
46	Provides capacity for known future long-term development.	Glendenning Gravity Sewer	Install 2,690 LF 12''; 3,050 LF 18'' and 1,890 LF 24'' Gravity Sewer	$ 5,274,000	>10-yr Growth
47	Provides capacity for known future long-term development.	Glendenning LS & Force Main	Construct 6.6 MGD Lift Station and Install 14,130 LF 16'' Force Main	$ 11,615,000	>10-yr Growth
48	Provides capacity for known future development.	Carter Tract LS & Force Main	Construct 4.2 MGD Lift Station and 8,600 LF 14'' Force Main	$ 6,549,000	>10-yr Growth
49	Provides capacity for known future development.	Carter Gravity Sewer	Install 6,200 LF 18'' Gravity Sewer	$ 4,390,000	>10-yr Growth
			Subtotal for Non-Impact Fee Projects	**$ 27,828,000**	

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Project 01: Celina WWTP Expansion					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	Expansion of Celina WWTP to 5 MGD	LS	1	$ 40,000,000	$ 40,000,000
				Subtotal	**$ 40,000,000**
				Contingency (30%)	$ 12,000,000
				Engineering & Survey	$ 7,800,000
				OPCC	**$ 59,800,000**

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Project 02: Celina North Outfall Sewer Main Upgrades					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	1,670	$ 264	$ 441,000
				Subtotal	**$ 441,000**
				Contingency (30%)	$ 133,000
				Engineering & Survey	$ 87,000
				OPCC	**$ 661,000**

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Project 03: Business 298 Gravity Sewer Upgrades					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	2,770	$ 283	$ 783,000
				Subtotal	**$ 783,000**
				Contingency 30%	$ 235,000
				Engineering & Survey (20%)	$ 153,000
				OPCC	**$ 1,171,000**

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Project 04: Downtown Gravity Sewer Upgrades					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	18" Gravity Sewer	LF	960	$ 477	$ 458,000
2	24" Gravity Sewer	LF	7,740	$ 535	$ 4,145,000
3	30" Gravity Sewer	LF	1,520	$ 660	$ 1,004,000
4	36" Gravity Sewer	LF	30	$ 792	$ 24,000
				Subtotal	**$ 5,631,000**
				Contingency (30%)	$ 1,690,000
				Engineering & Survey	$ 1,099,000
				OPCC	**$ 8,420,000**

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Project 05: Lynn Stambaugh Gravity Sewer Upgrades					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	1,850	$ 264	$ 489,000
2	18" Gravity Sewer	LF	1,280	$ 396	$ 507,000
				Subtotal	**$ 996,000**
				Contingency (30%)	$ 299,000
				Engineering & Survey	$ 195,000
				OPCC	**$ 1,490,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 06: Heritage Gravity Sewer Upgrades					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	2,660	$ 264	$ 703,000
				Subtotal	**$ 703,000**
				Contingency (30%)	$ 211,000
				Engineering & Survey	$ 138,000
				OPCC	**$ 1,052,000**

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Project 07: Parkside LS & Force Main Upgrades					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	Lift Station Expansion	MGD	0.3	$ 500,000	$ 150,000
2	8" Force Main	LF	3,170	$ 108	$ 343,000
				Subtotal	**$ 493,000**
				Contingency (30%)	$ 148,000
				Engineering & Survey	$ 97,000
				OPCC	**$ 738,000**

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Project 08: Parkside Gravity Sewer Upgrades					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	1,910	$ 264	$ 505,000
				Subtotal	**$ 505,000**
				Contingency (30%)	$ 152,000
				Engineering & Survey	$ 99,000
				OPCC	**$ 756,000**

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Project 09: Southside Sanitary Sewer Upgrades					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	24" Gravity Sewer	LF	3,340	$ 528	$ 1,764,000
2	30" Gravity Sewer	LF	5,270	$ 660	$ 3,479,000
				Subtotal	**$ 5,243,000**
				Contingency (30%)	$ 1,573,000
				Engineering & Survey	$ 1,023,000
				OPCC	**$ 7,839,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 010: Sunset LS & Force Main					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	Lift Station	MGD	3.1	$ 500,000	$ 1,550,000
2	16" Force Main	LF	2,590	$ 216	$ 560,000
3	Lift Station Decommissioning	LF	1	$ 100,000	$ 100,000
4	20' Utility Easement	Acre	1.2	$ 217,800	$ 262,000
				Subtotal	**$ 2,472,000**
				Contingency (30%)	$ 742,000
				Engineering & Survey	$ 483,000
				OPCC	**$ 3,697,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 011: Sunset Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	8" Gravity Sewer	LF	320	$ 176	$ 57,000
2	12" Gravity Sewer	LF	2,610	$ 264	$ 690,000
3	18" Gravity Sewer	LF	6,240	$ 414	$ 2,583,000
				Subtotal	**$ 3,330,000**
				Contingency (30%)	$ 999,000
				Engineering & Survey	$ 650,000
				OPCC	**$ 4,979,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 012: Shawnee Gravity Sewer & Lift Station Decommissioning					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	8" Gravity Sewer	LF	3,030	$ 176	$ 534,000
2	Lift Station Decommissioning	LF	1	$ 100,000	$ 100,000
3	15' Utility Easement	Acre	1.1	$ 217,800	$ 240,000
				Subtotal	**$ 874,000**
				Contingency (30%)	$ 263,000
				Engineering & Survey	$ 171,000
				OPCC	**$ 1,308,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 015: Parallel Doe Branch Interceptor					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	36" Gravity Sewer	LF	14,310	$ 818	$ 11,701,000
2	42" Gravity Sewer	LF	3,530	$ 924	$ 3,262,000
3	48" Gravity Sewer	LF	13,840	$ 1,056	$ 14,616,000
				Subtotal	**$ 29,579,000**
				Contingency (30%)	$ 8,874,000
				Engineering & Survey	$ 5,768,000
				OPCC	**$ 44,221,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 016: Parallel Southeast Interceptor					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	30" Gravity Sewer	LF	2,840	$ 660	$ 1,875,000
2	36" Gravity Sewer	LF	21,210	$ 812	$ 17,218,000
				Subtotal	**$ 19,093,000**
				Contingency (30%)	$ 5,728,000
				Engineering & Survey	$ 3,724,000
				OPCC	**$ 28,545,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 017: Frontier LS & Force Main Upgrades					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	Lift Station Expansion	LS	1	$ 520,000	$ 520,000
2	24" Force Main	LF	1,130	$ 324	$ 367,000
				Subtotal	**$ 887,000**
				Contingency (30%)	$ 267,000
				Engineering & Survey	$ 174,000
				OPCC	**$ 1,328,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 018: Chan Moore LS & Force Main					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	Lift Station	MGD	2.4	$ 500,000	$ 1,200,000
2	12" Force Main	LF	10,850	$ 162	$ 1,758,000
3	15' Utility Easement	Acre	3.8	$ 217,800	$ 828,000
				Subtotal	**$ 3,786,000**
				Contingency (30%)	$ 1,136,000
				Engineering & Survey	$ 739,000
				OPCC	**$ 5,661,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 019: Cambridge Crossing Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	2,900	$ 288	$ 834,000
2	20' Utility Easement	Acre	1.4	$ 217,800	$ 305,000
				Subtotal	**$ 1,139,000**
				Contingency (30%)	$ 228,000
				Engineering & Survey	$ 206,000
				OPCC	**$ 1,573,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 020: Dynavest WWTP					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	3.0 MGD WWTP	LS	1	$ 36,000,000	$ 36,000,000
				Subtotal	**$ 36,000,000**
				Contingency (30%)	$ 10,800,000
				Engineering & Survey	$ 7,020,000
				OPCC	**$ 53,820,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 021: South Dynavest Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	18" Gravity Sewer	LF	2,760	$ 396	$ 1,093,000
2	24" Gravity Sewer	LF	2,820	$ 528	$ 1,489,000
3	36" Gravity Sewer	LF	5,450	$ 792	$ 4,317,000
4	30' Utility Easement	Acre	7.6	$ 217,800	$ 1,656,000
				Subtotal	**$ 8,555,000**
				Contingency (30%)	$ 2,567,000
				Engineering & Survey	$ 1,669,000
				OPCC	**$ 12,791,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 022: La Terra Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	1,350	$ 264	$ 357,000
2	30" Gravity Sewer	LF	4,220	$ 660	$ 2,786,000
3	20' Utility Easement	Acre	2.6	$ 217,800	$ 567,000
				Subtotal	**$ 3,710,000**
				Contingency (30%)	$ 1,113,000
				Engineering & Survey	$ 724,000
				OPCC	**$ 5,547,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 023: La Terra LS & Force Main					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	Lift Station	MGD	0.6	$ 500,000	$ 300,000
2	6" Force Main	LF	5,080	$ 81	$ 412,000
3	15' Utility Easement	Acre	1.8	$ 217,800	$ 393,000
				Subtotal	**$ 1,105,000**
				Contingency (30%)	$ 332,000
				Engineering & Survey	$ 216,000
				OPCC	**$ 1,653,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 024A: Villages of Lakewood Gravity Sewer Part A					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	910	$ 264	$ 241,000
2	18" Gravity Sewer	LF	3,300	$ 429	$ 1,418,000
3	20' Utility Easement	Acre	2.0	$ 217,800	$ 436,000
				Subtotal	**$ 2,095,000**
				Contingency (30%)	$ 629,000
				Engineering & Survey	$ 409,000
				OPCC	**$ 3,133,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 024B: Villages of Lakewood Gravity Sewer Part B					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	18" Gravity Sewer	LF	5,700	$ 396	$ 2,258,000
2	20' Utility Easement	Acre	2.7	$ 217,800	$ 589,000
				Subtotal	**$ 2,847,000**
				Contingency (30%)	$ 855,000
				Engineering & Survey	$ 556,000
				OPCC	**$ 4,258,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 024C: Villages of Lakewood Gravity Sewer Part C					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	3,370	$ 264	$ 890,000
2	15' Utility Easement	Acre	1.2	$ 217,800	$ 262,000
				Subtotal	**$ 1,152,000**
				Contingency (30%)	$ 346,000
				Engineering & Survey	$ 225,000
				OPCC	**$ 1,723,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 025: Villages of Lakewood LS & Force Main					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	Lift Station	MGD	7.4	$ 500,000	$ 3,700,000
2	18" Force Main	LF	2,930	$ 243	$ 712,000
3	20' Utility Easement	Acre	1.4	$ 217,800	$ 305,000
				Subtotal	**$ 4,717,000**
				Contingency (30%)	$ 1,416,000
				Engineering & Survey	$ 920,000
				OPCC	**$ 7,053,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 026: Rollertown Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	2,840	$ 345	$ 980,000
2	15' Utility Easement	Acre	1.0	$ 217,800	$ 218,000
				Subtotal	**$ 1,198,000**
				Contingency (30%)	$ 360,000
				Engineering & Survey	$ 234,000
				OPCC	**$ 1,792,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 027: The Cottages Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	18" Gravity Sewer	LF	1,980	$ 396	$ 785,000
2	15' Utility Easement	Acre	0.7	$ 217,800	$ 153,000
				Subtotal	**$ 938,000**
				Contingency (30%)	$ 282,000
				Engineering & Survey	$ 183,000
				OPCC	**$ 1,403,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 028: Wilson Creek Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	5,110	$ 264	$ 1,350,000
2	20' Utility Easement	Acre	2.4	$ 217,800	$ 523,000
				Subtotal	**$ 1,873,000**
				Contingency (30%)	$ 562,000
				Engineering & Survey	$ 366,000
				OPCC	**$ 2,801,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 029: Harper Smith Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	18" Gravity Sewer	LF	8,720	$ 396	$ 3,454,000
2	24" Gravity Sewer	LF	6,520	$ 559	$ 3,646,000
3	30' Utility Easement	Acre	10.5	$ 217,800	$ 2,287,000
				Subtotal	**$ 9,387,000**
				Contingency (30%)	$ 2,817,000
				Engineering & Survey	$ 1,831,000
				OPCC	**$ 14,035,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 030A: Southeast Sector Sewer Extension Part A					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	30" Gravity Sewer	LF	1,780	$ 660	$ 1,175,000
2	20' Utility Easement	Acre	0.9	$ 217,800	$ 197,000
				Subtotal	**$ 1,372,000**
				Contingency (30%)	$ 412,000
				Engineering & Survey	$ 268,000
				OPCC	**$ 2,052,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 030B: Southeast Sector Sewer Extension Part B					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	30" Gravity Sewer	LF	5,750	$ 660	$ 3,795,000
2	20' Utility Easement	Acre	2.7	$ 217,800	$ 589,000
				Subtotal	**$ 4,384,000**
				Contingency (30%)	$ 1,316,000
				Engineering & Survey	$ 855,000
				OPCC	**$ 6,555,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 031: Southeast Sector Tributaries					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	8" Gravity Sewer	LF	1,480	$ 176	$ 261,000
2	12" Gravity Sewer	LF	18,750	$ 264	$ 4,950,000
3	18" Gravity Sewer	LF	2,380	$ 396	$ 943,000
4	20' Utility Easement	Acre	10.4	$ 217,800	$ 2,266,000
				Subtotal	**$ 8,420,000**
				Contingency (30%)	$ 2,526,000
				Engineering & Survey	$ 1,642,000
				OPCC	**$ 12,588,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 032: Dallas Parkway Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	8" Gravity Sewer	LF	6,480	$ 180	$ 1,167,000
2	20' Utility Easement	Acre	3.0	$ 217,800	$ 654,000
				Subtotal	**$ 1,821,000**
				Contingency (30%)	$ 547,000
				Engineering & Survey	$ 356,000
				OPCC	**$ 2,724,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 033: O'Donnell Offsite Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	24" Gravity Sewer	LF	8,840	$ 528	$ 4,668,000
2	20' Utility Easement	Acre	4.1	$ 217,800	$ 893,000
				Subtotal	**$ 5,561,000**
				Contingency (30%)	$ 1,669,000
				Engineering & Survey	$ 1,085,000
				OPCC	**$ 8,315,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 034: O'Donnell LS & Force Main					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	Lift Station	MGD	4.0	$ 500,000	$ 2,000,000
2	16" Force Main	LF	11,890	$ 216	$ 2,569,000
3	20' Utility Easement	Acre	5.5	$ 217,800	$ 1,198,000
				Subtotal	**$ 5,767,000**
				Contingency (30%)	$ 1,731,000
				Engineering & Survey	$ 1,125,000
				OPCC	**$ 8,623,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 035: O'Donnell Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	18" Gravity Sewer	LF	6,970	$ 410	$ 2,857,000
2	24" Gravity Sewer	LF	1,770	$ 528	$ 935,000
3	20' Utility Easement	Acre	4.1	$ 217,800	$ 893,000
				Subtotal	**$ 4,685,000**
				Contingency (30%)	$ 1,406,000
				Engineering & Survey	$ 914,000
				OPCC	**$ 7,005,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 036: High Point Gravity Sewer & Lift Station Decommissioning					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	5,710	$ 264	$ 1,508,000
2	Lift Station Decommissioning	LF	1	$ 100,000	$ 100,000
3	20' Utility Easement	Acre	2.7	$ 217,800	$ 589,000
				Subtotal	**$ 2,197,000**
				Contingency (30%)	$ 660,000
				Engineering & Survey	$ 429,000
				OPCC	**$ 3,286,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 037: Rasor Ranch Package Plant					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	1.0 MGD WWTP	LS	1	$ 7,500,000	$ 7,500,000
				Subtotal	**$ 7,500,000**
				Contingency (30%)	$ 2,250,000
				Engineering & Survey	$ 1,463,000
				OPCC	**$ 11,213,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 038: Rasor Ranch Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	18" Gravity Sewer	LF	5,420	$ 396	$ 2,147,000
2	24" Gravity Sewer	LF	11,010	$ 528	$ 5,814,000
3	30" Gravity Sewer	LF	9,670	$ 660	$ 6,383,000
4	20' Utility Easement	Acre	12.0	$ 217,800	$ 2,614,000
				Subtotal	**$ 16,958,000**
				Contingency (30%)	$ 5,088,000
				Engineering & Survey	$ 3,307,000
				OPCC	**$ 25,353,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 039: Villages of Uptown LS & Force Main					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	Lift Station	MGD	3.2	$ 500,000	$ 1,600,000
2	12" Force Main	LF	4,950	$ 162	$ 802,000
3	15' Utility Easement	Acre	1.8	$ 217,800	$ 393,000
				Subtotal	**$ 2,795,000**
				Contingency (30%)	$ 839,000
				Engineering & Survey	$ 546,000
				OPCC	**$ 4,180,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 040A: Villages of Uptown Gravity Sewer Part A					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	18" Gravity Sewer	LF	4,990	$ 396	$ 1,977,000
2	20' Utility Easement	Acre	2.3	$ 217,800	$ 501,000
				Subtotal	**$ 2,478,000**
				Contingency (30%)	$ 744,000
				Engineering & Survey	$ 484,000
				OPCC	**$ 3,706,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 040B: Villages of Uptown Gravity Sewer Part B					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	18" Gravity Sewer	LF	3,270	$ 396	$ 1,295,000
2	15' Utility Easement	Acre	1.2	$ 217,800	$ 262,000
				Subtotal	**$ 1,557,000**
				Contingency (30%)	$ 468,000
				Engineering & Survey	$ 304,000
				OPCC	**$ 2,329,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 041: Lift Station 1 Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	8" Gravity Sewer	LF	2,030	$ 176	$ 358,000
2	15' Utility Easement	Acre	0.7	$ 217,800	$ 153,000
				Subtotal	**$ 511,000**
				Contingency (30%)	$ 154,000
				Engineering & Survey	$ 100,000
				OPCC	**$ 765,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 042: Lift Station 1 LS & Force Main					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	Lift Station	MGD	0.4	$ 500,000	$ 200,000
2	6" Force Main	LF	6,020	$ 81	$ 488,000
3	15' Utility Easement	Acre	2.1	$ 217,800	$ 458,000
				Subtotal	**$ 1,146,000**
				Contingency (30%)	$ 344,000
				Engineering & Survey	$ 224,000
				OPCC	**$ 1,714,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 043: Doe Branch Creek Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	1,480	$ 264	$ 391,000
2	18" Gravity Sewer	LF	6,790	$ 396	$ 2,689,000
3	30' Utility Easement	Acre	5.7	$ 217,800	$ 1,242,000
				Subtotal	**$ 4,322,000**
				Contingency (30%)	$ 1,297,000
				Engineering & Survey	$ 843,000
				OPCC	**$ 6,462,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 044: Dynavest Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	42" Gravity Sewer	LF	4,760	$ 924	$ 4,399,000
2	48" Gravity Sewer	LF	12,690	$ 1,056	$ 13,401,000
3	30' Utility Easement	Acre	12.1	$ 217,800	$ 2,636,000
				Subtotal	**$ 20,436,000**
				Contingency (30%)	$ 6,131,000
				Engineering & Survey	$ 3,986,000
				OPCC	**$ 30,553,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 045: Chan Moore Gravity Sewer and Lift Station Decommissioning					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	24" Gravity Sewer	LF	2,850	$ 528	$ 1,505,000
2	30" Gravity Sewer	LF	4,660	$ 660	$ 3,076,000
3	Lift Station Decommissioning	LF	1	$ 100,000	$ 100,000
4	20' Utility Easement	Acre	3.5	$ 217,800	$ 763,000
				Subtotal	**$ 5,444,000**
				Contingency (30%)	$ 1,634,000
				Engineering & Survey	$ 1,062,000
				OPCC	**$ 8,140,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 046: Glendenning Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	12" Gravity Sewer	LF	2,690	$ 272	$ 732,000
2	18" Gravity Sewer	LF	3,050	$ 396	$ 1,208,000
3	24" Gravity Sewer	LF	1,890	$ 528	$ 998,000
4	15' Utility Easement	Acre	2.7	$ 217,800	$ 589,000
				Subtotal	**$ 3,527,000**
				Contingency (30%)	$ 1,059,000
				Engineering & Survey	$ 688,000
				OPCC	**$ 5,274,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 047: Glendenning LS & Force Main					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	Lift Station	MGD	6.6	$ 500,000	$ 3,300,000
2	16" Force Main	LF	14,130	$ 216	$ 3,053,000
3	20' Utility Easement	Acre	6.5	$ 217,800	$ 1,416,000
				Subtotal	**$ 7,769,000**
				Contingency (30%)	$ 2,331,000
				Engineering & Survey	$ 1,515,000
				OPCC	**$ 11,615,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 048: Carter Tract LS & Force Main					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	Lift Station	MGD	4.2	$ 500,000	$ 2,100,000
2	14" Force Main	LF	8,600	$ 189	$ 1,626,000
3	15' Utility Easement	Acre	3.0	$ 217,800	$ 654,000
				Subtotal	**$ 4,380,000**
				Contingency (30%)	$ 1,314,000
				Engineering & Survey	$ 855,000
				OPCC	**$ 6,549,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

Project 049: Carter Gravity Sewer					
Item No.	Item Description	Unit	Quantity	$/Unit	Total
1	18" Gravity Sewer	LF	6,200	$ 396	$ 2,456,000
2	15' Utility Easement	Acre	2.2	$ 217,800	$ 480,000
				Subtotal	**$ 2,936,000**
				Contingency (30%)	$ 881,000
				Engineering & Survey	$ 573,000
				OPCC	**$ 4,390,000**

Attachment: Celina_Impact_Fee_Report Final (2021 Water & Wastewater Impact Fee Ordinance Update)

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2021 WATER AND WASTEWATER IMPACT FEE REPORT

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214-217-2200

CELINA TEXAS EST. 1876
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FREESE AND NICHOLS

June 21, 2021

Honorable Sean Terry
142 N Ohio Street
Celina, TX 75009

Re: Capital Improvements Advisory Committee Recommendations

Dear Mayor Terry and Members of the City Council:

The Capital Improvements Advisory Committee (CIAC) consists of the members of the Planning and Zoning Commission plus a member representing the ETJ, Kyle Leininger. The CIAC members have been working with City staff and the consulting firms of Freese and Nichols, Inc. and Kimley Horn on an update to the Land Use Assumptions and Capital Improvements Plans for water, wastewater, and roadway facilities, which are used to calculate impact fees. After review and discussion of these items, the CIAC recommends the following:

1. Adoption of the Land Use Assumptions and Capital Improvements Plans for water, wastewater and roadway as presented in the Impact Fee Studies dated June 2021.

2. Adoption of the maximum allowable collection rate for water and wastewater. This amounts to the following:
    - A water impact fee of $4,400 per service unit.
    - A wastewater impact fee of $5,200 per service unit.

3. Adoption of the following collection rates for roadway:
    - A roadway impact fee of $907.22 per service unit (vehicle-mile) in Service Area 7, which results in an impact fee of $4,400 for one single-family home.
    - A roadway impact fee of $1,134.02 per service unit (vehicle-mile) in Service Areas 1-6, which results in an impact fee of $5,500 for one single-family home.

The CIAC agreed that the impact fee increases described above are necessary to assist in the funding for critical water, wastewater, and roadway projects needed to accommodate future growth, while maintaining the character and quality of life envisioned by City residents in the Comprehensive Plan.

Respectfully Submitted,

Ben Hangartner, Chairman

Attachment: Celina CIAC Recommendation Letter (2021 Water & Wastewater Impact Fee Ordinance Update)

CITY OF CELINA, TEXAS

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 10: SUBDIVISION REGULATION, ARTICLE 10.02: IMPACT FEES, DIVISION 2: WATER AND WASTEWATER FACILITIES BY ADOPTING UPDATED LAND USE ASSUMPTIONS; ADOPTING AN UPDATED WATER AND WASTEWATER CAPITAL IMPROVEMENT PLAN AND IMPACT FEE ANALYSIS; ADOPTING REVISED WATER AND WASTEWATER IMPACT FEES; ADOPTING A REVISED SCHEDULE 1 ASSESSMENT RATES AND SCHEDULE 2 COLLECTION RATES FOR ROADWAY FACILITIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CUMULATIVE REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Celina, Texas, has previously adopted ordinances establishing impact fees for water and wastewater facilities to be assessed by the City of Celina; and

WHEREAS, the City Council desires to amend its current ordinance regarding the amount of impact fees for water and wastewater facilities and has determined that certain restrictions should be adopted in the interest of public safety; and

WHEREAS, the City of Celina has fully complied with Chapter 395, Local Government Code, to approve the proposed impact fees for water and wastewater charged per service unit; and

WHEREAS, a periodic update of the Land Use Assumptions and Capital Improvements Plan is required every five (5) years by Section 395.052 of the Local Government Code; and

WHEREAS, the City has retained consultants to prepare updates to the Land Use Assumptions, Capital Improvements Plan, Impact Fees, and ordinance provisions in order to meet the requirements of Chapter 395 of the Local Government Code; and

WHEREAS, notice has been published and public hearings held concerning the revised Land Use Assumptions, Capital Improvements Plan and Impact Fees for water and wastewater facilities, as prepared by a qualified professional engineer; and

Attachment: 2021 0624 Article 10.02 Water Impact Fees (2021 Water & Wastewater Impact Fee Ordinance Update)

WHEREAS, the City's Capital Improvements Advisory Committee has reviewed the proposed updates to the City's Impact Fees Program and found the updated Land Use Assumptions, Capital Improvements Plans and the Impact Fee to be accurate projections of growth, development, required public improvements, and associated costs; and

WHEREAS, the City Council of the City of Celina has authorized the City Manager to proceed with revisions and review of the Land Use Assumptions and Water and Wastewater Capital Improvements Plan, and providing for hearing to be given, in accordance with the applicable law, and such notices have been given; and

WHEREAS, all the provisions of Chapter 395 of the Local Government Code, necessary for the approval of the provisions contained herein have been complied with; and

WHEREAS, public hearings were held to receive public input relating to the 2021 Land Use Assumptions, Capital Improvements Plan, and Water and Wastewater Impact Fees; and

WHEREAS, upon full consideration of the recommended changes and updates, and all matters attendant and related thereto, the City Council finds that it is in the best interest of the public health, safety, and welfare of the citizens of Celina to adopt and amend the impact fees for water and wastewater.

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

SECTION 1: THAT, the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2: THAT, the revised Land Use Assumptions, Water and Wastewater Capital Improvements Plan, and Water and Wastewater Impact Fee Analysis contained in the document titled Water and Wastewater Impact Fee Update which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted, replacing and superseding any other Land Use Assumptions, Capital Improvements Plan and Impact Fees for water and wastewater facilities previously approved and adopted by the City Council of the City of Celina, Texas.

SECTION 3: THAT, a revised version of the Schedule 1 Assessment Rates set forth in Section 10.02.051(a) and Section 10.02.051(b) of the Celina City of Ordinances and Schedule 2 Collection Rates for Water and Wastewater Impact Fees set forth in Section 10.02.052(a) and section 10.02.052(b) of the Celina Code of Ordinances which is attached as Exhibit “B”, and incorporated herein by reference is hereby adopted, replacing and superseding assessment and collection rates previously approved and adopted by the City Council of the City of Celina, Texas.

SECTION 4: THAT, if any section, sentence, clause, or phrase of this Ordinance is declared unconstitutional for any reason, such holding shall not affect the constitutionality and the validity of any other section, sentence, clause, or phrase of this Ordinance.

Attachment: 2021 0624 Article 10.02 Water Impact Fees (2021 Water & Wastewater Impact Fee Ordinance Update)

SECTION 5: THAT, the City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this Ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations as set forth in Chapter 10 of the Celina Code of Ordinances.

SECTION 6: THAT, all rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting impact fees, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 7: THAT, this Ordinance supersedes all ordinances or parts of ordinances in conflict with the provisions herein stated.

SECTION 8: THAT, the City Secretary is hereby direct to engross and enroll this Ordinance by copying the description caption in the minutes of the City Council and by filing this ordinance in the Ordinance Records of the City.

SECTION 9: THAT, this Ordinance shall become effective immediately upon passage and publication.

SECTION 10: THAT, the City Secretary is hereby authorized and directed to cause publication of this descriptive caption and penalty clause hereof as provided by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of July 2021.

_____
Sean Terry
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

Attachment: 2021 0624 Article 10.02 Water Impact Fees (2021 Water & Wastewater Impact Fee Ordinance Update)

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: 2021 0624 Article 10.02 Water Impact Fees (2021 Water & Wastewater Impact Fee Ordinance Update)

Exhibit A

Attachment: 2021 0624 Article 10.02 Water Impact Fees (2021 Water & Wastewater Impact Fee Ordinance Update)

Exhibit B

"Sec. 10.02.051 Schedule 1: Impact fee assessment rate

(a) Water facilities: $4,400.00 per service unit (1-inch water meter).

(b) Wastewater facilities: $5,200.00 per service unit (1-inch water meter)."

"Sec. 10.02.052 Schedule 2: Impact fee collection rate

(a) Water facilities: $4,400.00 per service unit (1-inch water meter).

(b) Wastewater facilities: $5,200.00 per service unit (1-inch water meter)."

Attachment: 2021 0624 Article 10.02 Water Impact Fees (2021 Water & Wastewater Impact Fee Ordinance Update)

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 13, 2021
Re: 2021 Roadway Impact Fee Ordinance Update

Action Requested:
Conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 10: Subdivision Regulation, Article 10.02: Impact Fees, Division 3: Roadway Facilities by adopting updated land use assumptions; adopting an updated roadway capital improvement plan and impact fee analysis; adopting revised roadway impact fees; and adopting a revised schedule 1 assessment rates and schedule 2 collection rates for roadway facilities (Brawner)

Background Information:
The City of Celina originally adopted Ordinance 2015-06 to establish Roadway Impact Fees in 2015. Pursuant to Section 395.052 of the Local Government Code, the City is required to complete periodic update of the Land Use Assumptions and Capital Improvements Plan every five (5) years. Staff recommends amending the City's Roadway Impact Fee Ordinance to align with the recently adopted 2040 Comprehensive Plan and the associated revised Land Use Plan. To facilitate this update, the City of Celina selected Kimley-Horn to complete this analysis.

The implementation of impact fees allows the City to shift a portion of the burden of paying for new facilities onto new development. The consultant evaluated improvements necessary to serve both a 10-year window (2030) and the ultimate system needs. Typically, infrastructure improvements are sized beyond the 10-year requirements; however, Chapter 395 only allows recovery of costs to serve the 10-year planning period. The remainder of the capacity costs will be assessed as the planning window extends beyond 2030 and as the impact fees are updated in the future.

Elements of the roadway system, including new roads, widening projects, and intersection improvements were evaluated based on the City's Master Thoroughfare Plan. The Roadway Impact Fee Report identifies the projects needed to accommodate the projected increase in vehicle-miles for Celina's growth. The impact fee rate is calculated by dividing the total construction costs by the total projected growth in vehicles in each service area. State law allows cities to capture 50% of the total cost of the roadway improvements.

City Staff recommends establishing the maximum fee per vehicle-mile as $1,142 for Service Units 1-6 and $910.00 for Service Unit 7. This rate translates into a roadway impact fee of $5,400.00 for a single-family resident in SU 1-6 and $4,400 per single-family home in Service Unit 7.

Board Review/Citizen Input:
The City's Planning and Zoning Commission served as the state required Comprehensive Impact Advisory Commission (CIAC). The CIAC committee unanimously approved the recommended rates. Staff attached their letter of recommendation to this agenda item.

Alternatives:
Council may choose not to support the modification of the Roadway Impact Fee Ordinance.

Financial Considerations:
None

Legal Review:
The City Attorney has reviewed this item.

Supporting Documents:
Proposed Draft Ordinance
CIAC letter of support

Staff Recommendation:
Approve the Ordinance amendment.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 10: SUBDIVISION REGULATION, ARTICLE 10.02: IMPACT FEES, DIVISION 3: ROADWAY FACILITIES BY ADOPTING UPDATED LAND USE ASSUMPTIONS; ADOPTING AN UPDATED ROADWAY CAPITAL IMPROVEMENT PLAN AND IMPACT FEE ANALYSIS; ADOPTING AN UPDATED LAND USE EQUIVALENCY TABLE; ADOPTING REVISED ROADWAY IMPACT FEES; ADOPTING A REVISED SCHEDULE 1 ASSESSMENT RATES AND SCHEDULE 2 COLLECTION RATES FOR ROADWAY FACILITIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Celina, Texas, has previously adopted ordinances establishing impact fee for roadway facilities to be assessed by the City of Celina; and

WHEREAS, the City Council desires to amend its current ordinance regarding the amount of impact fees for roadway facilities and has determined that certain restrictions should be adopted in the interest of public safety; and

WHEREAS, the City of Celina has fully complied with Chapter 395, Local Government Code, to approve the proposed impact fees for roadway facilities charged per service unit; and

WHEREAS, a periodic update of the Land Use Assumptions and Capital Improvements Plan is required every five (5) years by Section 395.052 of the Local Government Code; and

WHEREAS, the City has retained consultants to prepare updates to the Land Use Assumptions, the Capital Improvements Plan, Impact Fees, and ordinance provisions in order to meet the requirements of Chapter 395 of the Local Government Code; and

WHEREAS, notice has been published and public hearings held concerning the revised Land Use Assumptions, Capital Improvements Plan and Impact Fees for roadway facilities, as prepared by a qualified professional engineer; and

WHEREAS, the City's Capital Improvements Advisory Committee has reviewed the proposed updates to the City's Impact Fees Program and found the updated Land Use

Attachment: 2021 0624 Article 10.02 Roadway Impact Fees (2021 Roadway Impact Fee Ordinance Update)

Assumptions, Capital Improvements Plan and the Impact Fee to be accurate projections of growth, development, required public improvements, and associated costs; and

WHEREAS, the City Council of the City of Celina has authorized the City Manager to proceed with revisions and review of the Land Use Assumptions and the Roadway Capital Improvements Plan, and providing for hearing to be given, in accordance with the applicable law, and such notices have been given; and

WHEREAS, all the provisions of Chapter 395 of the Local Government Code, necessary for the approval of the provisions contained herein have been complied with; and

WHEREAS, public hearings were held to receive public input relating to the 2021 Land Use Assumptions, Capital Improvements Plan, and Roadway Impact Fees; and

WHEREAS, upon full consideration of the recommended changes and updates, and all matters attendant and related thereto, the City Council finds that it is in the best interest of the public health, safety, and welfare of the citizens of Celina to adopt and amend the impact fees for roadway facilities.

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

SECTION 1: THAT, the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2: THAT, the revised Land Use Assumptions, Roadway Capital Improvements Plan, and Roadway Impact Fee Analysis contained in the document titled Roadway Impact Fee Update which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted, replacing and superseding any other Land Use Assumptions, Capital Improvements Plan and Impact Fees for roadway facilities previously approved and adopted by the City Council of the City of Celina, Texas.

SECTION 3: THAT, a revised version of the Land Use Equivalency Table referenced in Section 10.02.068 of the Celina Code of Ordinances which is attached hereto as Exhibit "B" and incorporated herein by reference is hereby adopted, replacing and superseding Land Use Equivalency Tables previously adopted by the City Council of the City of Celina, Texas.

SECTION 4: THAT, a revised version of the Schedule 1 Assessment Rates set forth in Section 10.02.051(c) and Section 10.02.052(c) of the Celina City of Ordinances and Schedule 2 Collection Rates for Roadway Impact Fees set forth in Section 10.02.052 of the Celina Code of Ordinances which is attached as Exhibit "C", and incorporated herein by reference is hereby adopted, replacing and superseding assessment and collection rates previously approved and adopted by the City Council of the City of Celina, Texas.

SECTION 5: THAT, all references to Ordinance No. 2015-06 and its Exhibits are hereby repealed and replaced by this Ordinance No. 2021- _____ and its Exhibits.

Attachment: 2021 0624 Article 10.02 Roadway Impact Fees (2021 Roadway Impact Fee Ordinance Update)

SECTION 6: THAT, Section 10.02.067 Impact Fees Per Service Unit, Subsection (d) of the Celina Code of Ordinances is hereby amended to and as follows:

"Sec. 10.02.067 Impact fees per service unit

(d) The maximum impact fee per service unit for system facilities, as may be amended from time to time, hereby is declared to be an approximate and appropriate measure of the impacts generated by a new unit of development on the city's system facilities. To the extent that the impact fee charged against a new development, as may be amended from time to time, is less than the maximum impact fee per service unit, such difference hereby is declared to be founded on policies unrelated to measurement of the impacts of the new development on the city's system facilities. The maximum impact fee rate may be used in evaluating any claim by a property owner that the dedication or construction of a capital improvement imposed as a condition of development approval pursuant to the city's subdivision or development regulations is disproportionate to the impacts created by the development on the city's system facilities."

SECTION 7: THAT, Section 10.02.071 Credits and Offsets, Subsection (f) of the Celina Code of Ordinances is hereby repealed and the remaining subsections shall be renumbered accordingly. All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 8: THAT, if any section, sentence, clause, or phrase of this Ordinance is declared unconstitutional for any reason, such holding shall not affect the constitutionality and the validity of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 9: THAT, the City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this Ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations as set forth in Chapter 10 of the Celina Code of Ordinances.

SECTION 10: THAT, all rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting impact fees, 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 11: THAT, this Ordinance supersedes all ordinances or parts of ordinances in conflict with the provisions herein stated.

SECTION 12: THAT, the City Secretary is hereby direct to engross and enroll this Ordinance by copying the description caption in the minutes of the City Council and by filing this ordinance in the Ordinance Records of the City.

SECTION 13: THAT, this Ordinance shall become effective immediately upon passage and publication.

Attachment: 2021 0624 Article 10.02 Roadway Impact Fees (2021 Roadway Impact Fee Ordinance Update)

SECTION 14: THAT, the City Secretary is hereby authorized and directed to cause publication of this descriptive caption and penalty clause as provided by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of July 2021.

_____
Sean Terry
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: 2021 0624 Article 10.02 Roadway Impact Fees (2021 Roadway Impact Fee Ordinance Update)

Exhibit A

ROADWAY IMPACT FEE UPDATE

Attachment: 2021 0624 Article 10.02 Roadway Impact Fees (2021 Roadway Impact Fee Ordinance Update)

Exhibit B

Land Use Equivalency Table

Table 24. Land-Use Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev Unit
PORT AND TERMINAL											
Truck Terminal	030	1,000 SF GFA	1.87			1.87	14.65	50%	7.33	5.00	9.35
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.63			0.63	14.65	50%	7.33	5.00	3.15
Industrial Park	130	1,000 SF GFA	0.40			0.40	14.65	50%	7.33	5.00	2.00
Warehousing	150	1,000 SF GFA	0.19			0.19	14.65	50%	7.33	5.00	0.95
Mini-Warehouse	151	1,000 SF GFA	0.17			0.17	14.65	50%	7.33	5.00	0.85
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	0.99			0.99	9.79	50%	4.90	4.90	4.85
Townhomes	220	Dwelling Unit	0.56			0.56	9.79	50%	4.90	4.90	2.74
Multi-family Housing (Low-Rise)	220	Dwelling Unit	0.56			0.56	9.79	50%	4.90	4.90	2.74
Multi-family Housing (Mid-Rise)	221	Dwelling Unit	0.44			0.44	9.79	50%	4.90	4.90	2.15
Multi-family Housing (High-Rise)	222	Dwelling Unit	0.36			0.36	9.79	50%	4.90	4.90	1.76
Mid-Rise Residential with 1st Floor Commercial	231	Dwelling Unit	0.36			0.36	9.79	50%	4.90	4.90	1.76
Mobile Home Park / Manufactured Housing	240	Dwelling Unit	0.46			0.46	9.79	50%	4.90	4.90	2.25
Senior Adult Housing-Detached	251	Dwelling Unit	0.30			0.30	9.79	50%	4.90	4.90	1.47
Senior Adult Housing-Attached	252	Dwelling Unit	0.26			0.26	9.79	50%	4.90	4.90	1.27
Assisted Living	254	Beds	0.26			0.26	9.79	50%	4.90	4.90	1.27
LODGING											
Hotel	310	Room	0.60			0.60	6.43	50%	3.22	3.22	1.93
Motel / Other Lodging Facilities	320	Room	0.38			0.38	6.43	50%	3.22	3.22	1.22
RECREATIONAL											
Golf Course	430	Acre	0.28			0.28	7.86	50%	3.93	3.93	1.10
Miniature Golf Course	431	Hole	0.33			0.33	7.86	50%	3.93	3.93	1.30
Golf Driving Range	432	Tee	1.25			1.25	7.86	50%	3.93	3.93	4.91
Multiplex Movie Theater	445	Screens	13.73			13.73	15.77	50%	7.89	5.00	68.65
Ice Skating Rink	465	1,000 SF GFA	1.33			1.33	7.86	50%	3.93	3.93	5.23
Racquet / Tennis Club	491	Court	3.82			3.82	7.86	50%	3.93	3.93	15.01
Recreational Community Center	495	1,000 SF GFA	2.31			2.31	7.86	50%	3.93	3.93	9.08
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.49			0.49	8.31	50%	4.16	4.16	2.04
Day Care Center	565	1,000 SF GFA	11.12	44%	B	6.23	3.49	50%	1.75	1.75	10.87
Primary/Middle School (1-8)	522	Students	0.17			0.17	3.49	50%	1.75	1.75	0.30
High School	530	Students	0.14			0.14	3.49	50%	1.75	1.75	0.24
Junior / Community College	540	Students	0.11			0.11	10.44	50%	5.22	5.00	0.55
University / College	550	Students	0.15			0.15	10.44	50%	5.22	5.00	0.75
MEDICAL											
Clinic	630	1,000 SF GFA	3.28			3.28	9.85	50%	4.93	4.93	16.15
Hospital	610	1,000 SF GFA	0.97			0.97	9.85	50%	4.93	4.93	4.78
Nursing Home	620	Beds	0.22			0.22	9.85	50%	4.93	4.93	1.08
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	B	2.47	9.85	50%	4.93	4.93	12.16
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	0.60			0.60	14.65	50%	7.33	5.00	3.00
General Office Building	710	1,000 SF GFA	1.15			1.15	14.65	50%	7.33	5.00	5.75
Medical-Dental Office Building	720	1,000 SF GFA	3.46			3.46	9.85	50%	4.93	4.93	17.04
Single Tenant Office Building	715	1,000 SF GFA	1.71			1.71	14.65	50%	7.33	5.00	8.55
Office Park	750	1,000 SF GFA	1.07			1.07	14.65	50%	7.33	5.00	5.35

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

Attachment: 2021 0624 Article 10.02 Roadway Impact Fees (2021 Roadway Impact Fee Ordinance Update)

Table 24 Continued. Land-Use Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev Unit
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GFA	3.11	40%	B	1.87	4.45	50%	2.23	2.23	4.15
Automobile Parts Sales	843	1,000 SF GFA	4.91	43%	A	2.80	4.45	50%	2.23	2.23	6.23
Gasoline/Service Station	944	Vehicle Fueling Position	14.03	42%	A	8.14	1.20	50%	0.60	0.60	4.88
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	13.99	56%	B	6.16	1.20	50%	0.60	0.60	3.69
New Car Sales	840	1,000 SF GFA	2.43	20%	B	1.94	5.60	50%	2.80	2.80	5.44
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85	40%	B	2.91	4.45	50%	2.23	2.23	6.47
Self-Service Car Wash	947	Stall	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	3.98	28%	A	2.87	4.45	50%	2.23	2.23	6.38
Dining											
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	32.67	50%	A	16.34	5.64	50%	2.82	2.82	46.06
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	28.34	50%	B	14.17	5.64	50%	2.82	2.82	39.96
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.77	43%	A	5.57	5.64	50%	2.82	2.82	15.70
Quality Restaurant	931	1,000 SF GFA	7.80	44%	A	4.37	5.64	50%	2.82	2.82	12.32
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	43.38	70%	A	13.01	5.64	50%	2.82	2.82	36.70
Other Retail											
Free-Standing Discount Store	815	1,000 SF GFA	4.83	30%	C	3.38	5.60	50%	2.80	2.80	9.47
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.60	50%	2.80	2.80	13.60
Home Improvement Superstore	862	1,000 SF GFA	2.33	42%	A	1.35	5.60	50%	2.80	2.80	3.78
Pharmacy/Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	8.51	53%	A	4.00	5.60	50%	2.80	2.80	11.20
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	10.29	49%	A	5.25	5.60	50%	2.80	2.80	14.69
Shopping Center	820	1,000 SF GFA	3.81	34%	A	2.51	5.60	50%	2.80	2.80	7.04
Supermarket	850	1,000 SF GFA	9.24	36%	A	5.91	5.60	50%	2.80	2.80	16.56
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	5.60	50%	2.80	2.80	9.80
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	5.60	50%	2.80	2.80	3.82
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	4.45	50%	2.23	2.23	16.19
Drive-In Bank	912	Drive-in Lanes	27.15	35%	A	17.65	4.45	50%	2.23	2.23	39.27
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	6.41	50%	3.21	3.21	3.25

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upw ard by KHA based on logical relationship to other categories

Attachment: 2021 0624 Article 10.02 Roadway Impact Fees (2021 Roadway Impact Fee Ordinance Update)

Exhibit C

"Sec. 10.02.051 Schedule 1: Impact fee assessment rate

(c) Roadway facilities:

1. Service Area No. 1: $910.00 per service unit (for both residential and non-residential) development where applicable.
2. Service Area No. 2-7: $1,142.00 per service unit (for both residential and non-residential) development where applicable."

"Sec. 10.02.052 Schedule 2: Impact fee collection rate

(b) Roadway facilities:

1. Service Area No. 1: $910.00 per service unit (for both residential and non-residential) development where applicable.
2. Service Area No. 2-7: $1,142.00 per service unit (for both residential and non-residential) development where applicable."

Attachment: 2021 0624 Article 10.02 Roadway Impact Fees (2021 Roadway Impact Fee Ordinance Update)

June 21, 2021

Honorable Sean Terry
142 N Ohio Street
Celina, TX 75009

Re: Capital Improvements Advisory Committee Recommendations

Dear Mayor Terry and Members of the City Council:

The Capital Improvements Advisory Committee (CIAC) consists of the members of the Planning and Zoning Commission plus a member representing the ETJ, Kyle Leininger. The CIAC members have been working with City staff and the consulting firms of Freese and Nichols, Inc. and Kimley Horn on an update to the Land Use Assumptions and Capital Improvements Plans for water, wastewater, and roadway facilities, which are used to calculate impact fees. After review and discussion of these items, the CIAC recommends the following:

1. Adoption of the Land Use Assumptions and Capital Improvements Plans for water, wastewater and roadway as presented in the Impact Fee Studies dated June 2021.

2. Adoption of the maximum allowable collection rate for water and wastewater. This amounts to the following:
    - A water impact fee of $4,400 per service unit.
    - A wastewater impact fee of $5,200 per service unit.

3. Adoption of the following collection rates for roadway:
    - A roadway impact fee of $907.22 per service unit (vehicle-mile) in Service Area 7, which results in an impact fee of $4,400 for one single-family home.
    - A roadway impact fee of $1,134.02 per service unit (vehicle-mile) in Service Areas 1-6, which results in an impact fee of $5,500 for one single-family home.

The CIAC agreed that the impact fee increases described above are necessary to assist in the funding for critical water, wastewater, and roadway projects needed to accommodate future growth, while maintaining the character and quality of life envisioned by City residents in the Comprehensive Plan.

Respectfully Submitted,

Ben Hangartner, Chairman

Attachment: Celina CIAC Recommendation Letter (2021 Roadway Impact Fee Ordinance Update)

CELINA, TEXAS
ROADWAY IMPACT FEE UPDATE

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JUNE 2021

Prepared for the City of Celina

Prepared by:

Kimley-Horn and Associates, Inc.

801 Cherry Street, Suite 1300

Fort Worth, TX 76102

Phone 817 335 6511

TBPE Firm Registration Number: F-928

Project Number: 064542412

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

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1. EXECUTIVE SUMMARY

This study was performed to update the City of Celina's Roadway Impact Fees. Roadway Impact Fees were last performed in 2014. The state's impact fee law (CH 395) requires that municipalities with Impact Fee Programs update their impact fee studies every five years. The implementation of impact fees allows the City to shift a portion of the burden of paying for new facilities onto new development. System improvements necessary to serve 10-year (2030) and ultimate system needs were evaluated. Typically, infrastructure improvements are sized beyond the 10-year requirements; however, Chapter 395 only allows recovery of costs to serve the 10-year planning period. The remainder can be assessed as the planning window extends beyond 2030 and as the impact fees are updated in the future.

Elements of the Roadway system, including new roads, widening projects, and intersections were evaluated based on the City's Master Thoroughfare Plan, as explained in the Capital Improvement Plan (CIP) section of this report. Based on the City's 10-year growth projections and the associated demand (consumption) values, the table below shows the additional vehicle-miles that will be generated by new development by the year 2030:

Service Area	1	2	3	4	5	6	7
2020-2030 Growth (Veh-Miles)	24,278	2,215	95,926	29,045	11,481	29,383	53,615

In order to provide the capacity needed to accommodate the projected increase in vehicle-miles, the Roadway Impact Fee CIP was developed. The cost of the Roadway Impact Fee CIP in each service area (attributable to growth) is shown in the table below:

Service Area	1	2	3	4	5	6	7
Cost of the CIP Attributable to Growth (plus credit for Ad Valorem taxes)	$27,713,362	$3,457,010	$117,524,267	$40,563,784	$20,528,393	$59,416,958	$48,813,979

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The maximum assessable is then calculated by dividing the recoverable cost of the CIP by the growth in vehicles in each service area. A reduction of 50% to the maximum assessable fee is also applied according to Chapter 395 requirements. Based on the additional service units and the recoverable cost of the CIP (with 50% credit), the Maximum Fees the City may assess per service unit and per single family home are shown below:

Service Area	1	2	3	4	5	6	7
2020 Maximum Assessable Fee Per Service Unit ($/Veh-mi)	$1,142	$1,561	$1,225	$1,397	$1,788	$2,022	$910
2020 Maximum Assessable Fee Per Single Family Home (1 single family home = 4.85 veh-miles)	$5,539	$7,571	$5,941	$6,775	$8,672	$9,807	$4,414

The maximum impact fee per vehicle mile and maximum impact fee per single family home in each service area are shown in **Exhibit A.**

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Maximum Assessible Fee by Service Area

Source: Kimley-Horn, 2021

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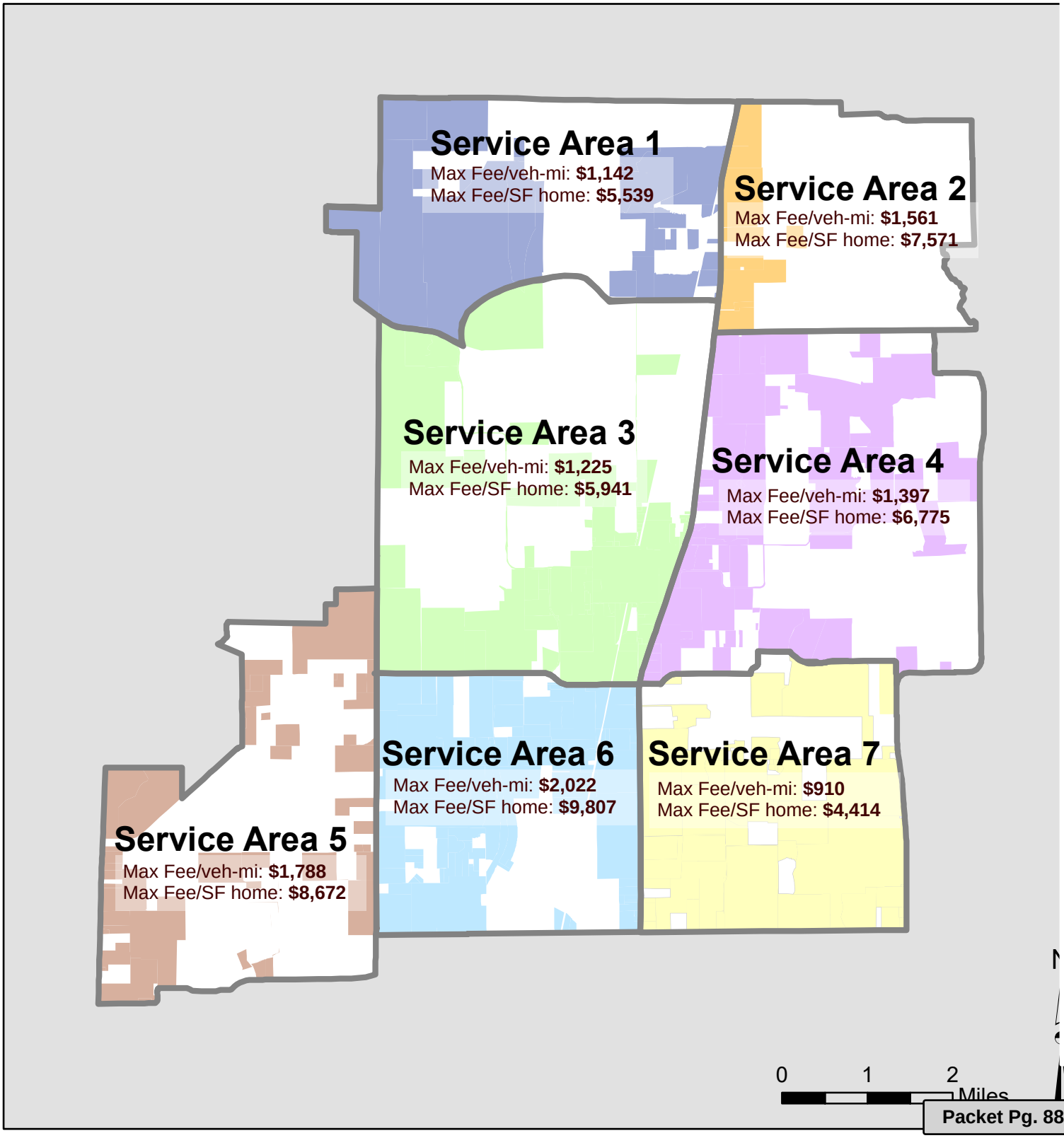
Legend

- Service Area 1
- Service Area 2
- Service Area 3
- Service Area 4
- Service Area 5
- Service Area 6
- Service Area 7
- ETJ



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2. INTRODUCTION

Chapter 395 of the Texas Local Government Code describes the procedure Texas cities must follow in order to create and implement impact fees. Senate Bill 243 (SB 243) amended Chapter 395 in September 2001 to define an impact fee as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development."

Chapter 395 mandates that impact fees be reviewed and updated at least every five years. Accordingly, the City of Celina has initiated a review of its Land Use Assumptions, Capital Improvement Plan (CIP), and Roadway Impact Fees. The City retained Kimley-Horn and Associates, Inc. to provide professional transportation engineering services for the 2020 update of their Roadway Impact Fees. The timing of this update coincides with and is based on the revision of the City's 2040 Comprehensive Plan. This report includes the details of the Roadway Impact Fee calculation methodology in accordance with Chapter 395 and the adopted revisions to the Land Use Assumptions, Capital Improvement Plan, and refinement of the Land Use Equivalency Table.

This report introduces and references two of the basic inputs to the Roadway Impact Fee:

1. **Land Use Assumptions** (Pg. 6)
2. **Capital Improvement Plan** (Pg. 14)

Information from the Land Use Assumptions and this Capital Improvement Plan are used extensively throughout the remainder of the report.

This report consists of a detailed discussion of the methodology for the computation of impact fees and is broken into three components:

1. **Methodology for Roadway Impact Fees** (Pg. 33)
2. **Roadway Impact Fee Calculation** (Pg. 53)
3. **Plan for Awarding the Roadway Impact Fee Credit** (Pg. 55)

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

The components of the **Methodology for Roadway Impact Fees** include development of:

- Service Areas
- Service Units
- Cost Per Service Unit
- Cost of the CIP
- Service Unit Calculation

The components of the **Roadway Impact Fee Calculation** include:

- Maximum Assessable Impact Fee Per Service Unit
- Service Unit Demand Per Unit of Development

This report also includes a section concerning the **Plan for Awarding the Roadway Impact Fee Credit.** This involves the calculation of the applicable credit required by law to offset the City's use of ad valorem taxes to help fund the Roadway Impact Fee CIP.

The final section of the report is the **Conclusion,** which presents the findings of the update analysis and summarizes the report.

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3. ROADWAY IMPACT FEE CALCULATION INPUTS

A. LAND USE ASSUMPTIONS

Purpose

Chapter 395 of the Texas Local Government Code describes the procedure Texas political subdivisions must follow in order to assess impact fees for new development. The first step required in updating impact fees is the development of Land Use Assumptions. These Land Use Assumptions, which include both residential and employment estimates, form the basis for the development of impact fee Capital Improvement Plans (CIP) for roadway, water, and wastewater facilities.

Reasonable future growth estimates are necessary in order to aid the City of Celina in establishing the need for capital improvements required to serve future development. In accordance with Chapter 395, Kimley-Horn has compiled the information required to complete the Land Use Assumptions using the following sources:

- City of Celina 2040 Draft Comprehensive Plan
- City of Celina Thoroughfare Plan (2020)
- City of Celina Future Land Use
- Development plans
- Building permit data
- City of Celina Staff

Components of the Land Use Assumptions Chapter

The Land Use Assumptions include the following components:

1. **Impact Fee Study Service Areas** - Explanation of the divisions of Celina into service areas for roadway service areas.
2. **Land Use Assumptions Methodology** - An overview of the general methodology used to generate the land use assumptions.
3. **Ten-Year Growth Assumptions** - Walk-through of the growth projections for 2020-2030 in alignment with the 2040 Comprehensive Plan.
4. **Land Use Assumptions Summary** - A synopsis of the land use assumptions.

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Impact Fee Service Areas

Service Area Definition

According to Chapter 395 of the Local Government Code, a Service Area refers to the area within the corporate boundaries or extraterritorial jurisdiction of the political subdivision to be served by the capital improvement or facilities specified in the Capital Improvement Plan. Funds collected in the specific service areas must be spent in the service area collected. Chapter 395 specifies that "the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles." This resulted in the creation of seven service areas in the City of Celina. There is no change from the initial establishment of the service areas.

Roadway Impact Fee Service Areas

The geographic boundaries of the seven impact fee service areas for roadway facilities are shown in **Exhibit 1**. The roadway service areas cover the entire corporate boundary of the City of Celina.

Service Areas 1, 3, 5, and 6 are located west of SH 289/Preston Road. Service Areas 2, 4 and 7 are located east of SH 289/Preston Road.

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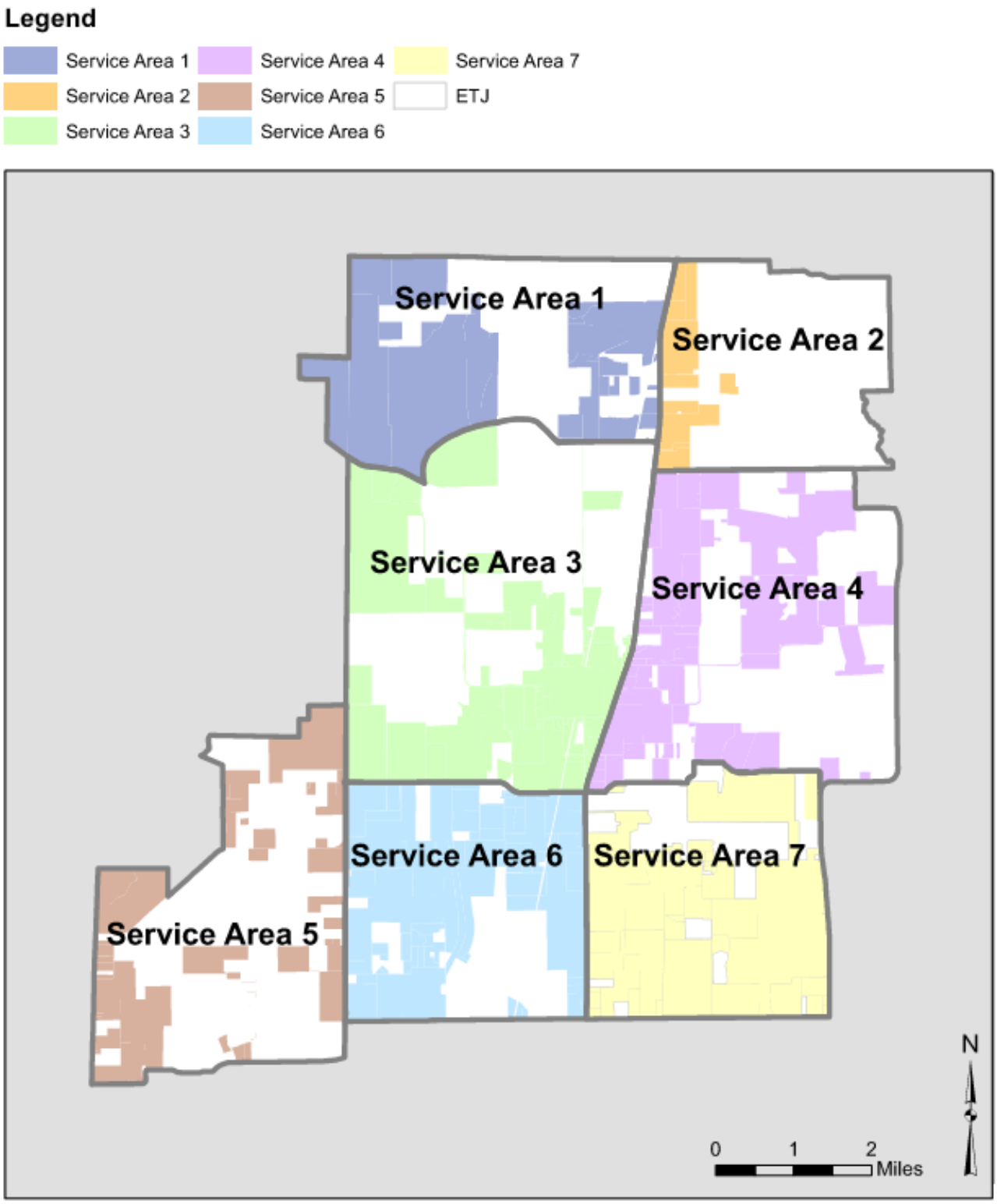
Exhibit 1. Roadway Service Areas



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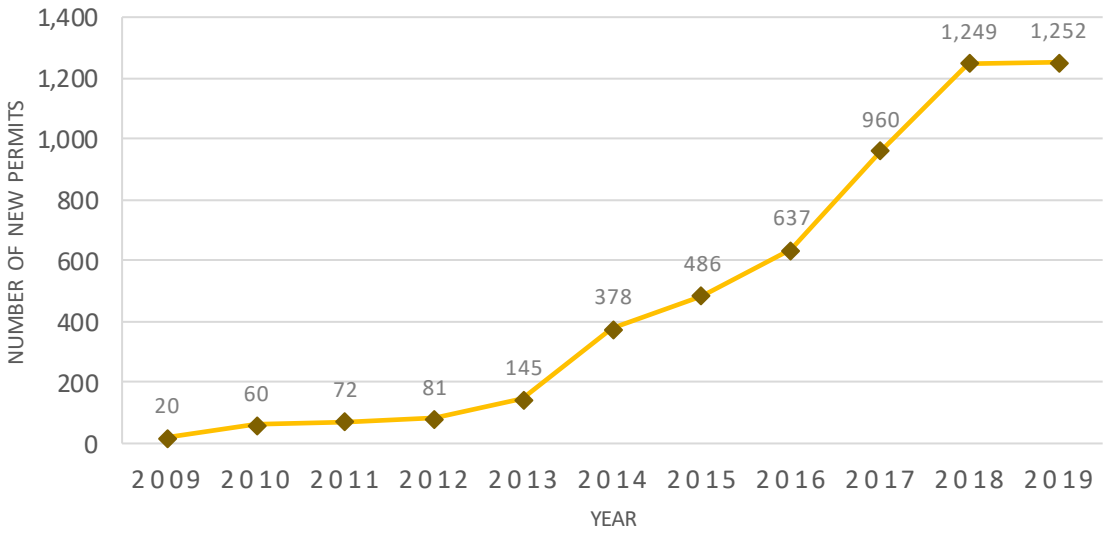
Land Use Assumptions Methodology

The following factors were considered in developing the residential and employment projections:

- Character, type, density, location and quantity of existing development;
- Development plan data;
- Probable future developments;
- Location of vacant land;
- Future Land Use; and
- Physical holding capacity of Celina.

The City of Celina is experiencing a large influx of growth. As new developments are projected to continue, building permits are expected to increase, following the same pattern of recent years. For this reason, future land use assumptions in Celina are based on availability of land and proposed development patterns for the next 10 years. Historic building permit data was analyzed and is presented as a reference in **Figure 1.**

Figure 1. Historic Building Permits



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Growth projections from 2020 – 2030 for the City Limits of Celina were established using information from the 2040 Comprehensive Plan, available vacant land, probable future developments, and input from City Staff. These city-wide growth projections were broken out into Service Area growth projections based on the location of the probable future developments and the future land use. The Celina 2040 Comprehensive Plan designates zoning city-wide as mixed-use development based on the character of the area instead of specific uses. Each character district has an anticipated development pattern for residential, basic, service, and retail uses unique to the character of the area. Definitions for these land use categories are provided in the **Data Format** section of this chapter.

Exhibit 2 shows the character districts designated in the Celina 2040 Comprehensive Plan and the service areas.

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Exhibit 2. Character Districts

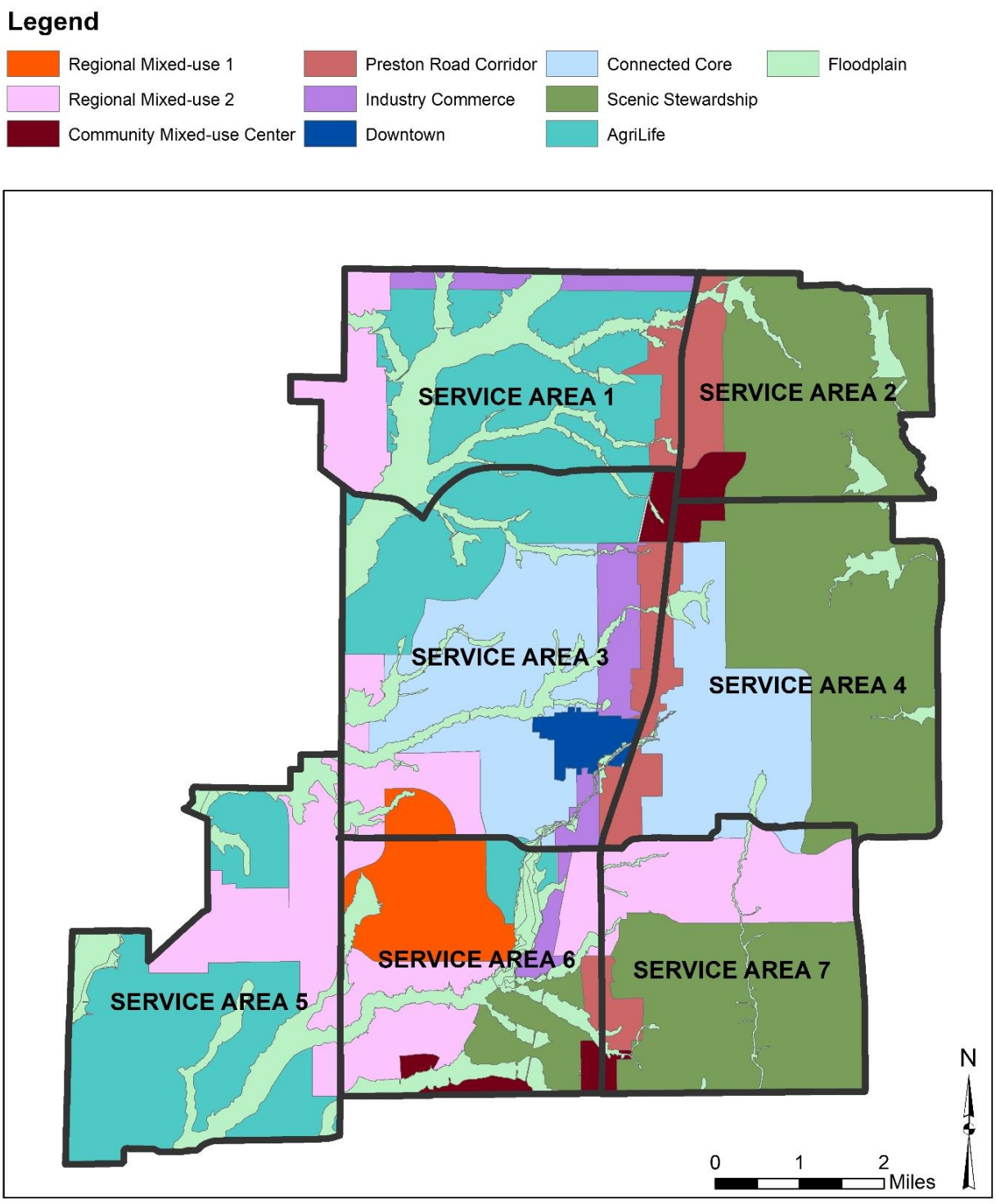

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Table 1 shows the amount of character district acreage identified as potential development over the next ten years. The land use was assumed based on either current zoning or the future land use plan.

Table 1. Future Land Use Assumptions of Currently Undeveloped Land

Projected 10-Year Growth Acreage					
Roadway Service Area	Regional Mixed-Use 1	Regional Mixed-Use 2	Community Mixed-Use Center	Preston Road Corridor	Industry Commerce
Service Area 1	0	473	0	0	0
Service Area 2	0	0	2.44	36.37	0
Service Area 3	0	0	166	85	181
Service Area 4	0	13.37	20.16	290.33	0
Service Area 5	0	109.46	0	0	0
Service Area 6	815.07	90.9	2.06	0.04	9.36
Service Area 7	0	585.32	0	0	0
Total	815.07	1272.81	191.04	411.24	190.7

Roadway Service Area	Downtown	Connected Core	Scenic Stewardship	AgriLife	Floodplain
Service Area 1	0	0	0	753	755
Service Area 2	0	0	69.24	0	0
Service Area 3	36	602	0	1,381	773
Service Area 4	0	509	53.16	0	18.13
Service Area 5	0	0	0	0	3.75
Service Area 6	0	0	169.02	85.46	269.93
Service Area 7	0	61.62	1638.41	0	44.46
Total	36.14	1173.05	1929.83	2219.68	1864.89

Data Format

The population and employment estimates were all compiled in accordance with the following categories and format:

- **Units** - Number of dwelling units, including residential detached, residential attached, and multi-family
- **Population** - Number of people based on person per dwelling unit factors
- **Employment** - Square feet of building area based on three (3) different classifications:
    - **Retail** - Land use activities which provide for the retail sale of goods that primarily serve households and whose location choice is oriented toward the household sector (i.e. grocery stores and restaurants)

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

- **Service** - Land use activities which provide personal and professional services such as government and other professional offices
- **Basic** - Land use activities that produce goods and services, including those that are exported outside the local economy (i.e. manufacturing, construction, transportation, wholesale, trade, warehousing, and other industrial uses)

10-Year Growth Summary

Table 2 summarizes the residential 10-year growth projections within the City Limits and projected population growth. These projections were found using the undeveloped acreage and future land use assumptions, as shown in **Table 1** on page 12. **Table 3** on page 14 summarizes the employment 10-year growth projection within the City Limits. Different land use densities were used based on the 2040 Comprehensive Plan. For residential detached uses, a density of 3 units per acre was assumed; for residential attached uses, a density of 12 units per acre was assumed; and for residential multi-family uses, an average of 18.7 units (ranging from 15-30) per acre was assumed. A Floor Area Ratio (FAR) was applied to all acreage assumed to be a non-residential land use. These FARs ranged from 0.11-0.18 for Basic uses and 0.09-0.16 for Retail uses.

Table 2. Residential Land Use Assumptions Growth Projections (2020-2030)

Service Area	Residential Detached Units Added	Residential Attached Units Added	Residential Multi-Family Units Added	Total Residential Units Added	Population Added
Service Area 1	3,710	47	735	4,492	13,471
Service Area 2	80	69	89	238	623
Service Area 3	4,234	1,678	8,260	14,172	34,651
Service Area 4	965	1,181	2,729	4,875	11,770
Service Area 5	515	270	925	1,710	4,237
Service Area 6	366	529	6,209	7,104	15,034
Service Area 7	1,955	1,348	5,047	8,350	20,029
Total	11,826	5,121	23,995	40,942	99,814

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Table 3. Employment Land Use Assumptions Growth Projections (2020-2030)

Roadway Service Area	Retail (Sq. Ft.)	Service (Sq. Ft)	Basic (Sq. Ft.)	Employment Added (Sq. Ft.)
Service Area 1	562,000	15,000	0	578,000
Service Area 2	107,000	86,000	0	193,000
Service Area 3	2,924,000	3,762,000	762,000	7,447,000
Service Area 4	926,000	807,000	0	1,733,000
Service Area 5	223,000	621,000	0	844,000
Service Area 6	918,000	176,000	176,000	1,270,000
Service Area 7	1,676,000	2,081,000	0	3,757,000
Total	7,336,000	7,548,000	938,000	15,822,000

Summary

The following is a land use assumptions summary for the City Limits.

- The ten-year (2020 - 2030) residential growth projection is approximately:
  - City Limits = 40,942 Dwelling Units
- The ten-year (2020 - 2030) employment growth projection is approximately:
  - City Limits = 15,822,000 ft^2

B. Capital Improvement Plan

The City has identified the City-funded transportation projects needed to accommodate the projected growth within the City. The Capital Improvement Plan (CIP) for Roadway Impact Fees is made up of the remaining projects needed to complete the City's Master Thoroughfare Plan (MTP).

The CIP includes arterial and collector class roadway facilities as well as intersection improvements and other transportation-related facilities. All the facilities are part of the MTP. The downtown area was excluded from the impact fee study. Further details on the downtown transportation network, see the latest Comprehensive Plan.

The CIP for Roadway Impact Fees for the 2020 Impact Fee Update is listed in **Tables 4-10** and mapped in **Exhibits 3-9**. The table shows the length of each project as well as the facility's MTP classification. The CIP was developed in conjunction with input from City of

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Celina staff and represents those projects that will be needed to accommodate the growth projected by the 2030 Land Use Assumptions for the Roadway Impact Fee Update. For facilities designated as six-lane divided (P6D), the Roadway Impact Fee CIP assumes that a maximum of four lanes will be built within the ten-year window, with the possibility of expanding to six lanes beyond the ten-year window. In addition, the Downtown area within Service Area 3 was determined by the City to be ineligible for impact fees. For further details on the Downtown Plan, please see the 2040 Comprehensive Plan.

Table 4. Capital Improvements Plan for Roadway Impact Fees - Service Area 1

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
1-1	P6D	MARILEE RD	DALLAS NORTH TOLLWAY TO 2250 FT WEST OF CELINA	0.53	50%
1-2	C2U	SA1_RD1	5360 FT NORTH OF LEGACY DR TO 3254 FT NORTH OF	0.50	100%
1-3	M4D	RAZOR DR	1431 FT WEST OF DALLAS NORTH TOLLWAY TO 2926 FT WEST	0.28	50%
1-4	M4D	RAZOR DR	1431 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS	0.27	100%
1-5,3-2	P6D	G A MOORE PKWY	DALLAS NORTH TOLLWAY TO LEGACY DR	1.21	50%
1-6	P6D	G A MOORE PKWY	RILEY RD TO DALLAS NORTH TOLLWAY	0.32	50%
1-7,3-71	P6D	LEGACY DR	GA MOORE PKWY TO CELINA PKWY	1.45	50%
1-8,3-1	M4D	LEGACY DR	LOUISIANA DR TO PRESTON RD	0.97	50%
1-9	P6D	CELINA PKWY	SA1_RD2 TO 1965 FT NORTH OF SA1_RD2	0.31	50%
1-10	P6D	CELINA PKWY	CELINA PKWY TO SA1_RD2	0.55	50%
1-11	P6D	CELINA PKWY	LEGACY DR TO CELINA PKWY	0.21	50%
1-12	P6D	CELINA PKWY	1558 FT SOUTH OF LEGACY DR TO LEGACY DR	0.25	50%
1-13,2-11	P6D	PRESTON RD	MARILEE RD TO STALLCUP BLVD	0.76	50%
1-14,2-12	P6D	PRESTON RD	STALLCUP BLVD TO CARL DARNALL PKWY	0.74	50%
1-15,2-13	P6D	PRESTON RD	CARL DARNALL PKWY TO 494 FT NORTH OF LEGACY DR	0.76	50%
1-16,2-14	P6D	PRESTON RD	494 FT NORTH OF LEGACY DR TO LEGACY DR	0.09	50%
1-17	FWY	DALLAS NORTH TOLLWAY	MARILEE RD TO 1433 FT NORTH OF RAZOR DR	1.31	50%
1-18	FWY	DALLAS NORTH TOLLWAY	1433 FT NORTH OF RAZOR DR TO RAZOR DR	0.28	100%
1-19	FWY	DALLAS NORTH TOLLWAY	RAZOR DR TO GA MOORE PKWY	0.99	100%
	Int. Improvements		CR 10 & Razor Dr		100%
	Int. Improvements		CR 10 & Marilee Road		25%
	Int. Improvements		BUS 289 & Legacy Dr		50%
	Int. Improvements		Legacy Dr & GA Moore Parkway		25%
	Int. Improvements		CR 10 & GA Moore Pkwy		50%
	Int. Improvements		Legacy Dr & Celina Pkwy		25%
	Int. Improvements		Preston Rd & Carl Darnall Pkwy		25%
	Int. Improvements		Celina Pkwy & SA1_RD1		50%
	Int. Improvements		Celina Pkwy & SA1_RD1		50%

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Table 5. Capital Improvements Plan for Roadway Impact Fees - Service Area 2

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
2-1	P6D	MARILEE RD	PRESTON RD TO COIT RD	0.11	50%
2-2	M4D	STALLCUP BLVD	PRESTON RD TO COIT RD	0.44	100%
2-3	C2U	SA2_RD1	PRESTON RD TO COIT RD	0.50	100%
2-4	C2U	SA2_RD1	COIT RD TO 1400 FT EAST OF COIT RD	0.26	100%
2-5	C2U	SA2_RD1	1400 FT EAST OF COIT RD TO SA2_RD2	0.20	100%
2-6	P6D	CARL DARNALL PKWY	1243 FT EAST OF SA2_RD2 TO SA2_RD2	0.25	50%
2-7	M4D	LEGACY DR	PRESTON RD TO CR 106	0.50	100%
2-8	M4D	LEGACY DR	2003 FT WEST OF COIT RD TO COIT RD	0.38	100%
2-9,4-1	M4D	ROBINSON DR	PRESTON RD TO COIT RD	0.59	50%
2-10,4-2	M4D	ROBINSON DR	COIT RD TO 2659 FT EAST OF COIT RD	0.50	50%
1-13,2-11	P6D	PRESTON RD	MARILEE RD TO STALLCUP BLVD	0.76	50%
1-14,2-12	P6D	PRESTON RD	STALLCUP BLVD TO CARL DARNALL PKWY	0.74	50%
1-15,2-13	P6D	PRESTON RD	CARL DARNALL PKWY TO 494 FT NORTH OF LEGACY DR	0.76	50%
1-16,2-14	P6D	PRESTON RD	494 FT NORTH OF LEGACY DR TO LEGACY DR	0.09	50%
2-15,3-54	P6D	PRESTON RD	LEGACY DR TO ROBINSON DR	0.39	50%
2-16	M4D	COIT RD	MARILEE RD TO CARL DARNALL PKWY	0.69	100%
2-17	M4D	COIT RD	640 SOUTH OF CARL DARNALL PKWY TO CARL DARNALL	0.12	50%
2-18	M4D	COIT RD	1438 FT NORTH OF LEGACY DR TO LEGACY DR	0.28	100%
	Int. Improvements		Coit Road & Stallcup Blvd		25%
	Int. Improvements		Coit Road & Carl Darnall Pkwy		50%
	Int. Improvements		Coit Road & Legacy Dr		25%
	Int. Improvements		Preston Rd & Marilee Rd		50%
	Int. Improvements		Preston Rd & Stallcup Blvd		50%
	Int. Improvements		Preston Rd & Carl Darnall Pkwy		50%
	Int. Improvements		Preston Rd & Legacy Dr		50%
	Int. Improvements		Preston Rd & Robinson Dr		25%
	Int. Improvements		GA Moore Pkwy & Celina Pkwy		25%
	Int. Improvements		SA2_Rd1 & SA2_Rd2		25%
	Int. Improvements		Carl Darnall Pkwy & SA2_Rd2		25%
	Int. Improvements		Preston Rd & Carl Darnall Pkwy		25%
	Int. Improvements		Marilee Road & Coit Road		25%

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Table 6. Capital Improvements Plan for Roadway Impact Fees - Service Area 3

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
1-8,3-1	M4D	LEGACY DR	LOUISIANA DR TO PRESTON RD	0.97	50%
1-5,3-2	P6D	G A MOORE PKWY	DALLAS NORTH TOLLWAY TO LEGACY DR	1.21	50%
3-3	P6D	G A MOORE PKWY	LEGACY DR TO CELINA PKWY	0.91	50%
3-4	M4D	O'BRIEN DR	DALLAS NORTH TOLLWAY TO 1094 FT WEST OF LEGACY DR	0.78	100%
3-5	C2U	O'BRIEN DR	LEGACY DR TO 2463 FT EAST OF LEGACY DR	0.49	100%
3-6	C2U	O'BRIEN DR	FM 455 TO CELINA PKWY	0.56	100%
3-7	C2U	CR 994	COX LN TO 1281 FT EAST OF COX LN	0.24	100%
3-8	C2U	CR 994	1566 FT EAST OF COX LN TO 1606 FT EAST OF COX LN	0.15	50%
3-9	P6D	J FRED SMITH PWKY	DALLAS NORTH TOLLWAY TO LEGACY DR	0.83	100%
3-10	P6D	J FRED SMITH PWKY	LEGACY DR TO FM 455	0.68	50%
3-11	P6D	J FRED SMITH PWKY	FM 455 TO 576 FT EAST OF FM 455	0.11	100%
3-12	P6D	J FRED SMITH PWKY	576 FT EAST OF FM 455 TO CELINA PKWY	0.48	100%
3-13	P6D	J FRED SMITH PWKY	CELINA PKWY TO COX LN	0.27	100%
3-14	P6D	J FRED SMITH PWKY	COX LN TO 1209 FT EAST OF COX LN	0.23	100%
3-15	P6D	J FRED SMITH PWKY	CR 57 TO 701 FT EAST OF CR 57	0.26	100%
3-16	P6D	J FRED SMITH PWKY	LOUISIANA DR TO 1432 FT WEST OF PRESTON RD	0.39	50%
3-17	M4D	LYNN STAMBAUGH	MALONE ST TO PRESTON RD	0.57	100%
3-18	M4D	WALNUT ST	1850 WEST OF CELINA PKWY TO CELINA PKWY	0.35	100%
3-19	M4D	WALNUT ST	CELINA PKWY TO FLORIDA	0.50	100%
3-20	P6D	MOBBERLY RD	DALLAS NORTH TOLLWAY TO 1000 FT EAST OF DALLAS NORTH TOLLWAY	0.20	100%
3-21	M4D	MOBBERLY CONNECTOR	2529 FT SOUTH OF MOBBERLY RD TO CELINA PKWY	0.80	100%
3-22	M4D	SUNSET BLVD	CELINA PKWY TO S UTAH DR	0.45	100%
3-23	M4D	SUNSET BLVD	S UTAH DR TO BNSF RAILWAY	0.39	100%
3-24	M4D	SUNSET BLVD	BNSF RAILWAY TO PRESTON RD	0.40	100%
3-25,6-1	P6D	FM 428	LEGACY DR TO DENTON COUNTY LINE	0.52	50%
3-26,6-2	P6D	FM 428	LEGACY DR TO DALLAS NORTH TOLLWAY	0.84	50%
3-27,6-3	P6D	FM 428	DALLAS NORTH TOLLWAY TO 797 FT WEST OF CR 55	0.63	50%
3-28,6-4	P6D	GLENDENNING PKWY	CELINA PKWY TO GLENDENNING PKWY	0.21	50%
3-29,6-5	P6D	GLENDENNING PKWY	PRESTON RD TO OLD CELINA CEMETERY	0.87	50%
3-30	P6D	LEGACY DR	979 FT NORTH OF DALLAS NORTH TOLLWAY TO MOBBERLY RD	0.23	50%
3-31	P6D	LEGACY DR	979 FT NORTH OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY	0.19	100%
3-32	P6D	LEGACY DR	MOBBERLY RD TO GLENDENNING PKWY	0.58	100%
3-33	P6D	LEGACY DR	1498 FT SOUTH OF O'BRIEN DR TO J FRED SMITH PKWY	0.39	100%
3-34	P6D	LEGACY DR	GA MOORE PKWY TO O'BRIEN DR	0.84	100%
3-35	M4D	FM 455	2463 FT EAST OF LEGACY DR TO J FRED SMITH PKWY	0.65	100%
3-36	M4D	FM 455	J FRED SMITH PKWY TO 1848 WEST OF CELINA PKWY	1.05	100%
3-37	P6D	CELINA PKWY	GA MOORE PKWY TO 1438 FT SOUTH OF LEGACY DR	0.71	50%
3-38	P6D	CELINA PKWY	O'BRIEN DR TO 1385 FT SOUTH OF O'BRIEN DR	0.26	100%
3-39	P6D	CELINA PKWY	1385 FT SOUTH OF O'BRIEN DR TO 1141 FT NORTH OF J FRED SMITH PKWY	0.51	50%
3-40	P6D	CELINA PKWY	4058 FT SOUTH OF O'BRIEN TO 3804 FT NORTH OF WALNUT ST	0.22	100%
3-41	P6D	CELINA PKWY	WALNUT ST TO SUNSET BLVD	0.59	100%
3-42	P6D	CELINA PKWY	SUNSET BLVD TO 1137 FT NORTH OF CR 1214	0.46	100%
3-43	P6D	CELINA PKWY	1137 FT NORTH OF CR 1214 TO CR 1214	0.20	100%
3-44	P6D	OKLAHOMA DR	LEGACY DR TO GA MOORE PKWY	0.87	100%
3-45	P6D	OKLAHOMA DR	GA MOORE PKWY TO O'BRIEN	0.55	100%
3-46	P6D	OKLAHOMA DR	CR 994 TO O'BRIEN DR	0.50	100%
3-47	P6D	OKLAHOMA DR	CR 994 TO 1045 FT SOUTH OF CR 994	0.20	50%
3-48	P6D	OKLAHOMA DR	1045 FT SOUTH OF CR 994 TO J FRED SMITH PKWY	0.25	100%
3-49	P6D	OKLAHOMA DR	J FRED SMITH PKWY TO 258.4 FT NORTH OF POPLAR ST	0.51	100%
3-50	C2U	COX LN	CR 994 TO J FRED SMITH PKWY	0.48	100%
3-51	C2U	FLORIDA	300 FT NORTH OF MULBERRY CT TO PECAN ST	0.28	100%
3-52	C2U	OKLAHOMA DR	ASH ST TO SUNSET BLVD	0.40	100%
3-53	C2U	OKLAHOMA DR	SUNSET BLVD TO PRESTON RD	0.54	100%
2-15,3-54	P6D	PRESTON RD	LEGACY DR TO ROBINSON DR	0.39	50%
3-55,4-29	P6D	PRESTON RD	ROBINSON DR TO GA MOORE PKWY	0.49	50%

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Table 6 Continued. Capital Improvements Plan for Roadway Impact Fees – Service Area 3

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
3-56,4-30	P6D	PRESTON RD	GA MOORE PKWY TO MASSEY DR	0.50	50%
3-57,4-31	P6D	PRESTON RD	MASSEY DR TO J FRED SMITH PKWY	1.00	50%
3-58,4-32	P6D	PRESTON RD	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.51	50%
3-59,4-33	P6D	PRESTON RD	LYNN STAMBAUGH PKWY TO FM 455	0.34	50%
3-60,4-34	P6D	PRESTON RD	FM 455 TO ASH ST	0.38	50%
3-61,4-35	P6D	PRESTON RD	ASH ST TO SUNSET BLVD	0.36	50%
3-62,4-36	P6D	PRESTON RD	SUNSET BLVD TO GLENDENNING PKWY	0.64	50%
3-63	C2U	FLORIDA DR	FLORIDA EXTENSION TO J FRED SMITH PKWY	0.39	100%
3-64	C2U	SA3_RD1	CR 95 TO LYNN STAMBAUGH PKWY	0.43	100%
3-65	P6D	MOBBERLY RD	1000 FT EAST OF DALLAS NORTH TOLLWAY TO LEGACY DR	0.36	50%
3-66	FWY	DALLAS NORTH TOLLWAY	GA MOORE PKWY TO O'BRIEN DR	1.31	50%
3-67	FWY	DALLAS NORTH TOLLWAY	O'BRIEN DR TO J FRED SMITH PKWY	0.70	50%
3-68	FWY	DALLAS NORTH TOLLWAY	J FRED SMITH PKWY TO MOBBERLY RD	1.21	50%
3-69	FWY	DALLAS NORTH TOLLWAY	COUNTY LINE TO LEGACY DR	0.68	100%
3-70	FWY	DALLAS NORTH TOLLWAY	LEGACY DR TO GLENDENNING PKWY	1.19	50%
1-7,3-71	P6D	LEGACY DR	GA MOORE PKWY TO CELINA PKWY	1.45	50%
3-72	P6D	G A MOORE PKWY	LOUISIANA DR TO PRESTON RD	0.86	50%
	Int. Improvements		FM 455 & O'Brien Dr		100%
	Int. Improvements		FM 455 & J Fred Smith Pkwy		100%
	Int. Improvements		Dallas North Tollway & CR 9		25%
	Int. Improvements		Legacy Dr & J Fred Smith Pkwy		50%
	Int. Improvements		Celina Pkwy & O'Brien Dr		25%
	Int. Improvements		Legacy Dr & O'Brien Dr		100%
	Int. Improvements		J Fred Smith Pkwy & Celina Pkwy		50%
	Int. Improvements		J Fred Smith Pkwy & Cox Ln		50%
	Int. Improvements		Cox Ln & CR 994		100%
	Int. Improvements		Louisiana Dr & CR 994		100%
	Int. Improvements		Louisiana Dr & O'Brien Dr		100%
	Int. Improvements		Louisiana Dr & GA Moore Pkwy		100%
	Int. Improvements		Louisiana Dr & J Fred Smith Pkwy		100%
	Int. Improvements		Dallas North Tollway & Mobberly Rd		50%
	Int. Improvements		Celina Pkwy & Walnut		50%
	Int. Improvements		Celina Pkwy & Sunset Blvd		100%
	Int. Improvements		BUS 289 & Sunset Blvd		100%
	Int. Improvements		BUS 289 & Ash St		100%
	Int. Improvements		Preston Rd & BUS 289		50%
	Int. Improvements		Preston Rd & Glendenning Pkwy		25%
	Int. Improvements		Preston Rd & Ash St		50%
	Int. Improvements		Preston Rd & FM 455		50%
	Int. Improvements		Preston Rd & GA Moore Pkwy		50%
	Int. Improvements		Preston Rd & Massey Dr		100%
	Int. Improvements		Preston Rd & Settlers Ridge Rd		50%
	Int. Improvements		Preston Rd & Lynn Stambaugh Pkwy		50%
	Int. Improvements		Preston Rd & Sunset Blvd		50%
	Int. Improvements		Celina Pkwy & Glendenning Pkwy		50%
	Int. Improvements		Dallas North Tollway & Glendenning Pkwy		50%
	Int. Improvements		Glendenning Pkwy & Huddleston Dr		50%
	Int. Improvements		Glendenning Pkwy & Legacy Dr		50%
	Int. Improvements		Legacy Dr & Dallas North Tollway		100%
	Int. Improvements		Dallas North Tollway & O'Brien Dr		50%
	Int. Improvements		Florida Dr & J Fred Smith		100%
	Int. Improvements		BUS 289 & Legacy Dr		50%
	Int. Improvements		Legacy Dr & GA Moore Parkway		50%
	Int. Improvements		Legacy Dr & Celina Pkwy		25%
	Int. Improvements		Preston Rd & Robinson Dr		50%
	Int. Improvements		CR 10 & GA Moore Pkwy		25%
	Int. Improvements		Preston Rd & Legacy Dr		25%

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Table 7. Capital Improvements Plan for Roadway Impact Fees - Service Area 4

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
2-9,4-1	M4D	ROBINSON DR	PRESTON RD TO COIT RD	0.59	50%
2-10,4-2	M4D	ROBINSON DR	COIT RD TO 2659 FT EAST OF COIT RD	0.50	50%
4-3	P6D	G A MOORE PKWY	PRESTON RD TO COIT RD	0.77	100%
4-4	P6D	G A MOORE PKWY	COIT RD TO 2375 FT WEST OF MCILROY DR	0.80	100%
4-5	P6D	G A MOORE PKWY	2375 FT EAST OF MCILROY DR TO MCILROY DR	0.42	100%
4-6	P6D	G A MOORE PKWY	MCILROY DR TO 2043 FT EAST OF MCILROY DR	0.39	100%
4-7	C2U	MASSEY DR	PRESTON RD TO COIT RD	0.94	100%
4-8	C2U	MASSEY DR	COIT RD TO 927 FT EAST OF COIT RD	0.18	50%
4-9	C2U	SA4_RD1	MASSEY DR TO 1324 FT EAST OF MASSEY DR	0.25	50%
4-10	C2U	SA4_RD1	1324 EAST OF MASSEY DR TO CR 132	0.27	100%
4-11	C2U	SA4_RD1	CR 132 TO 1082 FT EAST OF CR 132	0.22	50%
4-12	C2U	SA4_RD1	1082 FT EAST OF CR 132 TO 1670 FT EAST OF CR 132	0.13	100%
4-13	C2U	SA4_RD1	1670 FT EAST OF CR 132 TO CUSTER RD	0.15	50%
4-14	P6D	SA4_RD2	SA4_RD1 TO CUSTER RD	0.55	100%
4-15	P6D	J FRED SMITH PKWY	PRESTON RD TO 1316 FT EAST OF PRESTON RD	0.25	100%
4-16	P6D	J FRED SMITH PKWY	SETTLERS RIDGE RD TO 1070 EAST OF SETTLERS RIDGE RD	0.20	100%
4-17	P6D	J FRED SMITH PKWY	1959 FT WEST OF COIT RD TO COIT RD	0.37	100%
4-18	P6D	J FRED SMITH PKWY	CR 97 TO MCILROY DR	0.59	100%
4-19	P6D	J FRED SMITH PKWY	ROSELAND PKWY TO CUSTER RD	0.53	50%
4-20	M4D	LYNN STAMBAUGH PKWY	PRESTON RD TO COIT RD	0.92	100%
4-21,7-2	M4D	SUNSET BLVD	ROSELAND PKWY TO CUSTER RD	0.59	50%
4-22	M4D	LYNN STAMBAUGH PKWY	FM 455 TO CR 98	0.15	100%
4-23	M4D	LYNN STAMBAUGH PKWY	CR 98 TO ROSELAND PKWY	0.51	50%
4-24	P6D	COIT RD	SUNSET BLVD TO CR 92	0.24	50%
4-25	P6D	OUSLEY BLVD	PRESTON RD TO FM 455	0.78	100%
4-26	P6D	OUSLEY BLVD	2242 FT EAST OF COIT RD TO COIT RD	0.43	100%
4-27	M4D	SUNSET BLVD	PRESTON RD TO COIT RD	1.20	100%
4-28,7-3	P6D	GLENDENNING PKWY	PRESTON RD TO 1178 EAST OF PRESTON RD	0.22	50%
3-55,4-29	P6D	PRESTON RD	ROBINSON DR TO GA MOORE PKWY	0.49	50%
3-56,4-30	P6D	PRESTON RD	GA MOORE PKWY TO MASSEY DR	0.50	50%
3-57,4-31	P6D	PRESTON RD	MASSEY DR TO J FRED SMITH PKWY	1.00	50%
3-58,4-32	P6D	PRESTON RD	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.51	50%
3-59,4-33	P6D	PRESTON RD	LYNN STAMBAUGH PKWY TO FM 455	0.34	50%
3-60,4-34	P6D	PRESTON RD	FM 455 TO ASH ST	0.38	50%
3-61,4-35	P6D	PRESTON RD	ASH ST TO SUNSET BLVD	0.36	50%
3-62,4-36	P6D	PRESTON RD	SUNSET BLVD TO GLENDENNING PKWY	0.64	50%
4-37	M4D	COIT RD	ROBINSON DR TO GA MOORE PKWY	0.49	100%
4-38	P6D	COIT RD	GA MOORE PKWY TO MASSEY DR	0.50	100%
4-39	P6D	COIT RD	MASSEY DR TO J FRED SMITH PKWY	1.01	100%
4-40	P6D	COIT RD	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.50	100%
4-41	C2U	SA4_RD4	SUNSET BLVD TO GLENDENNING PKWY	0.50	50%
4-42	P6D	COIT RD	1261 FT SOUTH OF OUSLEY BLVD TO SUNSET BLVD	0.27	50%
4-43	C2U	SA4_RD3	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.54	50%
4-44	C2U	FM 455	PRESTON RD TO OUSLEY BLVD	0.39	100%
4-45	P6D	McILROY DR	GA MOORE PKWY TO 1959 FT NORTH OF GA MOORE PKWY	0.37	100%
4-46	C2U	ROSELAND PKWY	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.30	100%
4-47	C2U	ROSELAND PKWY	1329 FT SOUTH OF OUSLEY BLVD TO 2832 FT SOUTH OF OUSLEY BLVD	0.21	100%
4-48	C2U	ROSELAND PKWY	1848 FT NORTH OF SUNSET BLVD TO SUNSET BLVD	0.35	100%
4-49	C2U	CUSTER RD	1150 FT SOUTH OF GA MOORE PKWY TO SA4_RD1	0.17	100%
4-50	C2U	CUSTER RD	MCILROY DR TO SA4_RD1	0.27	100%
4-51	P6D	CUSTER RD	SA4_RD2 TO J FRED SMITH PKWY	0.38	100%
4-52	P6D	CUSTER RD	J FRED SMITH PKWY TO 1190 FT SOUTH OF J FRED SMITH PKWY	0.23	100%
4-53	P6D	PETERMAN PARKWAY	2677 FT NORTH OF J FRED SMITH PKWY TO J FRED SMITH PKWY	0.51	50%
4-54,7-1	M4D	SUNSET BLVD	COIT RD TO ROSELAND PKWY	1.19	50%
4-55	M4D	SUNSET BLVD	CUSTER RD TO PETERMAN PKWY	1.05	50%
4-56	P6D	CUSTER RD	917 FT NORTH OF SUNSET BLVD TO 748 FT SOUTH OF SUNSET BLVD	0.31	50%
4-57	P6D	J FRED SMITH PKWY	1250 FT EAST OF CUSTER RD TO 2651 FT EAST OF CUSTER RD	0.26	50%

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Table 7 Continued. Capital Improvements Plan for Roadway Impact Fees – Service Area 4

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
	Int. Improvements		Glendening Pkwy & SA4_Rd4		50%
	Int. Improvements		Custer Rd & Sunset Blvd		25%
	Int. Improvements		Sunset Blvd & Roseland Pkwy		50%
	Int. Improvements		Coit Rd & GA Moore Pkwy		100%
	Int. Improvements		GA Moore Pkwy & McIlroy Dr		100%
	Int. Improvements		Massey Dr & Massey Dr		100%
	Int. Improvements		Custer Rd & J Fred Smith Pkwy		25%
	Int. Improvements		J Fred Smith Pkwy & Peterman Parkway		25%
	Int. Improvements		Coit Rd & Lynn Stambaugh Pkwy		25%
	Int. Improvements		Lynn Stambaugh Pkwy & Roseland Pkwy		25%
	Int. Improvements		Coit Rd & Ousley Blvd		25%
	Int. Improvements		SA4_Rd1 & Massey Dr		25%
	Int. Improvements		SA4_Rd1 & Custer Rd		25%
	Int. Improvements		Lynn Stambaugh Pkwy & Coit Rd		25%
	Int. Improvements		Coit Road & Robinson Dr		50%
	Int. Improvements		Coit Rd & J Fred Smith Pkwy		50%
	Int. Improvements		Coit Rd & SA4_Rd1		50%
	Int. Improvements		J Fred Smith Pkwy & SA4_Rd3		50%
	Int. Improvements		Coit Rd & Massey Dr		75%
	Int. Improvements		J Fred Smith Pkwy & McIlroy Rd-Roseland Pkwy		75%
	Int. Improvements		Sunset Blvd & Coit Rd		75%
	Int. Improvements		SA4_Rd1 & McIlroy Dr		75%
	Int. Improvements		McIlroy Dr & Custer Rd		75%
	Int. Improvements		Sunset Blvd & SA4_Rd4		75%
	Int. Improvements		Preston Rd & Glendenning Pkwy		25%
	Int. Improvements		Preston Rd & BUS 289		50%
	Int. Improvements		Preston Rd & Ash St		50%
	Int. Improvements		Preston Rd & FM 455		50%
	Int. Improvements		Preston Rd & GA Moore Pkwy		50%
	Int. Improvements		Preston Rd & Settlers Ridge Rd		50%
	Int. Improvements		Preston Rd & Lynn Stambaugh Pkwy		50%
	Int. Improvements		Preston Rd & Sunset Blvd		50%
	Int. Improvements		Preston Rd & Robinson Dr		25%

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Table 8. Capital Improvements Plan for Roadway Impact Fees - Service Area 5

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
5-1	P6D	MOBBERLY RD	2547 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY	0.48	50%
5-2	P6D	CELINA RD	SMILEY RD TO 582 FT WEST OF FAIRFIELD RD	0.51	100%
5-3	P6D	CELINA RD	FAIRFIELD RD TO CELINA RD	0.16	50%
5-4	P6D	CELINA RD	589 FT EAST OF MCNABB DR TO 1303 FT EAST OF MCNABB DR	0.12	100%
5-5	P6D	CELINA RD	1242 FT WEST OF COUNTY LINE TO COUNTY LINE	0.24	100%
5-6	P6D	PUNK CARTER PKWY	MAYER PKWY TO BOTHWELL BLVD	0.55	50%
5-7	C2U	CAREY RD	SMILEY RD TO 945 FT WEST OF MCNABB DR	0.32	100%
5-8	C2U	CAREY RD	1035 FT EAST OF MCNABB DR TO 2468 FT WEST OF LEGACY DR	0.40	50%
5-9	C2U	CAREY RD	1247 FT WEST OF LEGACY DR TO LEGACY DR	0.24	100%
5-10	M4D (1/2)	CRUTCHFIELD DR	BOLEYN AVE TO BOTHWELL BLVD	0.30	100%
5-11	M4D	CRUTCHFIELD DR	BOTHWELL BLVD TO 1845 FT EAST OF BOTHWELL BLVD	0.35	100%
5-12	P6D	FRONTIER PKWY	MAYER PKWY TO 1599 FT EAST OF BOTHWELL BLVD	0.68	50%
5-13	P6D	FRONTIER PKWY	SMILEY RD TO 3152 FT WEST OF SMILEY RD	0.59	50%
5-14	P6D	MAYER PKWY	BOTHWELL BLVD TO 1139 FT SOUTH OF OUTER LOOP	0.84	50%
5-15	P6D	MAYER PKWY	283 FT NORTH OF COUNTRYVIEW DR TO PUNK CARTER PKWY	1.11	50%
5-16	P6D	MAYER PKWY	1252 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY	0.24	50%
5-17	M4D	BOTHWELL BLVD	946 FT NORTH OF CRUTCHFIELD DR TO CRUTCHFIELD DR	0.18	50%
5-18	M4D	BOTHWELL BLVD	FRONTIER PKWY TO ROSTHERNE DR	0.36	100%
5-19	P6D	SMILEY RD	GLENDENNING PKWY TO 1884 SOUTH OF GLENDENNING PKWY	0.36	50%
5-20	P6D	SMILEY RD	1884 SOUTH OF GLENDENNING PKWY TO OUTER LOOP EXTENSION	0.66	50%
5-21	P6D	SMILEY RD	CAREY RD TO 1334 FT SOUTH OF CAREY RD	0.25	100%
5-22	P6D	SMILEY RD	1334 FT SOUTH OF CAREY RD TO 2520 FT NORTH OF CRUTCHFIELD DR	0.11	100%
5-23	P6D	SMILEY RD	1337 FT NORTH OF CRUTCHFIELD DR TO 2520 FT NORTH OF CRUTCHFIELD DR	0.17	100%
5-24	P6D	SMILEY RD	1012 FT NORTH OF FRONTIER PKWY TO 1793 FT SOUTH OF CRUTCHFIELD DR	0.18	50%
5-25	P6D	SMILEY RD	1012 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY	0.20	50%
5-26,6-33	P6D	LEGACY DR	OUTER LOOP TO 983 FT NORTH OF OUTER LOOP	0.19	50%
5-27,6-36	P6D	LEGACY DR	OUTER LOOP TO PUNK CARTER PKWY	0.47	50%
5-28,6-32	P6D	LEGACY DR	PUNK CARTER PKWY TO CAREY RD	0.79	50%
5-29,6-34	P6D (1/2)	LEGACY DR	CAREY RD TO CLEAR CREEK PKWY	0.57	50%
5-30,6-35	P6D (1/2)	LEGACY DR	CLEAR CREEK PKWY TO FRONTIER PKWY	0.42	50%
5-31	M4D	McNABB DR	MOBBERLY RD TO 919 FT NORTH OF GLENDENNING PKWY	0.61	100%
5-32	C2U	CAREY RD	BOTHWELL BLVD TO SMILEY RD	0.52	50%
5-33	C2U	PARVIN RD	FRONTIER PKWY TO LEGACY DR	0.75	50%
5-34	M4D	BOTHWELL BLVD	885 FT NORTH OF PUNK CARTER PKWY TO 3500 FT WEST OF SMILEY RD	0.33	50%
5-35	P6D	MAYER PKWY	2250 FT SOUTH OF CRUTCHFIELD DR TO 1252 FT NORTH OF FRONTIER PKWY	0.27	50%
	Int. Improvements		Collin County Outer Loop & Legacy Dr		25%
	Int. Improvements		Frontier Pkwy & Legacy Dr		25%
	Int. Improvements		Legacy Dr & Clear Creek Pkwy		50%
	Int. Improvements		Frontier Pkwy & Smiley Rd		25%
	Int. Improvements		Smiley Rd & Merritt Way		25%
	Int. Improvements		Frontier Pkwy & Mayer Pkwy		25%
	Int. Improvements		Punk Carter Pkwy & Mayer Pkwy		25%
	Int. Improvements		Outer Loop Extension & Smiley Rd		25%
	Int. Improvements		Mobberly Rd & McNabb Dr		25%
	Int. Improvements		Smiley Rd & Celina Rd		25%
	Int. Improvements		Legacy Dr & Carey Rd		50%
	Int. Improvements		Parvin Rd & Bothwell Blvd		50%
	Int. Improvements		Mayer Pkwy & Crutchfield Dr		50%
	Int. Improvements		Smiley Rd & Carey Rd		50%
	Int. Improvements		Bothwell Blvd & Crutchfield Dr		75%
	Int. Improvements		Dallas North Tollway & Mobberly Rd		25%

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Table 9. Capital Improvements Plan for Roadway Impact Fees - Service Area 6

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
3-25,6-1	P6D	FM 428	LEGACY DR TO DENTON COUNTY LINE	0.52	50%
3-26,6-2	P6D	FM 428	LEGACY DR TO DALLAS NORTH TOLLWAY	0.84	50%
3-27,6-3	P6D	FM 428	DALLAS NORTH TOLLWAY TO 797 FT WEST OF CR 55	0.63	50%
3-28,6-4	P6D	GLENDENNING PKWY	CELINA PKWY TO GLENDENNING PKWY	0.21	50%
3-29,6-5	P6D	GLENDENNING PKWY	PRESTON RD TO OLD CELINA CEMETERY	0.87	50%
6-6	P6D (1/2)	PUNK CARTER PKWY	LEGACY DR TO HUDDLESTON DR	0.90	100%
6-7	P6D (1/2)	PUNK CARTER PKWY	HUDDLESTON DR TO DALLAS NORTH TOLLWAY	0.59	100%
6-8	P6D (1/2)	PUNK CARTER PKWY	DALLAS NORTH TOLLWAY TO 687 FT EAST OF DALLAS NORTH TOLLWAY	0.13	100%
6-9	P6D (1/2)	PUNK CARTER PKWY	687 FT EAST OF DALLAS NORTH TOLLWAY TO HAMILTON RD	0.18	100%
6-10	P6D	PUNK CARTER PKWY	HAMILTON RD TO LIGHT FARMS WAY	0.16	100%
6-11	P6D	PUNK CARTER PKWY	LIGHT FARMS WAY TO CR 51	0.15	100%
6-12	C2U	CAREY RD	HUDDLESTON DR TO 984 FT WEST OF HUDDLESTON DR	0.18	100%
6-13	M4D	DOE BRANCH BLVD	2926 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY	0.52	100%
6-14	P6D	PUNK CARTER PKWY	CR 51 TO PRESTON RD	1.04	100%
6-15	C2U	LAUGHLIN LN	STARLIGHT CREEK DR TO PRESTON	0.28	100%
6-16	M4D	DOE BRANCH BLVD	3779 FT WEST OF DALLAS NORTH TOLLWAY TO 2926 FT WEST OF DALLAS NORTH TOLLWAY	0.19	100%
6-17	P6D	FRONTIER PKWY	LEGACY DR TO DALLAS NORTH TOLLWAY	1.08	50%
6-18	P6D	FRONTIER PKWY	DALLAS NORTH TOLLWAY TO BRIDGEWATER DR	0.22	50%
6-19	P6D	FRONTIER PKWY	1275 FT WEST OF PRESTON RD TO PRESTON RD	0.24	50%
6-20	P6D	FRONTIER PKWY	PRAIRE CROSSING TO 956 FT EAST OF BNSF	0.25	50%
6-21	M4D	DOE BRANCH BLVD	1746 FT NORTH OF CLEAR CREEK PKWY TO 2909 FT NORTH OF CLEAR CREEK PKWY	0.11	100%
6-22	M4D	HUDDLESTON DR	1982 FT SOUTH OF GLENDENNING PKWY TO 3946 FT SOUTH OF GLENDENNING	0.38	50%
6-23	P6D	CELINA PKWY	ALAN DR TO OUTER LOOP	0.50	100%
6-24	P6D	LEGACY DR	GLENDENNING PKWY TO OUTER LOOP	0.98	100%
6-25	M4D	HUDDLESTON DR	GLENDENNING PKWY TO 1982 FT SOUTH OF GLENDENNING PKWY	0.38	100%
6-26	M4D	HUDDLESTON DR	PUNK CARTER PKWY TO CAREY RD	0.34	100%
6-27	M4D	LIGHT FARMS WAY	OUTER LOOP TO PUNK CARTER PKWY	0.38	50%
6-28	P6D	CELINA PKWY	790 FT NORTH OF GREENWAY AVE TO 321 FT NORTH OF GREENWAY AVE	0.09	100%
6-29	M4D	DOE BRANCH BLVD	CLEAR CREEK PKWY TO 1009 FT NORTH OF CLEAR CREEK PKWY	0.16	100%
6-30	P6D	CELINA PKWY	321 FT NORTH OF GREENWAY AVE TO 171 FT NORTH OF ALAN DR	0.24	50%
6-31	M4D (1/2)	HUDDLESTON DR	OUTER LOOP TO PUNK CARTER PKWY	0.47	100%
5-28,6-32	P6D	LEGACY DR	PUNK CARTER PKWY TO CAREY RD	0.79	50%
5-26,6-33	P6D	LEGACY DR	OUTER LOOP TO 983 FT NORTH OF OUTER LOOP	0.19	50%
5-29,6-34	P6D (1/2)	LEGACY DR	CAREY RD TO CLEAR CREEK PKWY	0.57	50%
5-30,6-35	P6D (1/2)	LEGACY DR	CLEAR CREEK PKWY TO FRONTIER PKWY	0.42	50%
5-27,6-36	P6D	LEGACY DR	OUTER LOOP TO PUNK CARTER PKWY	0.47	50%
6-37,7-30	P6D	PRESTON RD	1214 FT NORTH OF FRONTIER PKWY TO OWNSBY PKWY	0.90	50%
6-38,7-29	P6D	PRESTON RD	PUNK CARTER PKWY TO OWNSBY PKWY	0.51	50%
6-39,7-28	P6D	PRESTON RD	OUTER LOOP TO PUNK CARTER PKWY	0.55	50%
6-40,7-27	P6D	PRESTON RD	GLENDENNING PKWY TO OUTER LOOP	0.73	50%
6-41	C2U	CAREY RD	CAREY RD TO DALAS NORTH TOLLWAY	0.62	100%
6-42	M4D	CLEAR CREEK PKWY	1782 FT EAST OF DOE BRANCH BLVD TO DALLAS NORTH TOLLWAY	0.48	100%
6-43	C2U	CAREY RD	LEGACY DR TO 2000 FT EAST OF LEGACY DR	0.22	50%

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Table 9 Continued. Capital Improvements Plan for Roadway Impact Fees - Service Area 6

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
	Int. Improvements		Preston Rd & Frontier Pkwy		25%
	Int. Improvements		Preston Rd & Collin County Outer Loop		50%
	Int. Improvements		Preston Rd & Punk Carter Pkwy		50%
	Int. Improvements		Preston Rd & Ownsby Pkwy		50%
	Int. Improvements		Preston Rd & John Cambell		50%
	Int. Improvements		Collin County Outer Loop & Celina Pkwy		100%
	Int. Improvements		Dallas North Tollway & Light Farms Way		100%
	Int. Improvements		Dallas North Tollway & Punk Carter Pkwy		100%
	Int. Improvements		Dallas North Tollway & Clear Creek Pkwy		100%
	Int. Improvements		Punk Carter Pkwy & Huddleston Dr		100%
	Int. Improvements		Collin County Outer Loop & Dallas North Tollway		100%
	Int. Improvements		Carey Rd & Huddleston Dr		100%
	Int. Improvements		Punk Carter Pkwy & Light Farms Way		25%
	Int. Improvements		Frontier Pkwy & Worthington Way		50%
	Int. Improvements		Dallas North Tollway & Frontier Pkwy		50%
	Int. Improvements		Frontier Pkwy & Doe Branch Blvd		50%
	Int. Improvements		Legacy Dr & Punk Carter Pkwy		50%
	Int. Improvements		Celina Pkwy & Glendenning Pkwy		50%
	Int. Improvements		Dallas North Tollway & Glendenning Pkwy		50%
	Int. Improvements		Glendenning Pkwy & Huddleston Dr		50%
	Int. Improvements		Glendenning Pkwy & Legacy Dr		50%
	Int. Improvements		Collin County Outer Loop & Legacy Dr		50%
	Int. Improvements		Frontier Pkwy & Legacy Dr		25%
	Int. Improvements		Legacy Dr & Clear Creek Pkwy		50%
	Int. Improvements		Preston Rd & Glendenning Pkwy		25%
	Prior ROW Dedication - Various Developments		Dallas North Tollway ROW		100%

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Table 10. Capital Improvements Plan for Roadway Impact Fees - Service Area 7

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
4-54,7-1	M4D	SUNSET BLVD	COIT RD TO ROSELAND PKWY	1.19	50%
4-21,7-2	M4D	SUNSET BLVD	ROSELAND PKWY TO CUSTER RD	0.59	50%
4-28,7-3	P6D	GLENDENNING PKWY	PRESTON RD TO 1178 EAST OF PRESTON RD	0.22	50%
7-4	P6D	CHOATE PKWY	1886 FT NORTH OF OUTER LOOP TO CR 1224	0.63	100%
7-5	P6D	CHOATE PKWY	COIT RD TO 1714 FT WEST OF HACKBERRY CIR	0.69	100%
7-6	P6D	CHOATE PKWY	COIT RD TO 958 FT EAST OF COIT RD	0.17	100%
7-7	P6D	CHOATE PKWY	1162 FT EAST OF COIT RD TO 1349 FT EAST OF COIT RD	0.04	50%
7-8	P6D	CHOATE PKWY	1349 FT EAST OF COIT RD TO 1761 FT EAST OF COIT RD	0.06	100%
7-9	P6D	CHOATE PKWY	1674 FT EAST OF COIT RD TO 1740 FT EAST OF COIT RD	0.01	50%
7-10	P6D	CHOATE PKWY	1819 FT EAST OF COIT RD TO 3139 FT EAST OF COIT RD	0.24	100%
7-11	P6D	CHOATE PKWY	1733 FT WEST OF ROSELAND PKWY TO ROSELAND PKWY	0.30	50%
7-12	P6D	CHOATE PKWY	554 FT EAST OF ROSELAND PKWY TO 1225 FT EAST OF ROSELAND PKWY	0.13	100%
7-13	P6D	CHOATE PKWY	1225 FT EAST OF ROSELAND PKWY TO CUSTER RD	0.30	100%
7-14	P6D	CUSTER RD	FRONTIER PKWY TO OWNSBY PKWY	1.01	50%
7-15	P6D	COIT RD	OUTER LOOP TO CHOATE PKWY	0.34	50%
7-16	C2U	PUNK CARTER PKWY	KINSHIP PKWY TO COIT RD	0.44	100%
7-17	P6D	OWNSBY PKWY	PRESTON RD TO 760 FT EAST OF PALOMINO LN	0.49	100%
7-18	P6D	OWNSBY PKWY	1000 FT WEST OF BLUEWOOD WAY TO 1655 FT EAST OF BLUEWOOD WAY	0.51	100%
7-19	P6D	OWNSBY PKWY	CR 83 TO CR 86	0.28	100%
7-20	P6D	OWNSBY PKWY	WELLS WAY TO 2208 FT WEST OF ROSELAND PKWY	0.60	100%
7-21	P6D	OWNSBY PKWY	2209 FT WEST OF ROSELAND PKWY TO ROSELAND PKWY	0.42	100%
7-22	P6D	OWNSBY PKWY	ROSELAND PKWY TO CUSTER RD	0.54	100%
7-23	P6D	FRONTIER PKWY	PRESTON RD TO COIT RD	0.98	50%
7-24	P6D	FRONTIER PKWY	COIT RD TO WELLS WAY	0.63	50%
7-25	P6D	FRONTIER PKWY	WELLS WAY TO WATERVIEW TRL	0.67	50%
7-26	P6D	FRONTIER PKWY	WATERVIEW TRL TO CUSTER RD	0.84	50%
6-40,7-27	P6D	PRESTON RD	GLENDENNING PKWY TO OUTER LOOP	0.73	50%
6-39,7-28	P6D	PRESTON RD	OUTER LOOP TO PUNK CARTER PKWY	0.55	50%
6-38,7-29	P6D	PRESTON RD	PUNK CARTER PKWY TO OWNSBY PKWY	0.51	50%
6-37,7-30	P6D	PRESTON RD	1214 FT NORTH OF FRONTIER PKWY TO OWNSBY PKWY	0.90	50%
7-31	P6D	COIT RD	GLENDENNING PKWY TO 911 FT NORTH OF OUTER LOOP	0.50	100%
7-32	P6D	COIT RD	CHOATE PKWY TO 1788 FT SOUTH OF CHOATE PKWY	0.35	100%
7-33	P6D	COIT RD	OWNSBY PKWY TO 1083 NORTH OF PUNK CARTER PKWY	0.45	100%
7-34	P6D	COIT RD	OWNSBY PKWY TO CR 84	0.22	100%
7-35	P6D	COIT RD	CR 84 TO 2147 FT NORTH OF FRONTIER PKWY	0.71	100%
7-36	P6D	COIT RD	2147 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY	0.41	100%
7-37	C2U	WELLS WAY	629 FT SOUTH OF OWNSBY PKWY TO WELLS WAY	0.05	50%
7-38	C2U	WELLS WAY	FRONTIER PKWY TO 646 FT NORTH OF SADDLE HORN CT	1.01	100%
7-39	C2U	ROSELAND PKWY	SUNSET BLVD TO OUTER LOOP	0.74	100%
7-40	C2U	ROSELAND PKWY	CHOATE PKWY TO 1076 FT SOUTH OF CHOATE PKWY	0.21	100%
7-41	C2U	ROSELAND PKWY	1076 FT SOUTH OF CHOATE PKWY TO 1939 FT NORTH OF OWNSBY PKWY	0.30	100%
7-42	C2U	ROSELAND PKWY	993 FT NORTH OF OWNSBY PKWY TO 1935 FT NORTH OF OWNSBY PKWY	0.18	100%
7-43	P6D	CUSTER RD	CHOATE PKWY TO 1607 FT NORTH OF OWNSBY PKWY	0.70	50%
7-44	P6D	CUSTER RD	1607 FT NORTH OF OWNSBY PKWY TO OWNSBY PKWY	0.30	50%
7-45	P6D	CUSTER RD	748 FT SOUTH OF SUNSET BLVD TO COLLIN COUNTY OUTER LOOP	0.19	50%

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Table 10 Continued. Capital Improvements Plan for Roadway Impact Fees - Service Area 7

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
	Int. Improvements		Coit Rd & Punk Carter Pkwy		100%
	Int. Improvements		Coit Rd & Glendenning Pkwy		25%
	Int. Improvements		Frontier Pkwy & Custer Rd		25%
	Int. Improvements		Collin County Outer Loop & Roseland Pkwy		50%
	Int. Improvements		Custer Rd & Ownsby Pkwy		50%
	Int. Improvements		Frontier Pkwy & Wells Rd		50%
	Int. Improvements		Frontier Pkwy & Coit Rd		50%
	Int. Improvements		Ownsby Pkwy & Wells Way		50%
	Int. Improvements		Coit Rd & Ownsby Pkwy		50%
	Int. Improvements		Choate Pkwy & Custer Rd		50%
	Int. Improvements		Choate Pkwy & Roseland Pkwy		50%
	Int. Improvements		Coit Rd & Choate Pkwy		75%
	Int. Improvements		Custer Rd & Sunset Blvd		25%
	Int. Improvements		Sunset Blvd & Roseland Pkwy		50%
	Int. Improvements		Preston Rd & Frontier Pkwy		25%
	Int. Improvements		Preston Rd & Collin County Outer Loop		50%
	Int. Improvements		Preston Rd & Punk Carter Pkwy		50%
	Int. Improvements		Preston Rd & Ownsby Pkwy		50%
	Int. Improvements		Preston Rd & John Cambell		50%
	Int. Improvements		Collin County Outer Loop & Custer Road		25%

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Roadway Impact Fee - Service Area 1

Source: Kimley-Horn, 2021

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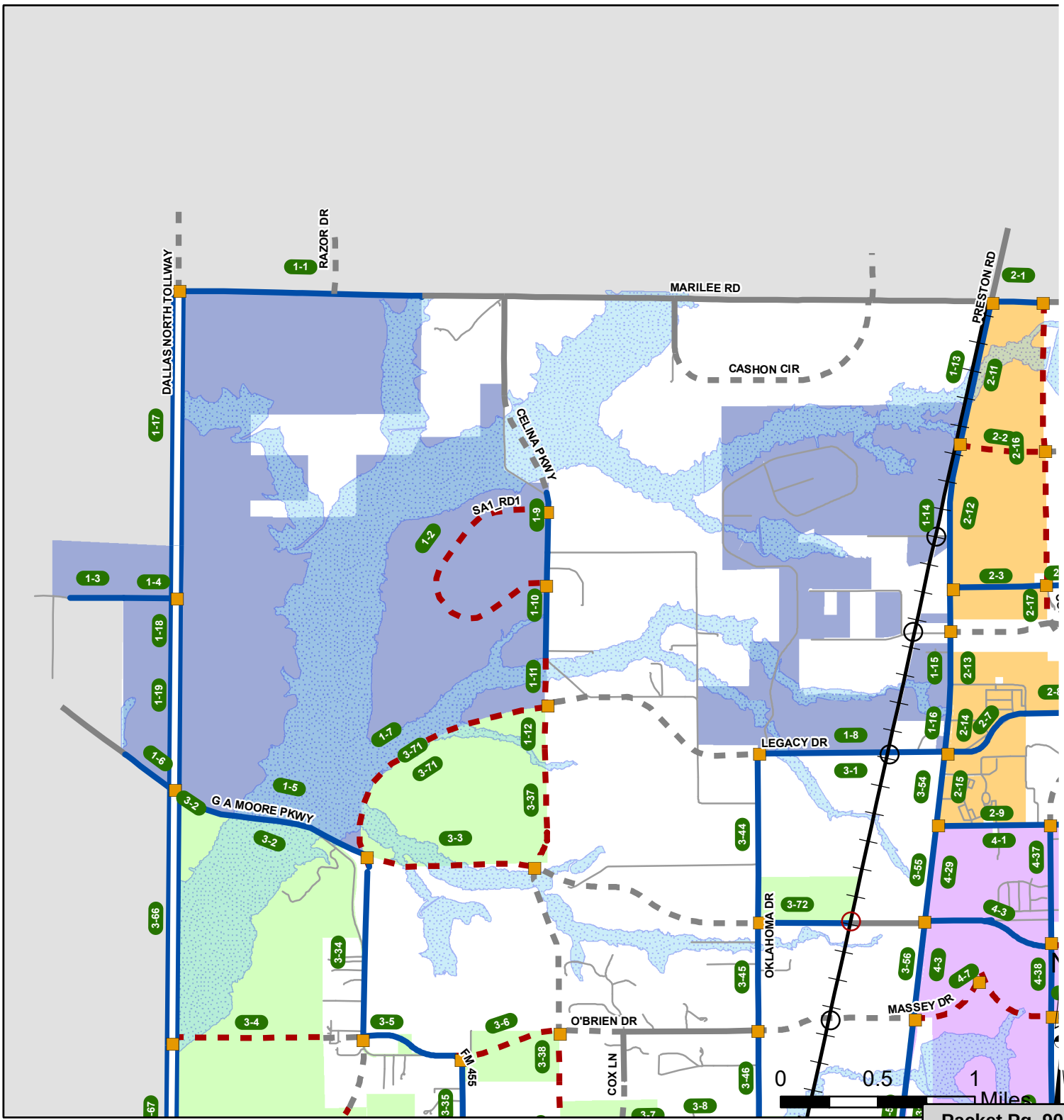
Expect More. Experience Better.

Legend

- Widening
- New Build
- Complete
- Outside City Limits/Other
- OCL-New Build
- ROW Only
- Intersection Improvements
- RR Grade Separated Crossing
- RR at Grade Crossing
- Railroad
- Downtown
- Roads
- Floodplain
- Service Area 1
- Service Area 2
- Service Area 3
- Service Area 4
- Service Area 5
- Service Area 6
- Service Area 7
- ETJ



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Roadway Impact Fee - Service Area 2

Source: Kimley-Horn, 2021

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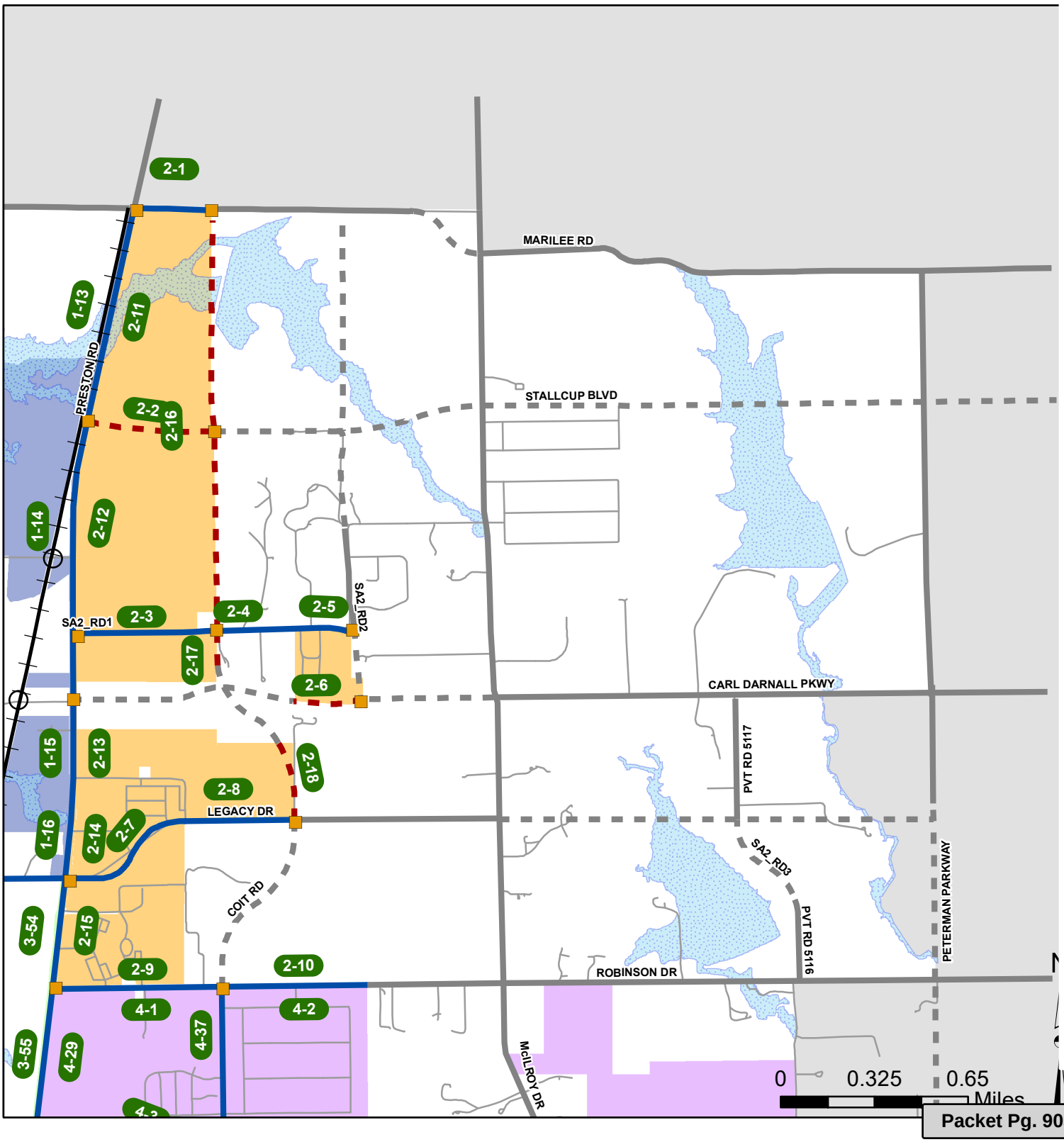
Expect More. Experience Better.

Legend

- Widening
- New Build
- Complete
- Outside City Limits/Other
- OCL-New Build
- ROW Only
- Intersection Improvements
- RR Grade Separated Crossing
- RR at Grade Crossing
- Railroad
- Downtown
- Roads
- Floodplain
- Service Area 1
- Service Area 2
- Service Area 3
- Service Area 4
- Service Area 5
- Service Area 6
- Service Area 7
- ETJ



Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

Roadway Impact Fee - Service Area 3

Source: Kimley-Horn, 2021

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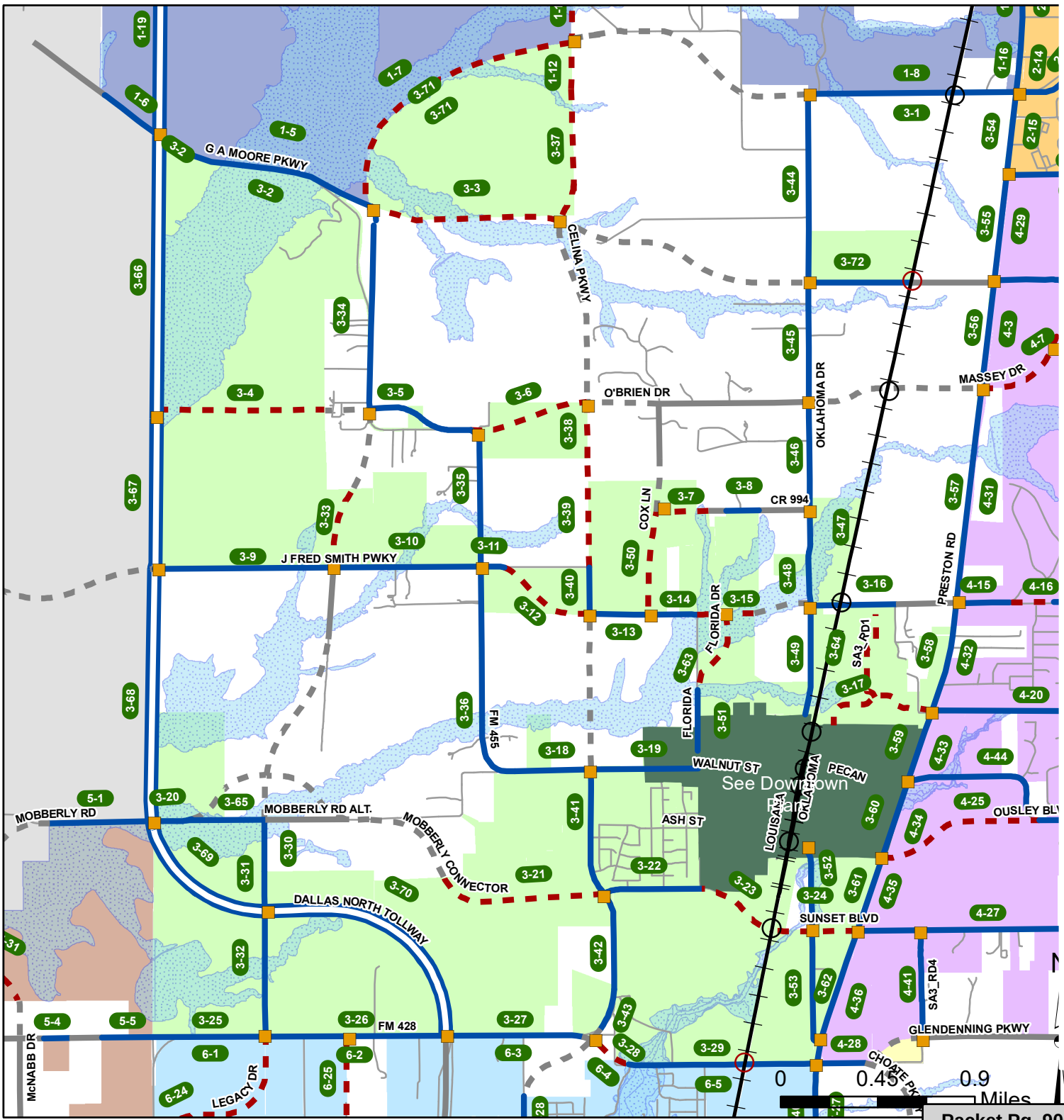
Legend

- Widening
- New Build
- Complete
- Outside City Limits/Other
- OCL-New Build
- ROW Only
- Intersection Improvements
- RR Grade Separated Crossing
- RR at Grade Crossing
- Railroad
- Downtown
- Roads
- Floodplain
- Service Area 1
- Service Area 2
- Service Area 3
- Service Area 4
- Service Area 5
- Service Area 6
- Service Area 7
- ETJ



Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

Roadway Impact Fee - Service Area 4

Source: Kimley-Horn, 2021

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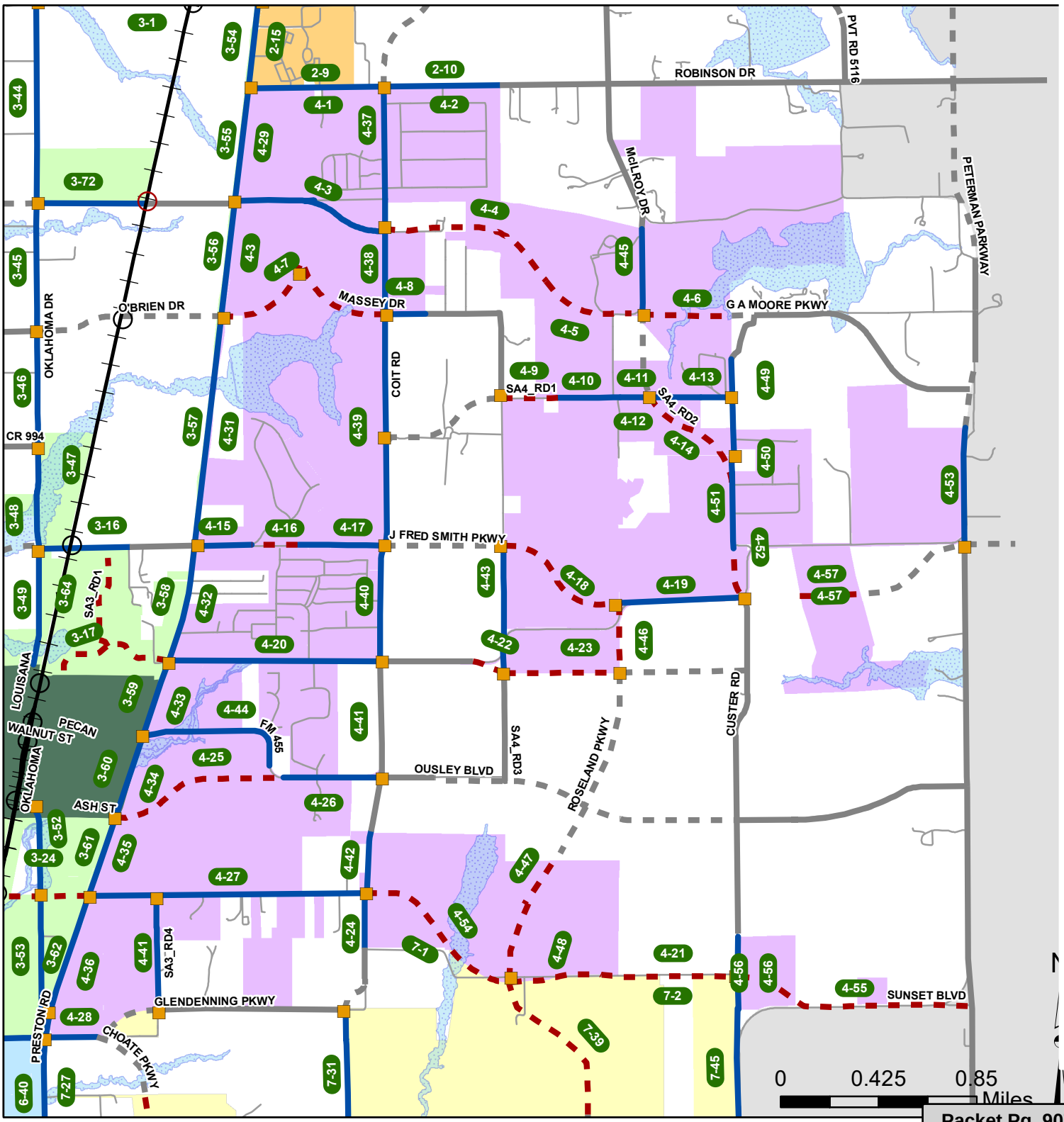
Legend

- Widening
- New Build
- Complete
- Outside City Limits/Other
- OCL-New Build
- ROW Only
- Intersection Improvements
- RR Grade Separated Crossing
- RR at Grade Crossing
- Railroad
- Downtown
- Roads
- Floodplain
- Service Area 1
- Service Area 2
- Service Area 3
- Service Area 4
- Service Area 5
- Service Area 6
- Service Area 7
- ETJ



Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

Roadway Impact Fee - Service Area 5

Source: Kimley-Horn, 2021

Kimley»Horn
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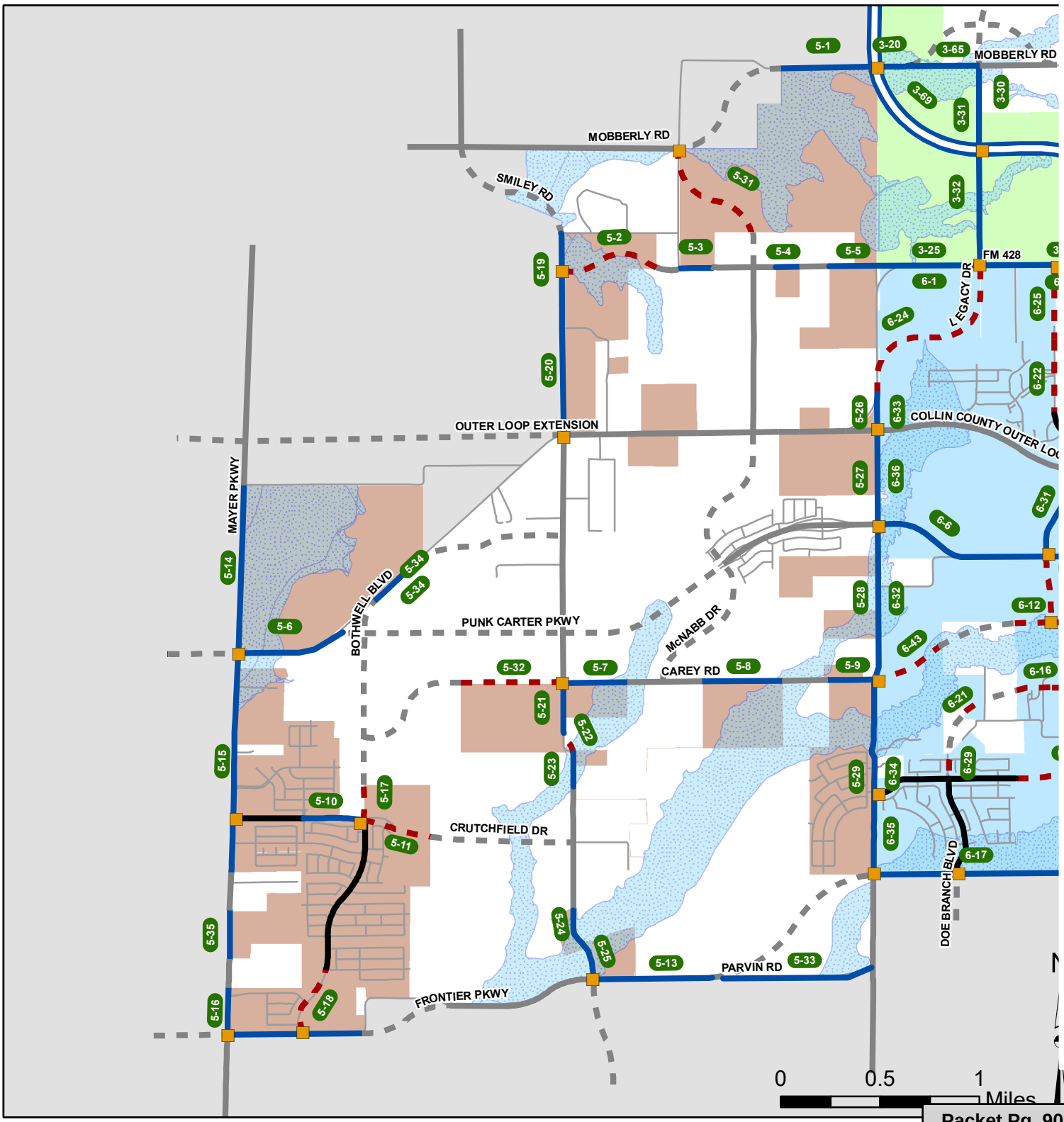
Legend

- Widening
- New Build
- Complete
- Outside City Limits/Other
- OCL-New Build
- ROW Only
- Intersection Improvements
- RR Grade Separated Crossing
- RR at Grade Crossing
- Railroad
- Downtown
- Roads
- Floodplain
- Service Area 1
- Service Area 2
- Service Area 3
- Service Area 4
- Service Area 5
- Service Area 6
- Service Area 7
- ETJ



Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

Roadway Impact Fee - Service Area 6

Source: Kimley-Horn, 2021

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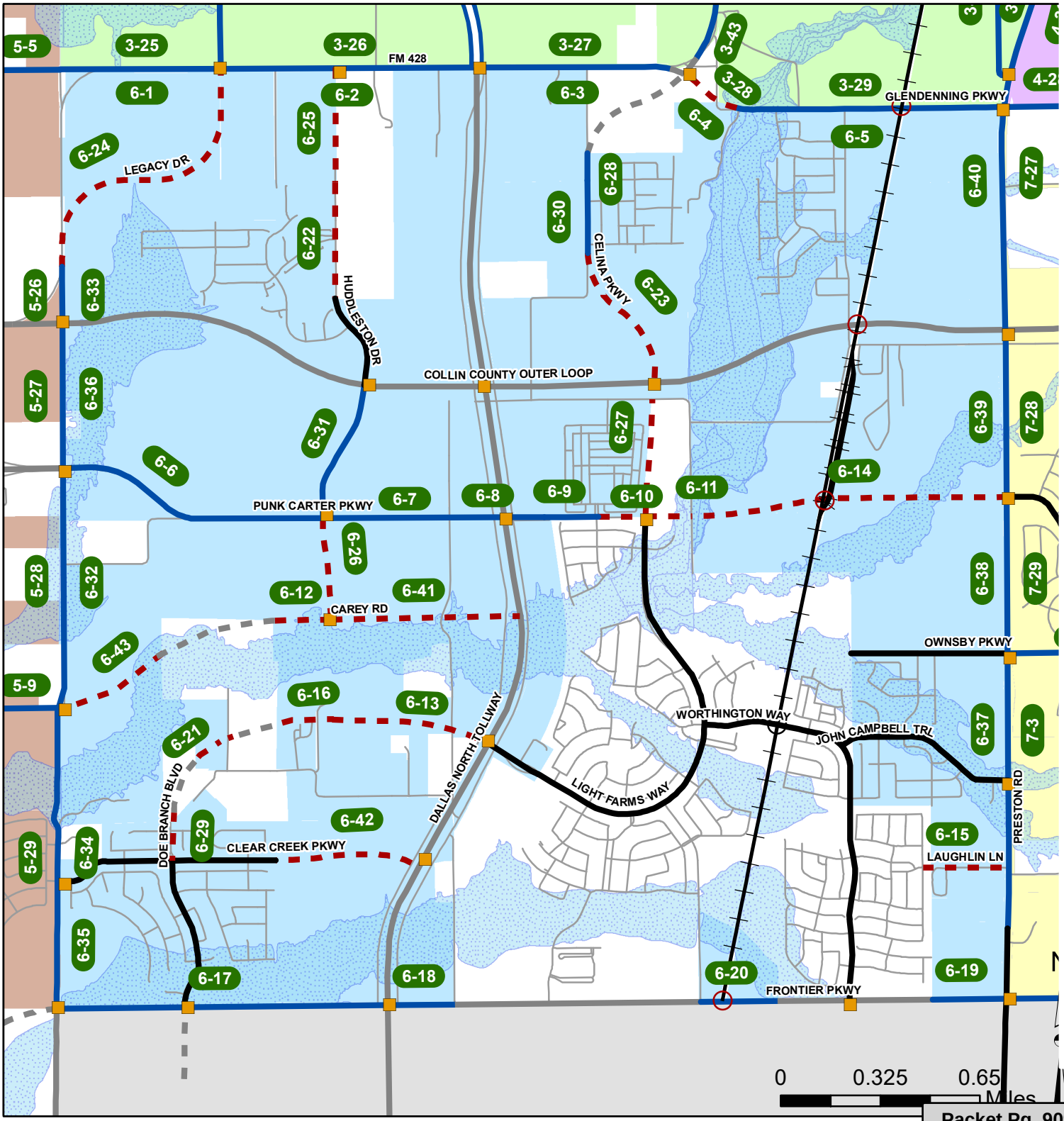
Legend

- Widening
- New Build
- Complete
- Outside City Limits/Other
- OCL-New Build
- ROW Only
- Intersection Improvements
- RR Grade Separated Crossing
- RR at Grade Crossing
- Railroad
- Downtown
- Roads
- Floodplain
- Service Area 1
- Service Area 2
- Service Area 3
- Service Area 4
- Service Area 5
- Service Area 6
- Service Area 7
- ETJ



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Roadway Impact Fee - Service Area 7

Source: Kimley-Horn, 2021

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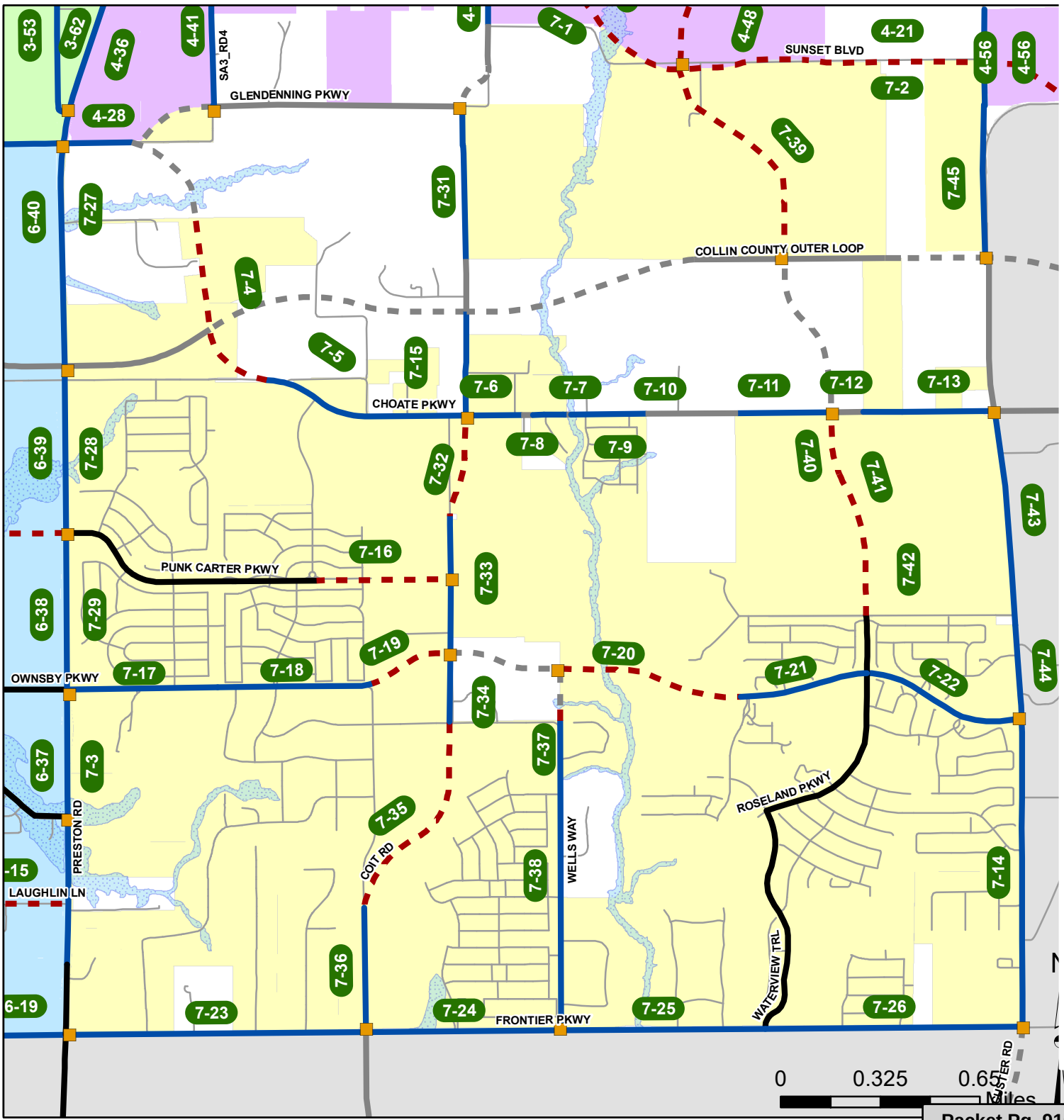
Legend

- Widening
- New Build
- Complete
- Outside City Limits/Other
- OCL-New Build
- ROW Only
- Intersection Improvements
- RR Grade Separated Crossing
- RR at Grade Crossing
- Railroad
- Downtown
- Roads
- Floodplain
- Service Area 1
- Service Area 2
- Service Area 3
- Service Area 4
- Service Area 5
- Service Area 6
- Service Area 7
- ETJ



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4. METHODOLOGY FOR ROADWAY IMPACT FEES

A. SERVICE AREAS

The service areas used in the 2020 Roadway Impact Fee Update are shown in the previously referenced **Exhibit 1**. These service areas cover the entire corporate boundary of the City of Celina. Chapter 395 of the Texas Local Government Code specifies that "the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. This resulted in the creation of seven service areas in the City of Celina.

B. SERVICE UNITS

The "service unit" is a measure of consumption or use of the roadway facilities by new development. In other words, it is the measure of supply and demand for roads in the City. For transportation purposes, the service unit is defined as a vehicle-mile. On the supply side, this is a lane-mile of a thoroughfare street. On the demand side, this is a vehicle-trip of one-mile in length. The application of this unit as an estimate of either supply or demand is based on travel during the afternoon peak hour of traffic. This time period is commonly used as the basis for transportation planning and the estimation of trips created by new development.

Another aspect of the service unit is the service volume that is provided (supplied) by a lane-mile of roadway facility. This number, also referred to as capacity, is a function of the facility type, facility configuration, number of lanes, and level of service. Below is the definition for vehicle-mile.

Vehicle-Mile: The capacity consumed in a single lane in the PM peak hour by a vehicle making a trip one mile in length.

Total Vehicle-Miles of Supply: Based on the total length (miles), number of lanes, and capacity (vehicles per hour) provided by the Celina Thoroughfare Plan.

Total Vehicle-Miles of Demand: Based on the 10-year growth projections. The demand is equal to PM Trip Rate (trips) * Trip Length (miles).

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The hourly service volumes used in the Roadway Impact Fee Update are based upon Thoroughfare Capacity Criteria published by the North Central Texas Council of Governments (NCTCOG) and applied to the City of Celina. **Table 11** shows the service volumes as a function of the proposed facility type and **Table 12** shows the service volumes as a function of the existing facility type.

Table 11. Level of Use for Proposed Facilities

(used in Appendix B – CIP Units of Supply)

Roadway Type (MTP Classifications)	Median Configuration	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
P6D – Primary Arterial	Divided	750
M4D – Minor Arterial	Divided	650
C2U – Collector	Undivided	475

Table 12. Level of Use for Existing Facilities

(used in Appendix C – Existing Facilities Inventory)

Roadway Type	Description	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
1W	One-Way Section	525
2UD-G	Rural Cross-Section (i.e. gravel, dirt, etc.)	150
2UD	Two lane undivided	475
4D	Four lane divided	650
XX	New Roadway – not yet built	-

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C. Cost of the CIP

The costs that may be included in the cost per service unit are all of the implementation costs for the Roadway Impact Fee Update, as well as project costs for arterial system elements within the Capital Improvement Plan. Chapter 395 of the Texas Local Government Code specifies that the allowable costs are "…including and limited to the:

1. Construction contract price;
2. Surveying and engineering fees;
3. Land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and
4. Fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the Capital Improvement Plan who is not an employee of the political subdivision."

The engineer's opinion of the probable costs of the projects in the CIP is based, in part, on the calculation of a unit cost of construction. This means that a cost per linear foot of roadway is calculated based on an average price for the various components of roadway construction. This allows the probable cost to be determined by the type of facility being constructed, the number of lanes, and the length of the project. The costs for location-specific items such as bridges, highway ramps, drainage structures, and any other special components are added to each project as appropriate. In addition, projects by the State and Collin County in which the City plans to contribute a portion of the total project cost have been included in the CIP as lump sum costs. The following is a detailed description of the costing worksheet/methodology for the Roadway Impact Fee CIP.

1) Overview of Roadway Impact Fee CIP Costing Worksheets

For each project a specific costing worksheet was developed (see **Appendix A**). Each worksheet contained the following four main components:

- Project Information,
- Construction Pay Items,

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- Construction Component Allowances and
- Summary of Costs and Allowances

An example costing sheet showing these four components is provided below:

Project Information

Construction Pay Items

Construction Component Allowances

Summary of Costs and Allowances

City of Celina
2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 5/14/2021

Project Information:		**Description:**	**Project No.**	**1-1**
Name:	MARILEE RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	DALLAS NORTH TOLLWAY TO 2250 FT WEST OF CELINA			
Impact Fee Class:	P6D			
Existing Lanes:	2UD-G			
Length (lf):	2,800			
Service Area(s):	1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,644	cy	$ 8.00	$ 77,156
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	19,289	sy	$ 5.00	$ 96,444
304	10" Concrete Pavement w/ 6" Curb	17,422	sy	$ 50.00	$ 871,111
404	4" Topsoil	8,089	sy	$ 4.50	$ 36,400
504	5" Concrete Sidewalk	56,000	sf	$ 3.75	$ 210,000
604	Moisture Conditioning	19,289	sy	$ 8.00	$ 154,311
704	Street Lighting	2,800	lf	$ 70.00	$ 196,000
				Paving Construction Cost Subtotal:	**$ 1,641,422**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 131,314
√	Traffic Control	Construction Phase Traffic Control	3%	$ 49,243
√	Pavement Markings/Signs		4%	$ 65,657
√	Roadway Drainage	Standard Internal System	25%	$ 410,356
√	Special Drainage Structures	Major Floodplain Crossing	$826,112	$ 826,112
√	Water	Minor Adjustments	5%	$ 82,071
√	Sewer	Minor Adjustments	2%	$ 32,828
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 98,485
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,696,066**
			Paving and Allowance Subtotal:	**$ 3,337,488**
			Construction Contingency: 15%	$ 500,623
			Construction Cost TOTAL:	**$ 3,839,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,839,000**
Engineering/Survey/Testing:		18%	$ 691,020
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 383,900
		Impact Fee Project Cost TOTAL:	**$ 4,914,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.

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2) Project Information

In order to correctly estimate the cost of a roadway project, several attributes are first identified:

- Project Number – Identifies each project with a corresponding number. The corresponding number does not represent any prioritizations and is used only to identify projects
- Name – A unique identifier for each project
- Limits – Represents the beginning and ending location for each project
- Impact Fee Class – The costing class to be used in the analysis. The impact fee class provides the width for the various elements in the roadway. The construction costs are variable, based on the proposed Thoroughfare Plan classification of the roadway
- Existing Lanes – The existing lane configuration of the project. See **Table 12** for abbreviation definitions.
- Length (ft) – The distance measured in feet that is used to cost out the project
- Service Area(s) – Represents the service area(s) where the project is located
- Description – Used to describe the project type assumed in the costing such as a widening or reconstruction

3) Construction Pay items

A typical roadway project consists of several costs, including the following: planning, survey, design engineering, permitting, right-of way acquisition, construction and inspection. While the construction cost component of a project may contain approximately 100 various pay items, a simplified approach was used for developing the conceptual level project costs. Each new project's construction cost was divided into three cost components: roadway construction cost, major construction component allowances, and summary of cost and allowances. The roadway construction components consist of the following pay items:

- Street excavation,
- Lime stabilization,
- Concrete pavement,
- Topsoil,
- Sidewalks,
- Moisture Conditioning, and
- Street Lighting.

4) Construction Component Allowances

A percentage of the paving construction cost is allotted for various major construction component allowances, as appropriate. These allowances include traffic control, pavement

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markings and signage, roadway drainage, minor water and sewer adjustments, landscaping and irrigation. These allowance percentages are also based on historical data.

In addition, lump sum dollar allowances are provided for special drainage structures, and railroad crossings. The paving and allowance subtotal is given a 15% contingency. An additional 8% of the construction cost total is added for preparation of right-of-way (ROW).

5) Summary of Cost and Allowances

To determine the total Impact Fee Project Cost, 18% of the construction cost total is added for engineering, surveying, and testing. Another 20% of the construction cost total is added for ROW/easement acquisition for new projects. This percentage is reduced to 10% where the roadway already exists.

The construction costs are variable based on the proposed classification of the roadway. Additional classifications are utilized in cases where a portion of the facility currently exists. The classification followed by (1/2) is used for facilities where half the facility still needs to be constructed.

Tables 13-19 comprise the CIP project list for the City of Celina with conceptual level project cost projections. Detailed cost projections and methodology used for each individual project have been provided to the City. It should be noted that these tables reflect only conceptual-level opinions or assumptions regarding the portions of future project costs that are potentially recoverable through impact fees. Actual costs of construction are likely to change with time and are dependent on market and economic conditions that cannot be precisely predicted at this time.

This CIP created for the City of Celina introduces a list of projects for which an impact fee funding program can be established. This is different from a City's construction CIP, which provides a broad list of capital projects for which the City is committed to building. The cost projections utilized in this study should not be utilized for the City's building program or construction CIP.

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Table 13. 10-Year Capital Improvement Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area 1

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
1-1	P6D	MARILEE RD	DALLAS NORTH TOLLWAY TO 2250 FT WEST OF CELINA PKWY	0.53	50%	$ 4,914,000	$ 2,457,000
1-2	C2U	SA1_RD1	5360 FT NORTH OF LEGACY DR TO 3254 FT NORTH OF LEGACY DR	0.50	100%	$ 2,056,000	$ 2,056,000
1-3	M4D	RAZOR DR	1431 FT WEST OF DALLAS NORTH TOLLWAY TO 2926 FT WEST OF DALLAS NORTH TOLLWAY	0.28	50%	$ 1,955,000	$ 977,500
1-4	M4D	RAZOR DR	1431 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY	0.27	100%	$ 1,882,000	$ 1,882,000
1-5,3-2	P6D	G A MOORE PKWY	DALLAS NORTH TOLLWAY TO LEGACY DR	1.21	50%	$ 13,614,000	$ 6,807,000
1-6	P6D	G A MOORE PKWY	RILEY RD TO DALLAS NORTH TOLLWAY	0.32	50%	$ 2,232,000	$ 1,116,000
1-7,3-71	P6D	LEGACY DR	GA MOORE PKWY TO CELINA PKWY	1.45	50%	$ 13,415,000	$ 6,707,500
1-8,3-1	M4D	LEGACY DR	LOUISIANA DR TO PRESTON RD	0.97	50%	$ 8,233,000	$ 4,116,500
1-9	P6D	CELINA PKWY	SA1_RD2 TO 1965 FT NORTH OF SA1_RD2	0.31	50%	$ 2,159,000	$ 1,079,500
1-10	P6D	CELINA PKWY	CELINA PKWY TO SA1_RD2	0.55	50%	$ 3,836,000	$ 1,918,000
1-11	P6D	CELINA PKWY	LEGACY DR TO CELINA PKWY	0.21	50%	$ 2,949,000	$ 1,474,500
1-12	P6D	CELINA PKWY	1558 FT SOUTH OF LEGACY DR TO LEGACY DR	0.25	50%	$ 1,842,000	$ 921,000
1-13,2-11	P6D	PRESTON RD	MARILEE RD TO STALLCUP BLVD	0.76	50%	$ 6,038,000	$ 3,019,000
1-14,2-12	P6D	PRESTON RD	STALLCUP BLVD TO CARL DARNALL PKWY	0.74	50%	$ 5,156,000	$ 2,578,000
1-15,2-13	P6D	PRESTON RD	CARL DARNALL PKWY TO 494 FT NORTH OF LEGACY DR	0.76	50%	$ 5,302,000	$ 2,651,000
1-16,2-14	P6D	PRESTON RD	494 FT NORTH OF LEGACY DR TO LEGACY DR	0.09	50%	$ 627,000	$ 313,500
1-17	FWY	DALLAS NORTH TOLLWAY	MARILEE RD TO 1433 FT NORTH OF RAZOR DR	1.31	50%	$ 13,830,000	$ 6,915,000
1-18	FWY	DALLAS NORTH TOLLWAY	1433 FT NORTH OF RAZOR DR TO RAZOR DR	0.28	100%	$ 2,960,000	$ 2,960,000
1-19	FWY	DALLAS NORTH TOLLWAY	RAZOR DR TO GA MOORE PKWY	0.99	100%	$ 10,450,000	$ 10,450,000
Int. Improvements			CR 10 & Razor Dr		100%	$ 900,000	$ 900,000
Int. Improvements			CR 10 & Marilee Road		25%	$ 1,800,000	$ 450,000
Int. Improvements			BUS 289 & Legacy Dr		50%	$ 300,000	$ 150,000
Int. Improvements			Legacy Dr & GA Moore Parkway		25%	$ 300,000	$ 75,000
Int. Improvements			CR 10 & GA Moore Pkwy		50%	$ 1,800,000	$ 900,000
Int. Improvements			Legacy Dr & Celina Pkwy		25%	$ 300,000	$ 75,000
Int. Improvements			Preston Rd & Carl Darnall Pkwy		25%	$ 900,000	$ 225,000
Int. Improvements			Celina Pkwy & SA1_RD1		50%	$ 300,000	$ 150,000
Int. Improvements			Celina Pkwy & SA1_RD1		50%	$ 300,000	$ 150,000
						Service Area Project Cost Subtotal	**$ 63,474,000**
						2020 Roadway Impact Fee Study Cost Per Service Area	**$ 8,571**
						Total Cost in SERVICE AREA 1	**$ 63,482,571**

Notes:

a. The planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
b. The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.
c. The project cost total within Service Area may differ from the total shown in the Summary sheets contained within **Appendix A** due to some projects that are split between City limits and ETJ.

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Table 14. 10-Year Capital Improvement Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area 2

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
2-1	P6D	MARILEE RD	PRESTON RD TO COIT RD	0.11	50%	$ 767,000	$ 383,500
2-2	M4D	STALLCUP BLVD	PRESTON RD TO COIT RD	0.44	100%	$ 3,246,000	$ 3,246,000
2-3	C2U	SA2_RD1	PRESTON RD TO COIT RD	0.5	100%	$ 1,946,000	$ 1,946,000
2-4	C2U	SA2_RD1	COIT RD TO 1400 FT EAST OF COIT RD	0.26	100%	$ 1,014,000	$ 1,014,000
2-5	C2U	SA2_RD1	1400 FT EAST OF COIT RD TO SA2_RD2	0.2	100%	$ 778,000	$ 778,000
2-6	P6D	CARL DARNALL PKWY	1243 FT EAST OF SA2_RD2 TO SA2_RD2	0.25	50%	$ 1,842,000	$ 921,000
2-7	M4D	LEGACY DR	PRESTON RD TO CR 106	0.5	100%	$ 3,487,000	$ 3,487,000
2-8	M4D	LEGACY DR	2003 FT WEST OF COIT RD TO COIT RD	0.38	100%	$ 2,648,000	$ 2,648,000
2-9,4-1	M4D	ROBINSON DR	PRESTON RD TO COIT RD	0.59	50%	$ 4,113,000	$ 2,056,500
2-10,4-2	M4D	ROBINSON DR	COIT RD TO 2659 FT EAST OF COIT RD	0.5	50%	$ 3,487,000	$ 1,743,500
1-13,2-11	P6D	PRESTON RD	MARILEE RD TO STALLCUP BLVD	0.76	50%	$ 6,038,000	$ 3,019,000
1-14,2-12	P6D	PRESTON RD	STALLCUP BLVD TO CARL DARNALL PKWY	0.74	50%	$ 5,156,000	$ 2,578,000
1-15,2-13	P6D	PRESTON RD	CARL DARNALL PKWY TO 494 FT NORTH OF LEGACY DR	0.76	50%	$ 5,302,000	$ 2,651,000
1-16,2-14	P6D	PRESTON RD	494 FT NORTH OF LEGACY DR TO LEGACY DR	0.09	50%	$ 627,000	$ 313,500
2-15,3-54	P6D	PRESTON RD	LEGACY DR TO ROBINSON DR	0.39	50%	$ 2,720,000	$ 1,360,000
2-16	M4D	COIT RD	MARILEE RD TO CARL DARNALL PKWY	0.69	100%	$ 6,679,000	$ 6,679,000
2-17	M4D	COIT RD	640 SOUTH OF CARL DARNALL PKWY TO CARL DARNALL PKWY	0.12	50%	$ 887,000	$ 443,500
2-18	M4D	COIT RD	1438 FT NORTH OF LEGACY DR TO LEGACY DR	0.28	100%	$ 2,066,000	$ 2,066,000
Int. Improvements			Coit Road & Stallcup Blvd		25%	$ 300,000	$ 75,000
Int. Improvements			Coit Road & Carl Darnall Pkwy		50%	$ 300,000	$ 150,000
Int. Improvements			Coit Road & Legacy Dr		25%	$ 300,000	$ 75,000
Int. Improvements			Preston Rd & Marilee Rd		50%	$ 1,800,000	$ 900,000
Int. Improvements			Preston Rd & Stallcup Blvd		50%	$ 750,000	$ 375,000
Int. Improvements			Preston Rd & Carl Darnall Pkwy		50%	$ 1,800,000	$ 900,000
Int. Improvements			Preston Rd & Legacy Dr		50%	$ 1,050,000	$ 525,000
Int. Improvements			Preston Rd & Robinson Dr		25%	$ 150,000	$ 37,500
Int. Improvements			GA Moore Pkwy & Celina Pkwy		25%	$ 300,000	$ 75,000
Int. Improvements			SA2_Rd1 & SA2_Rd2		25%	$ 250,000	$ 62,500
Int. Improvements			Carl Darnall Pkwy & SA2_Rd2		25%	$ 300,000	$ 75,000
Int. Improvements			Preston Rd & Carl Darnall Pkwy		25%	$ 900,000	$ 225,000
Int. Improvements			Marilee Road & Coit Road		25%	$ 300,000	$ 75,000
						Service Area Project Cost Subtotal	**$ 40,883,500**
						2020 Roadway Impact Fee Study Cost Per Service Area	**$ 8,571**
						Total Cost in SERVICE AREA 2	**$ 40,892,071**

Notes:

a. The planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
b. The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.
c. The project cost total within Service Area may differ from the total shown in the Summary sheets contained within **Appendix A** due to some projects that are split between City limits and ETJ.

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

Kimley»Horn

CELINA TEXAS EST. 1876
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Table 15. 10-Year Capital Improvement Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area 3

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
1-8,3-1	M4D	LEGACY DR	LOUISIANA DR TO PRESTON RD	0.97	50%	$ 8,233,000	$ 4,116,500
1-5,3-2	P6D	G A MOORE PKWY	DALLAS NORTH TOLLWAY TO LEGACY DR	1.21	50%	$ 13,614,000	$ 6,807,000
3-3	P6D	G A MOORE PKWY	LEGACY DR TO CELINA PKWY	0.91	50%	$ 9,619,000	$ 4,809,500
3-4	M4D	O'BRIEN DR	DALLAS NORTH TOLLWAY TO 1094 FT WEST OF LEGACY DR	0.78	100%	$ 7,295,000	$ 7,295,000
3-5	C2U	O'BRIEN DR	LEGACY DR TO 2463 FT EAST OF LEGACY DR	0.49	100%	$ 1,905,000	$ 1,905,000
3-6	C2U	O'BRIEN DR	FM 455 TO CELINA PKWY	0.56	100%	$ 2,302,000	$ 2,302,000
3-7	C2U	CR 994	COX LN TO 1281 FT EAST OF COX LN	0.24	100%	$ 1,779,000	$ 1,779,000
3-8	C2U	CR 994	1566 FT EAST OF COX LN TO 1606 FT EAST OF COX LN	0.15	50%	$ 582,000	$ 291,000
3-9	P6D	J FRED SMITH PWKY	DALLAS NORTH TOLLWAY TO LEGACY DR	0.83	100%	$ 6,152,000	$ 6,152,000
3-10	P6D	J FRED SMITH PWKY	LEGACY DR TO FM 455	0.68	50%	$ 5,476,000	$ 2,738,000
3-11	P6D	J FRED SMITH PWKY	FM 455 TO 576 FT EAST OF FM 455	0.11	100%	$ 767,000	$ 767,000
3-12	P6D	J FRED SMITH PWKY	576 FT EAST OF FM 455 TO CELINA PKWY	0.48	100%	$ 3,538,000	$ 3,538,000
3-13	P6D	J FRED SMITH PWKY	CELINA PKWY TO COX LN	0.27	100%	$ 1,882,000	$ 1,882,000
3-14	P6D	J FRED SMITH PWKY	COX LN TO 1209 FT EAST OF COX LN	0.23	100%	$ 2,341,000	$ 2,341,000
3-15	P6D	J FRED SMITH PWKY	CR 57 TO 701 FT EAST OF CR 57	0.26	100%	$ 4,840,000	$ 4,840,000
3-16	P6D	J FRED SMITH PWKY	LOUISIANA DR TO 1432 FT WEST OF PRESTON RD	0.39	50%	$ 3,456,000	$ 1,728,000
3-17	M4D	LYNN STAMBAUGH	MALONE ST TO PRESTON RD	0.57	100%	$ 4,201,000	$ 4,201,000
3-18	M4D	WALNUT ST	1850 WEST OF CELINA PKWY TO CELINA PKWY	0.35	100%	$ 2,444,000	$ 2,444,000
3-19	M4D	WALNUT ST	CELINA PKWY TO FLORIDA	0.5	100%	$ 3,487,000	$ 3,487,000
3-20	P6D	MOBBERLY RD	DALLAS NORTH TOLLWAY TO 1000 FT EAST OF DALLAS NORTH TOLLWAY	0.2	100%	$ 3,380,000	$ 3,380,000
3-21	M4D	MOBBERLY CONNECTOR	2529 FT SOUTH OF MOBBERLY RD TO CELINA PKWY	0.8	100%	$ 5,897,000	$ 5,897,000
3-22	M4D	SUNSET BLVD	CELINA PKWY TO S UTAH DR	0.45	100%	$ 3,136,000	$ 3,136,000
3-23	M4D	SUNSET BLVD	S UTAH DR TO BNSF RAILWAY	0.39	100%	$ 3,669,000	$ 3,669,000
3-24	M4D	SUNSET BLVD	BNSF RAILWAY TO PRESTON RD	0.4	100%	$ 4,532,000	$ 4,532,000
3-25,6-1	P6D	FM 428	LEGACY DR TO DENTON COUNTY LINE	0.52	50%	$ 3,625,000	$ 1,812,500
3-26,6-2	P6D	FM 428	LEGACY DR TO DALLAS NORTH TOLLWAY	0.84	50%	$ 5,856,000	$ 2,928,000
3-27,6-3	P6D	FM 428	DALLAS NORTH TOLLWAY TO 797 FT WEST OF CR 55	0.63	50%	$ 4,390,000	$ 2,195,000
3-28,6-4	P6D	GLENDENNING PKWY	CELINA PKWY TO GLENDENNING PKWY	0.21	50%	$ 1,946,000	$ 973,000
3-29,6-5	P6D	GLENDENNING PKWY	PRESTON RD TO OLD CELINA CEMETERY	0.87	50%	$ 15,127,000	$ 7,563,500
3-30	P6D	LEGACY DR	979 FT NORTH OF DALLAS NORTH TOLLWAY TO MOBBERLY RD	0.23	50%	$ 2,341,000	$ 1,170,500
3-31	P6D	LEGACY DR	979 FT NORTH OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY	0.19	100%	$ 1,327,000	$ 1,327,000
3-32	P6D	LEGACY DR	MOBBERLY RD TO GLENDENNING PKWY	0.58	100%	$ 4,777,000	$ 4,777,000
3-33	P6D	LEGACY DR	1498 FT SOUTH OF O'BRIEN DR TO J FRED SMITH PKWY	0.39	100%	$ 2,876,000	$ 2,876,000
3-34	P6D	LEGACY DR	GA MOORE PKWY TO O'BRIEN DR	0.84	100%	$ 5,856,000	$ 5,856,000
3-35	M4D	FM 455	2463 FT EAST OF LEGACY DR TO J FRED SMITH PKWY	0.65	100%	$ 5,265,000	$ 5,265,000
3-36	M4D	FM 455	J FRED SMITH PKWY TO 1848 WEST OF CELINA PKWY	1.05	100%	$ 8,058,000	$ 8,058,000
3-37	P6D	CELINA PKWY	GA MOORE PKWY TO 1438 FT SOUTH OF LEGACY DR	0.71	50%	$ 6,028,000	$ 3,014,000
3-38	P6D	CELINA PKWY	O'BRIEN DR TO 1385 FT SOUTH OF O'BRIEN DR	0.26	100%	$ 1,920,000	$ 1,920,000
3-39	P6D	CELINA PKWY	1385 FT SOUTH OF O'BRIEN DR TO 1141 FT NORTH OF J FRED SMITH PKWY	0.51	50%	$ 3,762,000	$ 1,881,000
3-40	P6D	CELINA PKWY	4058 FT SOUTH OF O'BRIEN TO 3804 FT NORTH OF WALNUT ST	0.22	100%	$ 1,532,000	$ 1,532,000
3-41	P6D	CELINA PKWY	WALNUT ST TO SUNSET BLVD	0.59	100%	$ 4,113,000	$ 4,113,000
3-42	P6D	CELINA PKWY	SUNSET BLVD TO 1137 FT NORTH OF CR 1214	0.46	100%	$ 3,209,000	$ 3,209,000
3-43	P6D	CELINA PKWY	1137 FT NORTH OF CR 1214 TO CR 1214	0.2	100%	$ 1,394,000	$ 1,394,000
3-44	P6D	OKLAHOMA DR	LEGACY DR TO GA MOORE PKWY	0.87	100%	$ 6,067,000	$ 6,067,000
3-45	P6D	OKLAHOMA DR	GA MOORE PKWY TO O'BRIEN	0.55	100%	$ 4,204,000	$ 4,204,000
3-46	P6D	OKLAHOMA DR	CR 994 TO O'BRIEN DR	0.5	100%	$ 3,487,000	$ 3,487,000
3-47	P6D	OKLAHOMA DR	CR 994 TO 1045 FT SOUTH OF CR 994	0.2	50%	$ 2,130,000	$ 1,065,000
3-48	P6D	OKLAHOMA DR	1045 FT SOUTH OF CR 994 TO J FRED SMITH PKWY	0.25	100%	$ 4,082,000	$ 4,082,000
3-49	P6D	OKLAHOMA DR	J FRED SMITH PKWY TO 258.4 FT NORTH OF POPLAR ST	0.51	100%	$ 3,558,000	$ 3,558,000
3-50	C2U	COX LN	CR 994 TO J FRED SMITH PKWY	0.48	100%	$ 1,975,000	$ 1,975,000
3-51	C2U	FLORIDA	300 FT NORTH OF MULBERRY CT TO PECAN ST	0.28	100%	$ 1,091,000	$ 1,091,000
3-52	C2U	OKLAHOMA DR	ASH ST TO SUNSET BLVD	0.4	100%	$ 1,555,000	$ 1,555,000
3-53	C2U	OKLAHOMA DR	SUNSET BLVD TO PRESTON RD	0.54	100%	$ 2,100,000	$ 2,100,000
2-15,3-54	P6D	PRESTON RD	LEGACY DR TO ROBINSON DR	0.39	50%	$ 2,720,000	$ 1,360,000
3-55,4-29	P6D	PRESTON RD	ROBINSON DR TO GA MOORE PKWY	0.49	50%	$ 3,414,000	$ 1,707,000
3-56,4-30	P6D	PRESTON RD	GA MOORE PKWY TO MASSEY DR	0.5	50%	$ 3,487,000	$ 1,743,500
3-57,4-31	P6D	PRESTON RD	MASSEY DR TO J FRED SMITH PKWY	1	50%	$ 6,972,000	$ 3,486,000
3-58,4-32	P6D	PRESTON RD	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.51	50%	$ 3,558,000	$ 1,779,000
3-59,4-33	P6D	PRESTON RD	LYNN STAMBAUGH PKWY TO FM 455	0.34	50%	$ 2,371,000	$ 1,185,500
3-60,4-34	P6D	PRESTON RD	FM 455 TO ASH ST	0.38	50%	$ 3,384,000	$ 1,692,000
3-61,4-35	P6D	PRESTON RD	ASH ST TO SUNSET BLVD	0.36	50%	$ 2,509,000	$ 1,254,500
3-62,4-36	P6D	PRESTON RD	SUNSET BLVD TO GLENDENNING PKWY	0.64	50%	$ 4,463,000	$ 2,231,500
3-63	C2U	FLORIDA DR	FLORIDA EXTENSION TO J FRED SMITH PKWY	0.39	100%	$ 1,605,000	$ 1,605,000
3-64	C2U	SA3_RD1	CR 95 TO LYNN STAMBAUGH PKWY	0.43	100%	$ 1,768,000	$ 1,768,000
3-65	P6D	MOBBERLY RD	1000 FT EAST OF DALLAS NORTH TOLLWAY TO LEGACY DR	0.36	50%	$ 2,509,000	$ 1,254,500
3-66	FWY	DALLAS NORTH TOLLWAY	GA MOORE PKWY TO O'BRIEN DR	1.31	50%	$ 13,830,000	$ 6,915,000
3-67	FWY	DALLAS NORTH TOLLWAY	O'BRIEN DR TO J FRED SMITH PKWY	0.7	50%	$ 7,390,000	$ 3,695,000
3-68	FWY	DALLAS NORTH TOLLWAY	J FRED SMITH PKWY TO MOBBERLY RD	1.21	50%	$ 12,780,000	$ 6,390,000
3-69	FWY	DALLAS NORTH TOLLWAY	COUNTY LINE TO LEGACY DR	0.68	100%	$ 7,180,000	$ 7,180,000
3-70	FWY	DALLAS NORTH TOLLWAY	LEGACY DR TO GLENDENNING PKWY	1.19	50%	$ 12,570,000	$ 6,285,000
1-7,3-71	P6D	LEGACY DR	GA MOORE PKWY TO CELINA PKWY	1.45	50%	$ 13,415,000	$ 6,707,500
3-72	P6D	G A MOORE PKWY	LOUISIANA DR TO PRESTON RD	0.86	50%	$ 13,354,000	$ 6,677,000

Notes:

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

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Table 15 Continued. 10-Year Capital Improvement Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area 3

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
	Int. Improvements		FM 455 & O'Brien Dr		100%	$ 300,000	$ 300,000
	Int. Improvements		FM 455 & J Fred Smith Pkwy		100%	$ 300,000	$ 300,000
	Int. Improvements		Dallas North Tollway & CR 9		25%	$ 1,800,000	$ 450,000
	Int. Improvements		Legacy Dr & J Fred Smith Pkwy		50%	$ 300,000	$ 150,000
	Int. Improvements		Celina Pkwy & O'Brien Dr		25%	$ 300,000	$ 75,000
	Int. Improvements		Legacy Dr & O'Brien Dr		100%	$ 300,000	$ 300,000
	Int. Improvements		J Fred Smith Pkwy & Celina Pkwy		50%	$ 300,000	$ 150,000
	Int. Improvements		J Fred Smith Pkwy & Cox Ln		50%	$ 300,000	$ 150,000
	Int. Improvements		Cox Ln & CR 994		100%	$ 250,000	$ 250,000
	Int. Improvements		Louisiana Dr & CR 994		100%	$ 300,000	$ 300,000
	Int. Improvements		Louisiana Dr & O'Brien Dr		100%	$ 300,000	$ 300,000
	Int. Improvements		Louisiana Dr & GA Moore Pkwy		100%	$ 300,000	$ 300,000
	Int. Improvements		Louisiana Dr & J Fred Smith Pkwy		100%	$ 300,000	$ 300,000
	Int. Improvements		Dallas North Tollway & Mobberly Rd		50%	$ 1,800,000	$ 900,000
	Int. Improvements		Celina Pkwy & Walnut		50%	$ 300,000	$ 150,000
	Int. Improvements		Celina Pkwy & Sunset Blvd		100%	$ 300,000	$ 300,000
	Int. Improvements		BUS 289 & Sunset Blvd		100%	$ 300,000	$ 300,000
	Int. Improvements		BUS 289 & Ash St		100%	$ 450,000	$ 450,000
	Int. Improvements		Preston Rd & BUS 289		50%	$ 1,050,000	$ 525,000
	Int. Improvements		Preston Rd & Glendenning Pkwy		25%	$ 1,500,000	$ 375,000
	Int. Improvements		Preston Rd & Ash St		50%	$ 1,050,000	$ 525,000
	Int. Improvements		Preston Rd & FM 455		50%	$ 150,000	$ 75,000
	Int. Improvements		Preston Rd & GA Moore Pkwy		50%	$ 1,500,000	$ 750,000
	Int. Improvements		Preston Rd & Massey Dr		100%	$ 600,000	$ 600,000
	Int. Improvements		Preston Rd & Settlers Ridge Rd		50%	$ 1,500,000	$ 750,000
	Int. Improvements		Preston Rd & Lynn Stambaugh Pkwy		50%	$ 1,200,000	$ 600,000
	Int. Improvements		Preston Rd & Sunset Blvd		50%	$ 1,050,000	$ 525,000
	Int. Improvements		Celina Pkwy & Glendenning Pkwy		50%	$ 300,000	$ 150,000
	Int. Improvements		Dallas North Tollway & Glendenning Pkwy		50%	$ 1,650,000	$ 825,000
	Int. Improvements		Glendenning Pkwy & Huddleston Dr		50%	$ 300,000	$ 150,000
	Int. Improvements		Glendenning Pkwy & Legacy Dr		50%	$ 300,000	$ 150,000
	Int. Improvements		Legacy Dr & Dallas North Tollway		100%	$ 1,800,000	$ 1,800,000
	Int. Improvements		Dallas North Tollway & O'Brien Dr		50%	$ 1,500,000	$ 750,000
	Int. Improvements		Florida Dr & J Fred Smith		100%	$ 300,000	$ 300,000
	Int. Improvements		BUS 289 & Legacy Dr		50%	$ 300,000	$ 150,000
	Int. Improvements		Legacy Dr & GA Moore Parkway		50%	$ 300,000	$ 150,000
	Int. Improvements		Legacy Dr & Celina Pkwy		25%	$ 300,000	$ 75,000
	Int. Improvements		Preston Rd & Robinson Dr		50%	$ 150,000	$ 75,000
	Int. Improvements		CR 10 & GA Moore Pkwy		25%	$ 1,800,000	$ 450,000
	Int. Improvements		Preston Rd & Legacy Dr		25%	$ 1,050,000	$ 262,500
					Service Area Project Cost Subtotal		**$ 255,439,000**
					2020 Roadway Impact Fee Study Cost Per Service Area		**$ 8,571**
						Total Cost in SERVICE AREA 3	**$ 255,447,571**

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Table 16. 10-Year Capital Improvement Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area 4

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
2-9,4-1	M4D	ROBINSON DR	PRESTON RD TO COIT RD	0.59	50%	$ 4,113,000	$ 2,056,500
2-10,4-2	M4D	ROBINSON DR	COIT RD TO 2659 FT EAST OF COIT RD	0.5	50%	$ 3,487,000	$ 1,743,500
4-3	P6D	G A MOORE PKWY	PRESTON RD TO COIT RD	0.77	100%	$ 5,367,000	$ 5,367,000
4-4	P6D	G A MOORE PKWY	COIT RD TO 2375 FT WEST OF MCILROY DR	0.8	100%	$ 5,897,000	$ 5,897,000
4-5	P6D	G A MOORE PKWY	2375 FT EAST OF MCILROY DR TO MCILROY DR	0.42	100%	$ 3,098,000	$ 3,098,000
4-6	P6D	G A MOORE PKWY	MCILROY DR TO 2043 FT EAST OF MCILROY DR	0.39	100%	$ 3,669,000	$ 3,669,000
4-7	C2U	MASSEY DR	PRESTON RD TO COIT RD	0.94	100%	$ 4,660,000	$ 4,660,000
4-8	C2U	MASSEY DR	COIT RD TO 927 FT EAST OF COIT RD	0.18	50%	$ 700,000	$ 350,000
4-9	C2U	SA4_RD1	MASSEY DR TO 1324 FT EAST OF MASSEY DR	0.25	50%	$ 1,028,000	$ 514,000
4-10	C2U	SA4_RD1	1324 EAST OF MASSEY DR TO CR 132	0.27	100%	$ 1,051,000	$ 1,051,000
4-11	C2U	SA4_RD1	CR 132 TO 1082 FT EAST OF CR 132	0.22	50%	$ 855,000	$ 427,500
4-12	C2U	SA4_RD1	1082 FT EAST OF CR 132 TO 1670 FT EAST OF CR 132	0.13	100%	$ 506,000	$ 506,000
4-13	C2U	SA4_RD1	1670 FT EAST OF CR 132 TO CUSTER RD	0.15	50%	$ 582,000	$ 291,000
4-14	P6D	SA4_RD2	SA4_RD1 TO CUSTER RD	0.55	100%	$ 4,054,000	$ 4,054,000
4-15	P6D	J FRED SMITH PKWY	PRESTON RD TO 1316 FT EAST OF PRESTON RD	0.25	100%	$ 1,743,000	$ 1,743,000
4-16	P6D	J FRED SMITH PKWY	SETTLERS RIDGE RD TO 1070 EAST OF SETTLERS RIDGE RD	0.2	100%	$ 1,472,000	$ 1,472,000
4-17	P6D	J FRED SMITH PKWY	1959 FT WEST OF COIT RD TO COIT RD	0.37	100%	$ 2,582,000	$ 2,582,000
4-18	P6D	J FRED SMITH PKWY	CR 97 TO MCILROY DR	0.59	100%	$ 4,347,000	$ 4,347,000
4-19	P6D	J FRED SMITH PKWY	ROSELAND PKWY TO CUSTER RD	0.53	50%	$ 3,698,000	$ 1,849,000
4-20	M4D	LYNN STAMBAUGH PKWY	PRESTON RD TO COIT RD	0.92	100%	$ 6,417,000	$ 6,417,000
4-21,7-2	M4D	SUNSET BLVD	ROSELAND PKWY TO CUSTER RD	0.59	50%	$ 4,347,000	$ 2,173,500
4-22	M4D	LYNN STAMBAUGH PKWY	FM 455 TO CR 98	0.15	100%	$ 1,103,000	$ 1,103,000
4-23	M4D	LYNN STAMBAUGH PKWY	CR 98 TO ROSELAND PKWY	0.51	50%	$ 3,762,000	$ 1,881,000
4-24	P6D	COIT RD	SUNSET BLVD TO CR 92	0.24	50%	$ 1,670,000	$ 835,000
4-25	P6D	OUSLEY BLVD	PRESTON RD TO FM 455	0.78	100%	$ 5,750,000	$ 5,750,000
4-26	P6D	OUSLEY BLVD	2242 FT EAST OF COIT RD TO COIT RD	0.43	100%	$ 2,998,000	$ 2,998,000
4-27	M4D	SUNSET BLVD	PRESTON RD TO COIT RD	1.2	100%	$ 8,365,000	$ 8,365,000
4-28,7-3	P6D	GLENDENNING PKWY	PRESTON RD TO 1178 EAST OF PRESTON RD	0.22	50%	$ 1,532,000	$ 766,000
3-55,4-29	P6D	PRESTON RD	ROBINSON DR TO GA MOORE PKWY	0.49	50%	$ 3,414,000	$ 1,707,000
3-56,4-30	P6D	PRESTON RD	GA MOORE PKWY TO MASSEY DR	0.5	50%	$ 3,487,000	$ 1,743,500
3-57,4-31	P6D	PRESTON RD	MASSEY DR TO J FRED SMITH PKWY	1	50%	$ 6,972,000	$ 3,486,000
3-58,4-32	P6D	PRESTON RD	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.51	50%	$ 3,558,000	$ 1,779,000
3-59,4-33	P6D	PRESTON RD	LYNN STAMBAUGH PKWY TO FM 455	0.34	50%	$ 2,371,000	$ 1,185,500
3-60,4-34	P6D	PRESTON RD	FM 455 TO ASH ST	0.38	50%	$ 3,384,000	$ 1,692,000
3-61,4-35	P6D	PRESTON RD	ASH ST TO SUNSET BLVD	0.36	50%	$ 2,509,000	$ 1,254,500
3-62,4-36	P6D	PRESTON RD	SUNSET BLVD TO GLENDENNING PKWY	0.64	50%	$ 4,463,000	$ 2,231,500
4-37	M4D	COIT RD	ROBINSON DR TO GA MOORE PKWY	0.49	100%	$ 3,414,000	$ 3,414,000
4-38	P6D	COIT RD	GA MOORE PKWY TO MASSEY DR	0.5	100%	$ 3,487,000	$ 3,487,000
4-39	P6D	COIT RD	MASSEY DR TO J FRED SMITH PKWY	1.01	100%	$ 7,044,000	$ 7,044,000
4-40	P6D	COIT RD	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.5	100%	$ 3,487,000	$ 3,487,000
4-41	C2U	SA4_RD4	SUNSET BLVD TO GLENDENNING PKWY	0.5	50%	$ 1,946,000	$ 973,000
4-42	P6D	COIT RD	1261 FT SOUTH OF OUSLEY BLVD TO SUNSET BLVD	0.27	50%	$ 1,882,000	$ 941,000
4-43	C2U	SA4_RD3	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.54	50%	$ 2,100,000	$ 1,050,000
4-44	C2U	FM 455	PRESTON RD TO OUSLEY BLVD	0.39	100%	$ 1,518,000	$ 1,518,000
4-45	P6D	McILROY DR	GA MOORE PKWY TO 1959 FT NORTH OF GA MOORE PKWY	0.37	100%	$ 2,582,000	$ 2,582,000
4-46	C2U	ROSELAND PKWY	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.3	100%	$ 1,235,000	$ 1,235,000
4-47	C2U	ROSELAND PKWY	1329 FT SOUTH OF OUSLEY BLVD TO 2832 FT SOUTH OF OUSLEY BLVD	0.21	100%	$ 865,000	$ 865,000
4-48	C2U	ROSELAND PKWY	1848 FT NORTH OF SUNSET BLVD TO SUNSET BLVD	0.35	100%	$ 1,441,000	$ 1,441,000
4-49	C2U	CUSTER RD	1150 FT SOUTH OF GA MOORE PKWY TO SA4_RD1	0.17	100%	$ 664,000	$ 664,000
4-50	C2U	CUSTER RD	MCILROY DR TO SA4_RD1	0.27	100%	$ 1,051,000	$ 1,051,000
4-51	P6D	CUSTER RD	SA4_RD2 TO J FRED SMITH PKWY	0.38	100%	$ 2,648,000	$ 2,648,000
4-52	P6D	CUSTER RD	J FRED SMITH PKWY TO 1190 FT SOUTH OF J FRED SMITH PKWY	0.23	100%	$ 1,696,000	$ 1,696,000
4-53	P6D	PETERMAN PARKWAY	2677 FT NORTH OF J FRED SMITH PKWY TO J FRED SMITH PKWY	0.51	50%	$ 3,558,000	$ 1,779,000
4-54,7-1	M4D	SUNSET BLVD	COIT RD TO ROSELAND PKWY	1.19	50%	$ 9,565,000	$ 4,782,500
4-55	M4D	SUNSET BLVD	CUSTER RD TO PETERMAN PKWY	1.05	50%	$ 7,739,000	$ 3,869,500
4-56	P6D	CUSTER RD	917 FT NORTH OF SUNSET BLVD TO 748 FT SOUTH OF SUNSET BLVD	0.31	50%	$ 2,159,000	$ 1,079,500
4-57	P6D	J FRED SMITH PKWY	1250 FT EAST OF CUSTER RD TO 2651 FT EAST OF CUSTER RD	0.26	50%	$ 1,920,000	$ 960,000
Int. Improvements			Glendening Pkwy & SA4_Rd4		50%	$ 250,000	$ 125,000
Int. Improvements			Custer Rd & Sunset Blvd		25%	$ 300,000	$ 75,000
Int. Improvements			Sunset Blvd & Roseland Pkwy		50%	$ 300,000	$ 150,000
Int. Improvements			Coit Rd & GA Moore Pkwy		100%	$ 300,000	$ 300,000
Int. Improvements			GA Moore Pkwy & McIlroy Dr		100%	$ 300,000	$ 300,000
Int. Improvements			Massey Dr & Massey Dr		100%	$ 250,000	$ 250,000
Int. Improvements			Custer Rd & J Fred Smith Pkwy		25%	$ 1,800,000	$ 450,000
Int. Improvements			J Fred Smith Pkwy & Peterman Parkway		25%	$ 300,000	$ 75,000
Int. Improvements			Coit Rd & Lynn Stambaugh Pkwy		25%	$ 300,000	$ 75,000
Int. Improvements			Lynn Stambaugh Pkwy & Roseland Pkwy		25%	$ 300,000	$ 75,000
Int. Improvements			Coit Rd & Ousley Blvd		25%	$ 300,000	$ 75,000
Int. Improvements			SA4_Rd1 & Massey Dr		25%	$ 250,000	$ 62,500
Int. Improvements			SA4_Rd1 & Custer Rd		25%	$ 250,000	$ 62,500
Int. Improvements			Lynn Stambaugh Pkwy & Coit Rd		25%	$ 300,000	$ 75,000
Int. Improvements			Coit Road & Robinson Dr		50%	$ 300,000	$ 150,000
Int. Improvements			Coit Rd & J Fred Smith Pkwy		50%	$ 300,000	$ 150,000
Int. Improvements			Coit Rd & SA4_Rd1		50%	$ 300,000	$ 150,000
Int. Improvements			J Fred Smith Pkwy & SA4_Rd3		50%	$ 300,000	$ 150,000
Int. Improvements			Coit Rd & Massey Dr		75%	$ 300,000	$ 225,000
Int. Improvements			J Fred Smith Pkwy & McIlroy Rd-Roseland Pkwy		75%	$ 300,000	$ 225,000
Int. Improvements			Sunset Blvd & Coit Rd		75%	$ 300,000	$ 225,000
Int. Improvements			SA4_Rd1 & McIlroy Dr		75%	$ 300,000	$ 225,000
Int. Improvements			McIlroy Dr & Custer Rd		75%	$ 300,000	$ 225,000
Int. Improvements			Sunset Blvd & SA4_Rd4		75%	$ 300,000	$ 225,000
Int. Improvements			Preston Rd & Glendenning Pkwy		25%	$ 1,500,000	$ 375,000
Int. Improvements			Preston Rd & BUS 289		50%	$ 1,050,000	$ 525,000
Int. Improvements			Preston Rd & Ash St		50%	$ 1,050,000	$ 525,000
Int. Improvements			Preston Rd & FM 455		50%	$ 150,000	$ 75,000
Int. Improvements			Preston Rd & GA Moore Pkwy		50%	$ 1,500,000	$ 750,000
Int. Improvements			Preston Rd & Settlers Ridge Rd		50%	$ 1,500,000	$ 750,000
Int. Improvements			Preston Rd & Lynn Stambaugh Pkwy		50%	$ 1,200,000	$ 600,000
Int. Improvements			Preston Rd & Sunset Blvd		50%	$ 1,050,000	$ 525,000
Int. Improvements			Preston Rd & Robinson Dr		25%	$ 150,000	$ 37,500
						Service Area Project Cost Subtotal	**$ 145,874,000**
						2020 Roadway Impact Fee Study Cost Per Service Area	**$ 8,571**
						Total Cost in SERVICE AREA 4	**$ 145,882,571**

Notes:

a. The planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
b. The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.
c. The project cost total within Service Area may differ from the total shown in the Summary sheets contained within **Appendix A** due to some projects that are split between City limits and ETJ.

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

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Table 17. 10-Year Capital Improvement Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area 5

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
5-1	P6D	MOBBERLY RD	2547 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY	0.48	50%	$ 3,716,000	$ 1,858,000
5-2	P6D	CELINA RD	SMILEY RD TO 582 FT WEST OF FAIRFIELD RD	0.51	100%	$ 3,762,000	$ 3,762,000
5-3	P6D	CELINA RD	FAIRFIELD RD TO CELINA RD	0.16	50%	$ 1,116,000	$ 558,000
5-4	P6D	CELINA RD	589 FT EAST OF MCNABB DR TO 1303 FT EAST OF MCNABB DR	0.12	100%	$ 838,000	$ 838,000
5-5	P6D	CELINA RD	1242 FT WEST OF COUNTY LINE TO COUNTY LINE	0.24	100%	$ 1,670,000	$ 1,670,000
5-6	P6D	PUNK CARTER PKWY	MAYER PKWY TO BOTHWELL BLVD	0.55	50%	$ 5,725,000	$ 2,862,500
5-7	C2U	CAREY RD	SMILEY RD TO 945 FT WEST OF MCNABB DR	0.32	100%	$ 1,888,000	$ 1,888,000
5-8	C2U	CAREY RD	1035 FT EAST OF MCNABB DR TO 2468 FT WEST OF LEGACY DR	0.4	50%	$ 2,291,000	$ 1,145,500
5-9	C2U	CAREY RD	1247 FT WEST OF LEGACY DR TO LEGACY DR	0.24	100%	$ 933,000	$ 933,000
5-10	M4D (1/2)	CRUTCHFIELD DR	BOLEYN AVE TO BOTHWELL BLVD	0.3	100%	$ 1,148,000	$ 1,148,000
5-11	M4D	CRUTCHFIELD DR	BOTHWELL BLVD TO 1845 FT EAST OF BOTHWELL BLVD	0.35	100%	$ 2,582,000	$ 2,582,000
5-12	P6D	FRONTIER PKWY	MAYER PKWY TO 1599 FT EAST OF BOTHWELL BLVD	0.68	50%	$ 4,740,000	$ 2,370,000
5-13	P6D	FRONTIER PKWY	SMILEY RD TO 3152 FT WEST OF SMILEY RD	0.59	50%	$ 4,113,000	$ 2,056,500
5-14	P6D	MAYER PKWY	BOTHWELL BLVD TO 1139 FT SOUTH OF OUTER LOOP	0.84	50%	$ 14,976,000	$ 7,488,000
5-15	P6D	MAYER PKWY	283 FT NORTH OF COUNTRYVIEW DR TO PUNK CARTER PKWY	1.11	50%	$ 10,476,000	$ 5,238,000
5-16	P6D	MAYER PKWY	1252 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY	0.24	50%	$ 1,670,000	$ 835,000
5-17	M4D	BOTHWELL BLVD	946 FT NORTH OF CRUTCHFIELD DR TO CRUTCHFIELD DR	0.18	50%	$ 1,326,000	$ 663,000
5-18	M4D	BOTHWELL BLVD	FRONTIER PKWY TO ROSTHERNE DR	0.36	100%	$ 2,652,000	$ 2,652,000
5-19	P6D	SMILEY RD	GLENDENNING PKWY TO 1884 SOUTH OF GLENDENNING PKWY	0.36	50%	$ 2,509,000	$ 1,254,500
5-20	P6D	SMILEY RD	1884 SOUTH OF GLENDENNING PKWY TO OUTER LOOP EXTENSION	0.66	50%	$ 4,602,000	$ 2,301,000
5-21	P6D	SMILEY RD	CAREY RD TO 1334 FT SOUTH OF CAREY RD	0.25	100%	$ 1,743,000	$ 1,743,000
5-22	P6D	SMILEY RD	1334 FT SOUTH OF CAREY RD TO 2520 FT NORTH OF CRUTCHFIELD DR	0.11	100%	$ 1,604,000	$ 1,604,000
5-23	P6D	SMILEY RD	1337 FT NORTH OF CRUTCHFIELD DR TO 2520 FT NORTH OF CRUTCHFIELD DR	0.17	100%	$ 3,009,000	$ 3,009,000
5-24	P6D	SMILEY RD	1012 FT NORTH OF FRONTIER PKWY TO 1793 FT SOUTH OF CRUTCHFIELD DR	0.18	50%	$ 3,212,000	$ 1,606,000
5-25	P6D	SMILEY RD	1012 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY	0.2	50%	$ 3,378,000	$ 1,689,000
5-26,6-33	P6D	LEGACY DR	OUTER LOOP TO 983 FT NORTH OF OUTER LOOP	0.19	50%	$ 1,327,000	$ 663,500
5-27,6-36	P6D	LEGACY DR	OUTER LOOP TO PUNK CARTER PKWY	0.47	50%	$ 3,276,000	$ 1,638,000
5-28,6-32	P6D	LEGACY DR	PUNK CARTER PKWY TO CAREY RD	0.79	50%	$ 10,743,000	$ 5,371,500
5-29,6-34	P6D (1/2)	LEGACY DR	CAREY RD TO CLEAR CREEK PKWY	0.57	50%	$ 5,849,615	$ 2,924,808
5-30,6-35	P6D (1/2)	LEGACY DR	CLEAR CREEK PKWY TO FRONTIER PKWY	0.42	50%	$ 1,695,000	$ 847,500
5-31	M4D	McNABB DR	MOBBERLY RD TO 919 FT NORTH OF GLENDENNING PKWY	0.61	100%	$ 4,891,000	$ 4,891,000
5-32	C2U	CAREY RD	BOTHWELL BLVD TO SMILEY RD	0.52	50%	$ 2,138,000	$ 1,069,000
5-33	C2U	PARVIN RD	FRONTIER PKWY TO LEGACY DR	0.75	50%	$ 2,918,000	$ 1,459,000
5-34	M4D	BOTHWELL BLVD	885 FT NORTH OF PUNK CARTER PKWY TO 3500 FT WEST OF SMILEY RD	0.33	50%	$ 2,138,000	$ 1,069,000
5-35	P6D	MAYER PKWY	2250 FT SOUTH OF CRUTCHFIELD DR TO 1252 FT NORTH OF FRONTIER PKWY	0.27	50%	$ 2,918,000	$ 1,459,000
	Int. Improvements		Collin County Outer Loop & Legacy Dr		25%	$ 1,800,000	$ 450,000
	Int. Improvements		Frontier Pkwy & Legacy Dr		25%	$ 1,800,000	$ 450,000
	Int. Improvements		Legacy Dr & Clear Creek Pkwy		50%	$ 1,200,000	$ 600,000
	Int. Improvements		Frontier Pkwy & Smiley Rd		25%	$ 300,000	$ 75,000
	Int. Improvements		Smiley Rd & Merritt Way		25%	$ 300,000	$ 75,000
	Int. Improvements		Frontier Pkwy & Mayer Pkwy		25%	$ 1,800,000	$ 450,000
	Int. Improvements		Punk Carter Pkwy & Mayer Pkwy		25%	$ 300,000	$ 75,000
	Int. Improvements		Outer Loop Extension & Smiley Rd		25%	$ 1,800,000	$ 450,000
	Int. Improvements		Mobberly Rd & McNabb Dr		25%	$ 300,000	$ 75,000
	Int. Improvements		Smiley Rd & Celina Rd		25%	$ 300,000	$ 75,000
	Int. Improvements		Legacy Dr & Carey Rd		50%	$ 300,000	$ 150,000
	Int. Improvements		Parvin Rd & Bothwell Blvd		50%	$ 750,000	$ 375,000
	Int. Improvements		Mayer Pkwy & Crutchfield Dr		50%	$ 750,000	$ 375,000
	Int. Improvements		Smiley Rd & Carey Rd		50%	$ 300,000	$ 150,000
	Int. Improvements		Bothwell Blvd & Crutchfield Dr		75%	$ 1,050,000	$ 787,500
	Int. Improvements		Dallas North Tollway & Mobberly Rd		25%	$ 1,800,000	$ 450,000
					Service Area Project Cost Subtotal		**$ 80,208,808**
					2020 Roadway Impact Fee Study Cost Per Service Area		**$ 8,571**
						Total Cost in SERVICE AREA 5	**$ 80,217,379**

Notes:

a. The planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
b. The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.
c. The project cost total within Service Area may differ from the total shown in the Summary sheets contained within **Appendix A** due to some projects that are split between City limits and ETJ.

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

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Table 18. 10-Year Capital Improvement Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area 6

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
3-25,6-1	P6D	FM 428	LEGACY DR TO DENTON COUNTY LINE	0.52	50%	$ 3,625,000	$ 1,812,500
3-26,6-2	P6D	FM 428	LEGACY DR TO DALLAS NORTH TOLLWAY	0.84	50%	$ 5,856,000	$ 2,928,000
3-27,6-3	P6D	FM 428	DALLAS NORTH TOLLWAY TO 797 FT WEST OF CR 55	0.63	50%	$ 5,856,000	$ 2,928,000
3-28,6-4	P6D	GLENDENNING PKWY	CELINA PKWY TO GLENDENNING PKWY	0.21	50%	$ 1,946,000	$ 973,000
3-29,6-5	P6D	GLENDENNING PKWY	PRESTON RD TO OLD CELINA CEMETERY	0.87	50%	$ 15,127,000	$ 7,563,500
6-6	P6D (1/2)	PUNK CARTER PKWY	LEGACY DR TO HUDDLESTON DR	0.9	100%	$ 4,361,000	$ 4,361,000
6-7	P6D (1/2)	PUNK CARTER PKWY	HUDDLESTON DR TO DALLAS NORTH TOLLWAY	0.59	100%	$ 2,378,000	$ 2,378,000
6-8	P6D (1/2)	PUNK CARTER PKWY	DALLAS NORTH TOLLWAY TO 687 FT EAST OF DALLAS NORTH TOLLWAY	0.13	100%	$ 524,000	$ 524,000
6-9	P6D (1/2)	PUNK CARTER PKWY	687 FT EAST OF DALLAS NORTH TOLLWAY TO HAMILTON RD	0.18	100%	$ 726,000	$ 726,000
6-10	P6D	PUNK CARTER PKWY	HAMILTON RD TO LIGHT FARMS WAY	0.16	100%	$ 1,180,000	$ 1,180,000
6-11	P6D	PUNK CARTER PKWY	LIGHT FARMS WAY TO CR 51	0.15	100%	$ 1,896,000	$ 1,896,000
6-12	C2U	CAREY RD	HUDDLESTON DR TO 984 FT WEST OF HUDDLESTON DR	0.18	100%	$ 1,704,000	$ 1,704,000
6-13	M4D	DOE BRANCH BLVD	2926 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY	0.52	100%	$ 3,831,000	$ 3,831,000
6-14	P6D	PUNK CARTER PKWY	CR 51 TO PRESTON RD	1.04	100%	$ 17,828,000	$ 17,828,000
6-15	C2U	LAUGHLIN LN	STARLIGHT CREEK DR TO PRESTON	0.28	100%	$ 1,154,000	$ 1,154,000
6-16	M4D	DOE BRANCH BLVD	3779 FT WEST OF DALLAS NORTH TOLLWAY TO 2926 FT WEST OF DALLAS NORTH TOLLWAY	0.19	100%	$ 1,403,000	$ 1,403,000
6-17	P6D	FRONTIER PKWY	LEGACY DR TO DALLAS NORTH TOLLWAY	1.08	50%	$ 7,526,000	$ 3,763,000
6-18	P6D	FRONTIER PKWY	DALLAS NORTH TOLLWAY TO BRIDGEWATER DR	0.22	50%	$ 523,066	$ 261,533
6-19	P6D	FRONTIER PKWY	1275 FT WEST OF PRESTON RD TO PRESTON RD	0.24	50%	$ 570,617	$ 285,309
6-20	P6D	FRONTIER PKWY	PRAIRE CROSSING TO 956 FT EAST OF BNSF	0.25	50%	$ 618,168	$ 309,084
6-21	M4D	DOE BRANCH BLVD	1746 FT NORTH OF CLEAR CREEK PKWY TO 2909 FT NORTH OF CLEAR CREEK PKWY	0.11	100%	$ 810,000	$ 810,000
6-22	M4D	HUDDLESTON DR	1982 FT SOUTH OF GLENDENNING PKWY TO 3946 FT SOUTH OF GLENDENNING	0.38	50%	$ 2,799,000	$ 1,399,500
6-23	P6D	CELINA PKWY	ALAN DR TO OUTER LOOP	0.5	100%	$ 3,685,000	$ 3,685,000
6-24	P6D	LEGACY DR	GLENDENNING PKWY TO OUTER LOOP	0.98	100%	$ 7,223,000	$ 7,223,000
6-25	M4D	HUDDLESTON DR	GLENDENNING PKWY TO 1982 FT SOUTH OF GLENDENNING PKWY	0.38	100%	$ 2,799,000	$ 2,799,000
6-26	M4D	HUDDLESTON DR	PUNK CARTER PKWY TO CAREY RD	0.34	100%	$ 4,195,000	$ 4,195,000
6-27	M4D	LIGHT FARMS WAY	OUTER LOOP TO PUNK CARTER PKWY	0.38	50%	$ 2,799,000	$ 1,399,500
6-28	P6D	CELINA PKWY	790 FT NORTH OF GREENWAY AVE TO 321 FT NORTH OF GREENWAY AVE	0.09	100%	$ 627,000	$ 627,000
6-29	M4D	DOE BRANCH BLVD	CLEAR CREEK PKWY TO 1009 FT NORTH OF CLEAR CREEK PKWY	0.16	100%	$ 1,180,000	$ 1,180,000
6-30	P6D	CELINA PKWY	321 FT NORTH OF GREENWAY AVE TO 171 FT NORTH OF ALAN DR	0.24	50%	$ 1,670,000	$ 835,000
6-31	M4D (1/2)	HUDDLESTON DR	OUTER LOOP TO PUNK CARTER PKWY	0.47	100%	$ 1,797,000	$ 1,797,000
5-28,6-32	P6D	LEGACY DR	PUNK CARTER PKWY TO CAREY RD	0.79	50%	$ 10,743,000	$ 5,371,500
5-26,6-33	P6D	LEGACY DR	OUTER LOOP TO 983 FT NORTH OF OUTER LOOP	0.19	50%	$ 1,327,000	$ 663,500
5-29,6-34	P6D (1/2)	LEGACY DR	CAREY RD TO CLEAR CREEK PKWY	0.57	50%	$ 5,849,615	$ 2,924,808
5-30,6-35	P6D (1/2)	LEGACY DR	CLEAR CREEK PKWY TO FRONTIER PKWY	0.42	50%	$ 1,695,000	$ 847,500
5-27,6-36	P6D	LEGACY DR	OUTER LOOP TO PUNK CARTER PKWY	0.47	50%	$ 3,276,000	$ 1,638,000
6-37,7-30	P6D	PRESTON RD	1214 FT NORTH OF FRONTIER PKWY TO OWNSBY PKWY	0.9	50%	$ 7,008,000	$ 3,504,000
6-38,7-29	P6D	PRESTON RD	PUNK CARTER PKWY TO OWNSBY PKWY	0.51	50%	$ 3,558,000	$ 1,779,000
6-39,7-28	P6D	PRESTON RD	OUTER LOOP TO PUNK CARTER PKWY	0.55	50%	$ 3,836,000	$ 1,918,000
6-40,7-27	P6D	PRESTON RD	GLENDENNING PKWY TO OUTER LOOP	0.73	50%	$ 5,091,000	$ 2,545,500
6-41	C2U	CAREY RD	CAREY RD TO DALAS NORTH TOLLWAY	0.62	100%	$ 3,515,000	$ 3,515,000
6-42	M4D	CLEAR CREEK PKWY	1782 FT EAST OF DOE BRANCH BLVD TO DALLAS NORTH TOLLWAY	0.48	100%	$ 3,538,000	$ 3,538,000
6-43	C2U	CAREY RD	LEGACY DR TO 2000 FT EAST OF LEGACY DR	0.22	50%	$ 1,627,000	$ 813,500
	Int. Improvements		Preston Rd & Frontier Pkwy		25%	$ 150,000	$ 37,500
	Int. Improvements		Preston Rd & Collin County Outer Loop		50%	$ 1,800,000	$ 900,000
	Int. Improvements		Preston Rd & Punk Carter Pkwy		50%	$ 900,000	$ 450,000
	Int. Improvements		Preston Rd & Ownsby Pkwy		50%	$ 900,000	$ 450,000
	Int. Improvements		Preston Rd & John Cambell		50%	$ 150,000	$ 75,000
	Int. Improvements		Collin County Outer Loop & Celina Pkwy		100%	$ 1,800,000	$ 1,800,000
	Int. Improvements		Dallas North Tollway & Light Farms Way		100%	$ 1,350,000	$ 1,350,000
	Int. Improvements		Dallas North Tollway & Punk Carter Pkwy		100%	$ 1,800,000	$ 1,800,000
	Int. Improvements		Dallas North Tollway & Clear Creek Pkwy		100%	$ 600,000	$ 600,000
	Int. Improvements		Punk Carter Pkwy & Huddleston Dr		100%	$ 1,500,000	$ 1,500,000
	Int. Improvements		Collin County Outer Loop & Dallas North Tollway		100%	$ 1,800,000	$ 1,800,000
	Int. Improvements		Carey Rd & Huddleston Dr		100%	$ 300,000	$ 300,000
	Int. Improvements		Punk Carter Pkwy & Light Farms Way		25%	$ 1,500,000	$ 375,000
	Int. Improvements		Frontier Pkwy & Worthington Way		50%	$ 600,000	$ 300,000
	Int. Improvements		Dallas North Tollway & Frontier Pkwy		50%	$ 1,500,000	$ 750,000
	Int. Improvements		Frontier Pkwy & Doe Branch Blvd		50%	$ 1,800,000	$ 900,000
	Int. Improvements		Legacy Dr & Punk Carter Pkwy		50%	$ 1,800,000	$ 900,000
	Int. Improvements		Celina Pkwy & Glendenning Pkwy		50%	$ 300,000	$ 150,000
	Int. Improvements		Dallas North Tollway & Glendenning Pkwy		50%	$ 1,650,000	$ 825,000
	Int. Improvements		Glendenning Pkwy & Huddleston Dr		50%	$ 300,000	$ 150,000
	Int. Improvements		Glendenning Pkwy & Legacy Dr		50%	$ 300,000	$ 150,000
	Int. Improvements		Collin County Outer Loop & Legacy Dr		50%	$ 1,800,000	$ 900,000
	Int. Improvements		Frontier Pkwy & Legacy Dr		25%	$ 1,800,000	$ 450,000
	Int. Improvements		Legacy Dr & Clear Creek Pkwy		50%	$ 1,200,000	$ 600,000
	Int. Improvements		Preston Rd & Glendenning Pkwy		25%	$ 1,500,000	$ 375,000
	Prior ROW Dedication - Various Developments		Dallas North Tollway ROW		100%	$ 8,724,920	$ 8,724,920
						Service Area Project Cost Subtotal	**$ 139,429,653**
						2020 Roadway Impact Fee Study Cost Per Service Area	**$ 8,571**
						Total Cost in SERVICE AREA 6	**$ 139,438,224**

Notes:

a. The planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
b. The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.
c. The project cost total within Service Area may differ from the total shown in the Summary sheets contained within **Appendix A** due to some projects that are split between City limits and ETJ.

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Table 19. 10-Year Capital Improvement Plan for Roadway Impact Fees with Conceptual Level Project Cost Projections – Service Area 7

Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
4-54,7-1	M4D	SUNSET BLVD	COIT RD TO ROSELAND PKWY	1.19	50%	$ 9,565,000	$ 4,782,500
4-21,7-2	M4D	SUNSET BLVD	ROSELAND PKWY TO CUSTER RD	0.59	50%	$ 4,347,000	$ 2,173,500
4-28,7-3	P6D	GLENDENNING PKWY	PRESTON RD TO 1178 EAST OF PRESTON RD	0.22	50%	$ 1,532,000	$ 766,000
7-4	P6D	CHOATE PKWY	1886 FT NORTH OF OUTER LOOP TO CR 1224	0.63	100%	$ 4,641,000	$ 4,641,000
7-5	P6D	CHOATE PKWY	COIT RD TO 1714 FT WEST OF HACKBERRY CIR	0.69	100%	$ 4,813,000	$ 4,813,000
7-6	P6D	CHOATE PKWY	COIT RD TO 958 FT EAST OF COIT RD	0.17	100%	$ 1,189,000	$ 1,189,000
7-7	P6D	CHOATE PKWY	1162 FT EAST OF COIT RD TO 1349 FT EAST OF COIT RD	0.04	50%	$ 278,000	$ 139,000
7-8	P6D	CHOATE PKWY	1349 FT EAST OF COIT RD TO 1761 FT EAST OF COIT RD	0.06	100%	$ 416,000	$ 416,000
7-9	P6D	CHOATE PKWY	1674 FT EAST OF COIT RD TO 1740 FT EAST OF COIT RD	0.01	50%	$ 73,000	$ 36,500
7-10	P6D	CHOATE PKWY	1819 FT EAST OF COIT RD TO 3139 FT EAST OF COIT RD	0.24	100%	$ 2,039,000	$ 2,039,000
7-11	P6D	CHOATE PKWY	1733 FT WEST OF ROSELAND PKWY TO ROSELAND PKWY	0.3	50%	$ 2,093,000	$ 1,046,500
7-12	P6D	CHOATE PKWY	554 FT EAST OF ROSELAND PKWY TO 1225 FT EAST OF ROSELAND PKWY	0.13	100%	$ 905,000	$ 905,000
7-13	P6D	CHOATE PKWY	1225 FT EAST OF ROSELAND PKWY TO CUSTER RD	0.3	100%	$ 2,093,000	$ 2,093,000
7-14	P6D	CUSTER RD	FRONTIER PKWY TO OWNSBY PKWY	1.01	50%	$ 7,044,000	$ 3,522,000
7-15	P6D	COIT RD	OUTER LOOP TO CHOATE PKWY	0.34	50%	$ 2,371,000	$ 1,185,500
7-16	C2U	PUNK CARTER PKWY	KINSHIP PKWY TO COIT RD	0.44	100%	$ 1,811,000	$ 1,811,000
7-17	P6D	OWNSBY PKWY	PRESTON RD TO 760 FT EAST OF PALOMINO LN	0.49	100%	$ 3,414,000	$ 3,414,000
7-18	P6D	OWNSBY PKWY	1000 FT WEST OF BLUEWOOD WAY TO 1655 FT EAST OF BLUEWOOD WAY	0.51	100%	$ 3,558,000	$ 3,558,000
7-19	P6D	OWNSBY PKWY	CR 83 TO CR 86	0.28	100%	$ 2,066,000	$ 2,066,000
7-20	P6D	OWNSBY PKWY	WELLS WAY TO 2208 FT WEST OF ROSELAND PKWY	0.6	100%	$ 5,218,000	$ 5,218,000
7-21	P6D	OWNSBY PKWY	2209 FT WEST OF ROSELAND PKWY TO ROSELAND PKWY	0.42	100%	$ 2,931,000	$ 2,931,000
7-22	P6D	OWNSBY PKWY	ROSELAND PKWY TO CUSTER RD	0.54	100%	$ 3,763,000	$ 3,763,000
7-23	P6D	FRONTIER PKWY	PRESTON RD TO COIT RD	0.98	50%	$ 6,833,000	$ 3,416,500
7-24	P6D	FRONTIER PKWY	COIT RD TO WELLS WAY	0.63	50%	$ 4,390,000	$ 2,195,000
7-25	P6D	FRONTIER PKWY	WELLS WAY TO WATERVIEW TRL	0.67	50%	$ 4,675,000	$ 2,337,500
7-26	P6D	FRONTIER PKWY	WATERVIEW TRL TO CUSTER RD	0.84	50%	$ 5,856,000	$ 2,928,000
6-40,7-27	P6D	PRESTON RD	GLENDENNING PKWY TO OUTER LOOP	0.73	50%	$ 5,091,000	$ 2,545,500
6-39,7-28	P6D	PRESTON RD	OUTER LOOP TO PUNK CARTER PKWY	0.55	50%	$ 3,836,000	$ 1,918,000
6-38,7-29	P6D	PRESTON RD	PUNK CARTER PKWY TO OWNSBY PKWY	0.51	50%	$ 3,558,000	$ 1,779,000
6-37,7-30	P6D	PRESTON RD	1214 FT NORTH OF FRONTIER PKWY TO OWNSBY PKWY	0.9	50%	$ 7,008,000	$ 3,504,000
7-31	P6D	COIT RD	GLENDENNING PKWY TO 911 FT NORTH OF OUTER LOOP	0.5	100%	$ 3,487,000	$ 3,487,000
7-32	P6D	COIT RD	CHOATE PKWY TO 1788 FT SOUTH OF CHOATE PKWY	0.35	100%	$ 2,582,000	$ 2,582,000
7-33	P6D	COIT RD	OWNSBY PKWY TO 1083 NORTH OF PUNK CARTER PKWY	0.45	100%	$ 3,136,000	$ 3,136,000
7-34	P6D	COIT RD	OWNSBY PKWY TO CR 84	0.22	100%	$ 1,532,000	$ 1,532,000
7-35	P6D	COIT RD	CR 84 TO 2147 FT NORTH OF FRONTIER PKWY	0.71	100%	$ 5,234,000	$ 5,234,000
7-36	P6D	COIT RD	2147 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY	0.41	100%	$ 2,860,000	$ 2,860,000
7-37	C2U	WELLS WAY	629 FT SOUTH OF OWNSBY PKWY TO WELLS WAY	0.05	50%	$ 604,000	$ 302,000
7-38	C2U	WELLS WAY	FRONTIER PKWY TO 646 FT NORTH OF SADDLE HORN CT	1.01	100%	$ 3,931,000	$ 3,931,000
7-39	C2U	ROSELAND PKWY	SUNSET BLVD TO OUTER LOOP	0.74	100%	$ 3,042,000	$ 3,042,000
7-40	C2U	ROSELAND PKWY	CHOATE PKWY TO 1076 FT SOUTH OF CHOATE PKWY	0.21	100%	$ 865,000	$ 865,000
7-41	C2U	ROSELAND PKWY	1076 FT SOUTH OF CHOATE PKWY TO 1939 FT NORTH OF OWNSBY PKWY	0.3	100%	$ 1,235,000	$ 1,235,000
7-42	C2U	ROSELAND PKWY	993 FT NORTH OF OWNSBY PKWY TO 1935 FT NORTH OF OWNSBY PKWY	0.18	100%	$ 741,000	$ 741,000
7-43	P6D	CUSTER RD	CHOATE PKWY TO 1607 FT NORTH OF OWNSBY PKWY	0.7	50%	$ 4,879,000	$ 2,439,500
7-44	P6D	CUSTER RD	1607 FT NORTH OF OWNSBY PKWY TO OWNSBY PKWY	0.3	50%	$ 2,093,000	$ 1,046,500
7-45	P6D	CUSTER RD	748 FT SOUTH OF SUNSET BLVD TO COLLIN COUNTY OUTER LOOP	0.19	50%	$ 1,327,000	$ 663,500
	Int. Improvements		Coit Rd & Punk Carter Pkwy		100%	$ 600,000	$ 600,000
	Int. Improvements		Coit Rd & Glendenning Pkwy		25%	$ 300,000	$ 75,000
	Int. Improvements		Frontier Pkwy & Custer Rd		25%	$ 1,800,000	$ 450,000
	Int. Improvements		Collin County Outer Loop & Roseland Pkwy		50%	$ 1,500,000	$ 750,000
	Int. Improvements		Custer Rd & Ownsby Pkwy		50%	$ 1,650,000	$ 825,000
	Int. Improvements		Frontier Pkwy & Wells Rd		50%	$ 600,000	$ 300,000
	Int. Improvements		Frontier Pkwy & Coit Rd		50%	$ 1,350,000	$ 675,000
	Int. Improvements		Ownsby Pkwy & Wells Way		50%	$ 300,000	$ 150,000
	Int. Improvements		Coit Rd & Ownsby Pkwy		50%	$ 1,800,000	$ 900,000
	Int. Improvements		Choate Pkwy & Custer Rd		50%	$ 1,800,000	$ 900,000
	Int. Improvements		Choate Pkwy & Roseland Pkwy		50%	$ 300,000	$ 150,000
	Int. Improvements		Coit Rd & Choate Pkwy		75%	$ 300,000	$ 225,000
	Int. Improvements		Custer Rd & Sunset Blvd		25%	$ 300,000	$ 75,000
	Int. Improvements		Sunset Blvd & Roseland Pkwy		50%	$ 300,000	$ 150,000
	Int. Improvements		Preston Rd & Frontier Pkwy		25%	$ 150,000	$ 37,500
	Int. Improvements		Preston Rd & Collin County Outer Loop		50%	$ 1,800,000	$ 900,000
	Int. Improvements		Preston Rd & Punk Carter Pkwy		50%	$ 900,000	$ 450,000
	Int. Improvements		Preston Rd & Ownsby Pkwy		50%	$ 900,000	$ 450,000
	Int. Improvements		Preston Rd & John Cambell		50%	$ 150,000	$ 75,000
	Int. Improvements		Collin County Outer Loop & Custer Road		25%	$ 1,500,000	$ 375,000
						Service Area Project Cost Subtotal	**$ 114,741,000**
						2020 Roadway Impact Fee Study Cost Per Service Area	**$ 8,571**
						Total Cost in SERVICE AREA 7	**$ 114,749,571**

Notes:

a. The planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
b. The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.
c. The project cost total within Service Area may differ from the total shown in the Summary sheets contained within **Appendix A** due to some projects that are split between City limits and ETJ.

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D. Service Unit Calculation

The basic service unit for the computation of Celina's Roadway Impact Fees is the vehicle-mile of travel during the afternoon peak-hour. To determine the cost per service unit, it is necessary to project the growth in vehicle-miles of travel for the service area for the ten-year period.

The growth in vehicle-miles from 2020 to 2030 is based upon projected changes in residential and non-residential growth for the period. In order to determine this growth, baseline estimates of population, basic square feet, service square feet, and retail square feet for 2020 were made by the City, along with projections for each of these demographic statistics through 2030. The Land Use Assumptions section of this report details the growth estimates used for the impact fee determination.

The residential and non-residential statistics in the Land Use Assumptions provide the "independent variables" that are used to calculate the existing (2020) and projected (2030) transportation service units used to establish the Roadway Impact Fee maximum rates within each service area. The roadway demand service units (vehicle-miles) for each service area are the sum of the vehicle-miles "generated" by each category of land use in the service area.

For the purpose of impact fees, all developed and developable land is categorized as either residential or non-residential. For residential land uses, the existing and projected population is converted to dwelling units. The number of dwelling units in each service area is multiplied by a transportation demand factor to compute the vehicle-miles of travel that occur during the afternoon peak hour. This factor computes the average amount of demand caused by the residential land uses in the service area. The transportation demand factor is discussed in more detail below.

For non-residential land uses, the process is similar. The Land Use Assumptions provide existing and projected number of building square footages for three categories of non-residential land uses – basic, service, and retail. These categories correspond to an aggregation of other specific land use categories based on the North American Industrial Classification System (NAICS).

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Building square footage is the most common independent variable for the estimation of non-residential trips in the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 10th Edition. This characteristic is more appropriate than the number of employees because building square footage is tied more closely to trip generation and is known at the time of application for any development or development modification that would require the assessment of an impact fee.

The existing and projected Land Use Assumptions for the dwelling units and the square footage of basic, service, and retail land uses provide the basis for the projected increase in vehicle-miles of travel. As noted earlier, a transportation demand factor is applied to these values and then summed to calculate the total peak hour vehicle-miles of demand for each service area.

The transportation demand factors are aggregate rates derived from two sources – the ITE Trip Generation Manual, 10th Edition and the National Household Travel Survey (NHTS) performed by the Federal Highway Administration (FHWA). ITE's Trip Generation Manual, 10th Edition provides the number of trips that are produced or attracted to the land use for each dwelling unit, square foot of building, or other corresponding unit. For the retail category of land uses, the rate is adjusted to account for the fact that a percentage of retail trips are made by people who would otherwise be traveling past that particular establishment anyway, such as a trip between work and home. These trips are called pass-by trips, and since the travel demand is accounted for in the land use calculations relative to the primary trip, it is necessary to discount the retail rate to avoid double counting trips.

The next component of the transportation demand factor accounts for the length of each trip. The average trip length for each category is based on the region-wide travel characteristics found in the most recent National Household Travel Survey (NHTS).

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The computation of the transportation demand factor is detailed in the following equation:

$$TDF = T * (1 - P_b) * L_{\max}$$

$$\text{where...}\ L_{\max} = \min(L * OD \ \text{ or } \text{SA}_L)$$

Variables:

- TDF = Transportation Demand Factor
- T = Trip Rate (peak hour trips / unit)
- P_b = Pass-By Discount (% of trips)
- L_{max} = Maximum Trip Length (miles)
- L = Average Trip Length (miles)
- OD = Origin-Destination Reduction (50%)
- SA_L = Max Service Area Trip Length (see **Table 9**)

For land uses which are characterized by longer average trip lengths (primarily residential uses), the maximum trip length has been limited to a length based on the nature of the roadway network within the service area, along with consideration of the existing City boundaries. Although Chapter 395 of the Texas Local Government Code allows for a service area diameter of six miles, the longest trip length along Celina's roadway network is approximately four miles. Therefore, the maximum trip length was assumed to be four miles.

The adjustment made to the average trip length statistic in the computation of the maximum trip length is the origin-destination reduction. This adjustment is made because the Roadway Impact Fee is charged to both the origin and destination end of the trip. For example, impact fee methodology will account for a trip from home to work within Celina to both residential and non-residential land uses. To avoid counting these trips as both residential and non-residential trips, a 50% origin-destination (OD) reduction factor is applied. Therefore, only half of the trip length is assessed to each land use. This methodology is consistent with that used in the National Household Travel Survey.

Table 20 shows the derivation of the Transportation Demand Factor for the residential land use and the three non-residential land use categories for each service area. The values

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utilized for all variables shown in the transportation demand factor equation are also shown in the table.

Table 20. Transportation Demand Factor Calculations

Variable	Residential	Basic	Service	Retail
T	0.99	0.63	1.15	3.81
P_b	0%	0%	0%	34%
L	9.79	10.02	14.65	5.60
L_{max} *	4.90	5.00	5.00	2.80
TDF	**4.85**	**3.15**	**5.75**	**7.04**

The application of the demographic projections and the transportation demand factors are presented in the 10-Year Growth Projections in **Table 21** on page 51. This table shows the total growth in vehicle-miles by service area for the years 2020 and 2030. These estimates and projections lead to the Vehicle-Miles of Travel for both 2020 and 2030.

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Table 21. 10-year Growth Projections

10-Year Growth between 2020 and 2030

SERVICE AREA	SINGLE FAMILY VEHICLE-MILES			MULTI-FAMILY VEHICLE-MILES			SQUARE FEET[4]			TRANS. DEMAND FACTOR[5]			NON-RESIDENTIAL VEHICLE-MILES[9]				TOTAL VEHICLE MILES[10]
	DWELLING UNITS[1]	TDF[2]	VEHICLE MILES[3]	DWELLING UNITS[1]	TDF[2]	VEHICLE MILES[3]	BASIC	SERVICE	RETAIL	BASIC[6]	SERVICE[7]	RETAIL[8]	BASIC	SERVICE	RETAIL	TOTAL	
		0.99			*0.56*					*0.63*	*1.15*	*3.81*					
1	3,757	4.85	18,221	735	2.74	2,014	0	15,000	562,000	3.15	5.75	7.04	0	86	3,957	4,043	24,278
2	149	4.85	723	89	2.74	245	0	86,000	107,000	3.15	5.75	7.04	0	495	753	1,248	2,215
3	5,912	4.85	28,673	8,260	2.74	22,633	762,000	3,762,000	2,924,000	3.15	5.75	7.04	2,400	21,632	20,588	44,620	95,926
4	2,146	4.85	10,408	2,729	2.74	7,477	0	807,000	926,000	3.15	5.75	7.04	0	4,640	6,520	11,160	29,045
5	785	4.85	3,807	925	2.74	2,534	0	621,000	223,000	3.15	5.75	7.04	0	3,571	1,570	5,141	11,481
6	895	4.85	4,341	6,209	2.74	17,013	176,000	176,000	918,000	3.15	5.75	7.04	554	1,012	6,464	8,030	29,383
7	3,303	4.85	16,020	5,047	2.74	13,829	0	2,081,000	1,676,000	3.15	5.75	7.04	0	11,966	11,801	23,767	53,615
Totals	**16,947**		**82,193**				**938,000**	**7,548,000**	**7,336,000**				**2,954**	**43,402**	**51,653**	**98,009**	**245,943**

VEHICLE-MILES OF INCREASE[11] (2020 - 2030)

SERVICE AREA	VEH-MILES
1	24,278
2	2,215
3	95,926
4	29,045
5	11,481
6	29,383
7	53,615
Total	245,943

Notes:

[1] From *Land Use Assumptions* , Section 3.A

[2] Transportation Demand Factor for each Service Area (from LUVMET) using Single Family Detached Housing land use and *trip generation rate*

[3] Calculated by multiplying TDF by the number of dwelling units

[4] From *Land Use Assumptions,* Section 3.A

[5] *Trip generation rate* and Transportation Demand Factors from LUVMET for each land use

[6] 'Basic' corresponds to General Light Industrial land use and *trip generation rate*

[7] 'Service' corresponds to General Office land use and *trip generation rate*

[8] 'Retail' corresponds to Shopping Center land use and *trip generation rate*

[9] Calculated by multiplying Transportation Demand Factor by the number of thousand square feet for each land use

[10] Residential plus non-residential vehicle-mile totals for each Service Area

[11] Total Vehicle-Miles (2020) subtracted from Total Vehicle-Miles (2030)

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E. Cost Per Service Unit

A fundamental step in the impact fee process is to establish the cost for each service unit. In the case of the Roadway Impact Fee, this is the cost for each vehicle-mile of travel. This cost per service unit is the cost to construct a roadway (lane-mile) needed to accommodate a vehicle-mile of travel at a level of service corresponding to the City's standards. The cost per service unit is calculated for each service area based on a specific list of projects within that service area.

The second component of the cost per service unit is the number of service units in each service area. This number is the measure of the growth in transportation demand that is projected to occur in the ten-year period. Chapter 395 requires that impact fees be assessed only to pay for growth projected to occur in the City limits within the next ten-years (**see Section 4.D**). As noted earlier, the units of demand are vehicle-miles of travel.

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5. ROADWAY IMPACT FEE CALCULATION

A. MAXIMUM ASSESSABLE IMPACT FEE PER SERVICE UNIT

This section presents the maximum assessable impact fee rate calculated for each service area. The maximum assessable impact fee is the sum of the eligible Roadway Impact Fee CIP costs for the service area divided by the growth in travel attributable to new development projected to occur within the ten-year period. A majority of the components of this calculation have been described and presented in previous sections of this report. The purpose of this section is to document the computation for each service area and to demonstrate that the guidelines provided by Chapter 395 of the Texas Local Government Code have been addressed. **Table 22** illustrates the computation of the maximum assessable impact fee computed for each service area. Each row in the table is numbered to simplify explanation of the calculation.

Table 22. Maximum Assessable Roadway Impact Fee Computation

Line	Title	Description
1	*Total Vehicle-Miles of Capacity Added by the CIP*	The total number of vehide-miles added to the service area based on the capacity, length, and number of lanes in each project (from **Appendix B** – CIP Service Units of Supply)

Each project identified in the Impact Fee CIP will add a certain amount of capacity to the City's roadway network based on its length and classification. This line displays the total amount added within each service area.

2	*Total Vehicle-Miles of Existing Demand*	A measure of the amount of traffic currently using the roadway facilities upon which capacity is being added. (from **Appendix B** – CIP Service Units of Supply)

A number of facilities identified in the Impact Fee CIP have traffic currently utilizing a portion of their existing capacity. This line displays the total amount of capacity along these facilities currently being used by existing traffic.

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3	*Total Vehicle-Miles of Existing Deficiencies*	Number of vehicle-miles of travel that are not accommodated by the existing roadway system (from **Appendix C** – Existing Roadway Facilities Inventory)

In order to ensure that existing deficiencies on the City's roadway network are not recoverable through impact fees, this line is based on the entire roadway network within the service area. Any roadway within the service area that is deficient – even those not identified on the Impact Fee CIP – will have these additional vehicle-miles removed from the calculation.

4	*Net Amount of Vehide-Miles of Capacity Added*	A measurement of the amount of vehicle-miles added by the CIP that will not be utilized by existing demand **(Line 1 – Line 2 – Line 3)**

This calculation identifies the portion of the Impact Fee CIP (in vehicle-miles) that may be recoverable through the collection of impact fees.

5	*Total Cost of the CIP within the Service Area*	The total cost of the projects within each service area (from **Tables 13-20**): 10-Year Capital Improvement Plan with Conceptual Level Cost Opinions)

This line simply identifies the total cost of all of the projects identified in each service area.

6	*Cost of Net Capacity Supplied*	The total CIP cost (**Line 5**) prorated by the ratio of Net Capacity Added (**Line 4**) to Total Capacity Added (**Line 1**). **[(Line 4 / Line 1) * (Line 5)]**

Using the ratio of vehide-miles added by the Roadway Impact Fee CIP available to serve future growth to the total vehicle-miles added, the total cost of the CIP is reduced to the amount available for future growth
(i.e. excluding existing usage and deficiencies).

7	*Cost to Meet Existing Needs and Usage*	The difference between the Total Cost of the CIP (**Line 5**) and the Cost of the Net Capacity supplied (**Line 6**). **(Line 5 – Line 6)**

This line is provided for informational purposes only – it is to present the portion of the total cost of the Roadway Impact Fee CIP that is required to meet existing demand.

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8	*Total Vehicle-Miles of New Demand over Ten Years*	Based upon the growth projection provided in the **Land Use Assumptions**, an estimate of the number of new vehicle-miles within the service area over the next ten years. (from **Table 21**)

This line presents the amount of growth (in vehicle-miles) projected to occur within each service area over the next ten years.

9	*Percent of Capacity Added Attributable to New Growth*	The result of dividing Total Vehide-Miles of New Demand (**Line 8**) by the Net Amount of Capacity Added (**Line 4**), limited to 100% (**Line 10**). This calculation is required by Chapter 395 to ensure capacity added is attributable to new growth.
10	*Chapter 395 Check*	

In order to ensure that the vehicle-miles added by the Roadway Impact Fee CIP do not exceed the amount needed to accommodate growth beyond the ten-year window, a comparison of the two values is performed. If the number of vehide-miles added by the Roadway Impact Fee CIP exceeds the growth projected to occur in the next ten years, the Roadway Impact Fee CIP cost is reduced accordingly.

11	*Cost of Capacity Added Attributable to New Growth*	The result of multiplying the Cost of Net Capacity Added (**Line 6**) by the Percent of Capacity Added Attributable to New Growth, limited to 100% (**Line 10**).

This value is the total Impact Fee CIP project costs (exduding financial costs) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.

B. Plan For Awarding the Roadway Impact Fee Credit

Chapter 395 of the Texas Local Government Code requires the Capital Improvements Plan for Roadway Impact Fees to contain specific enumeration of a plan for awarding the impact fee credit. Section 395.014 of the Code requires:

(A) "a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan…"

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The City of Celina has determined the maximum assessable impact fee per service unit shall be 50% of the total projected cost of implementing the CIP. Therefore, the Recoverable Cost of the CIP (Line 12) is assumed to be half of the Cost of Capacity Added Attributable to New Growth (Line 11). The Maximum Assessable Fee Per Service Unit (Line 13) is then found by dividing Recoverable Cost of the CIP (Line 12) by the Total Vehicle-Miles of New Demand over Ten Years (Line 8).

The continuation of **Table 22** summarizes the additional computations carried out to provide the maximum assessable impact fee.

Line	Title	Description
12	*Recoverable Cost of the CIP*	The cost of the CIP attributable to new growth, less a credit for the portion of ad valorem taxes projected to be generated by the new service units, as per Section 395.014 of the Local Government Code (**50% of Line 12**)
13	*Maximum Assessable Fee Per Service Unit*	Found by subtracting the credit for Ad Valorem Taxes (**Line 13**) by the from the Pre-Credit Maximum Fee Per Service Unit (**Line 12**) (**Line 12 – Line 13**)

Table 22 summarizes the calculations walked through in **Table 23** on page 57 and provides the maximum assessable impact fee for each service area.

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Table 23. Maximum Assessable Impact Fee

	SERVICE AREA:	1	2	3	4	5	6	7
1	TOTAL VEH-MI OF CAPACITY ADDED BY THE CIP (FROM CIP UNITS OF SUPPLY, **APPENDIX B)**	22,235	13,089	82,536	52,153	22,408	34,461	41,555
2	TOTAL VEH-MI OF EXISTING DEMAND (FROM CIP UNITS OF SUPPLY, **APPENDIX B**)	2,082	2,557	6,591	4,214	1,130	4,370	5,957
3	TOTAL VEH-MI OF EXISTING DEFICIENCIES (FROM EXISTING FACILITIES INVENTORY, **APPENDIX C**)	740	740	0	0	0	0	243
4	NET AMOUNT OF VEH-MI OF CAPACITY ADDED (LINE 1 - LINE 2 - LINE 3)	19,413	9,792	75,945	47,939	21,278	30,091	35,355
5	TOTAL COST OF THE CIP WITHIN SERVICE AREA (FROM **TABLES 13 - 20)**	$ 63,482,571	$ 40,892,071	$ 255,447,571	$ 145,882,571	$ 80,217,379	$ 139,438,224	$ 114,749,571
6	COST OF NET CAPACITY SUPPLIED (LINE 4 / LINE 1) * (LINE 5)	$ 55,426,723	$ 30,593,011	$ 235,048,534	$ 134,095,154	$ 76,172,143	$ 121,756,060	$ 97,627,957
7	COST TO MEET EXISTING NEEDS AND USAGE (LINE 5 - LINE 6)	$ 8,055,848	$ 10,299,060	$ 20,399,037	$ 11,787,417	$ 4,045,236	$ 17,682,164	$ 17,121,614
8	TOTAL VEH-MI OF NEW DEMAND OVER TEN YEARS (FROM **TABLE 21** and **Land Use Assumptions**)	24,278	2,215	95,926	29,045	11,481	29,383	53,615
9	PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 8 / LINE 4)	125.0%	22.6%	126.3%	60.5%	53.9%	97.6%	151.6%
10	IF LINE 8 > LINE 4, REDUCE LINE 9 TO 100%, OTHERWISE NO CHANGE	100.0%	22.6%	100.0%	60.5%	53.9%	97.6%	100.0%
11	COST OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 6 * LINE 10)	$ 55,426,723	$ 6,914,020	$ 235,048,534	$ 81,127,568	$ 41,056,785	$ 118,833,915	$ 97,627,957
12	RECOVERABLE COST OF THE CIP (WITH 50% CREDIT FOR AD VALOREM TAXES PER CHAPTER 395 TX LGC)	$ 27,713,362	$ 3,457,010	$ 117,524,267	$ 40,563,784	$ 20,528,393	$ 59,416,958	$ 48,813,979
13	MAX ASSESSABLE FEE PER SERVICE UNIT ($ PER VEH-MI) (LINE 12/ LINE 8)	$ 1,142	$ 1,561	$ 1,225	$ 1,397	$ 1,788	$ 2,022	$ 910

C. Service Unit Demand Per Unit of Development

The Roadway Impact Fee is determined by multiplying the impact fee rate by the number of service units projected for the proposed development. For this purpose, the City utilizes the Land Use/Vehicle-Mile Equivalency Table (LUVMET), presented in **Table 24** on page 60. This table lists the predominant land uses that may occur within the City of Celina. For each land use, the development unit that defines the development's magnitude with respect to transportation demand is shown. Although every possible use cannot be anticipated, the majority of uses are found in this table. If the exact use is not listed, one similar in trip-making characteristics can serve as a reasonable proxy. The individual land uses are grouped into categories, such as residential, office, commercial, industrial, and institutional.

The trip rates presented for each land use are a fundamental component of the LUVMET. The trip rate is the average number of trips generated during the afternoon peak hour by each land use per development unit. The next column, if applicable to the land use, presents the number of trips to and from certain land uses reduced by pass-by trips, as previously discussed.

The source of the trip generation and pass-by statistics is ITE's Trip Generation Manual, 10th Edition, the latest edition of the definitive source for trip generation data. This manual utilizes trip generation studies for a variety of land uses throughout the United States, and is the standard used by traffic engineers and transportation planners for traffic impact analysis, site design, and transportation planning.

To convert vehicle trips to vehicle-miles, it is necessary to multiply trips by trip length. The adjusted trip length values are based on the Regional Origin-Destination Travel Survey performed by the NHTS. The other adjustment to trip length is the 50% origin-destination reduction to avoid double counting of trips. At this stage, another important aspect of the state law is applied – the limit on transportation service unit demand. If the adjusted trip length is above the maximum service area trip length, the maximum trip length used for calculation is reduced. This reduction, as discussed previously, limits the maximum trip length to the approximate size of the service areas.

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The remaining column in the LUVMET shows the vehicle-miles per development unit. This number is the product of the trip rate and the maximum trip length. This number, previously referred to as the Transportation Demand Factor, is used in the impact fee estimate to compute the number of service units attributed to each land use category. The number of service units is multiplied by the impact fee rate (established by City ordinance) in order to determine the impact fee for a development.

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Table 24. Land-Use Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-M Per De Unit
PORT AND TERMINAL											
Truck Terminal	030	1,000 SF GFA	1.87			1.87	14.65	50%	7.33	5.00	9.35
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.63			0.63	14.65	50%	7.33	5.00	3.15
Industrial Park	130	1,000 SF GFA	0.40			0.40	14.65	50%	7.33	5.00	2.00
Warehousing	150	1,000 SF GFA	0.19			0.19	14.65	50%	7.33	5.00	0.95
Mini-Warehouse	151	1,000 SF GFA	0.17			0.17	14.65	50%	7.33	5.00	0.85
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	0.99			0.99	9.79	50%	4.90	4.90	4.85
Townhomes	220	Dwelling Unit	0.56			0.56	9.79	50%	4.90	4.90	2.74
Multi-family Housing (Low-Rise)	220	Dwelling Unit	0.56			0.56	9.79	50%	4.90	4.90	2.74
Multi-family Housing (Mid-Rise)	221	Dwelling Unit	0.44			0.44	9.79	50%	4.90	4.90	2.15
Multi-family Housing (High-Rise)	222	Dwelling Unit	0.36			0.36	9.79	50%	4.90	4.90	1.76
Mid-Rise Residential with 1st Floor Commercial	231	Dwelling Unit	0.36			0.36	9.79	50%	4.90	4.90	1.76
Mobile Home Park / Manufactured Housing	240	Dwelling Unit	0.46			0.46	9.79	50%	4.90	4.90	2.25
Senior Adult Housing-Detached	251	Dwelling Unit	0.30			0.30	9.79	50%	4.90	4.90	1.47
Senior Adult Housing-Attached	252	Dwelling Unit	0.26			0.26	9.79	50%	4.90	4.90	1.27
Assisted Living	254	Beds	0.26			0.26	9.79	50%	4.90	4.90	1.27
LODGING											
Hotel	310	Room	0.60			0.60	6.43	50%	3.22	3.22	1.93
Motel / Other Lodging Facilities	320	Room	0.38			0.38	6.43	50%	3.22	3.22	1.22
RECREATIONAL											
Golf Course	430	Acre	0.28			0.28	7.86	50%	3.93	3.93	1.10
Miniature Golf Course	431	Hole	0.33			0.33	7.86	50%	3.93	3.93	1.30
Golf Driving Range	432	Tee	1.25			1.25	7.86	50%	3.93	3.93	4.91
Multiplex Movie Theater	445	Screens	13.73			13.73	15.77	50%	7.89	5.00	68.65
Ice Skating Rink	465	1,000 SF GFA	1.33			1.33	7.86	50%	3.93	3.93	5.23
Racquet / Tennis Club	491	Court	3.82			3.82	7.86	50%	3.93	3.93	15.01
Recreational Community Center	495	1,000 SF GFA	2.31			2.31	7.86	50%	3.93	3.93	9.08
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.49			0.49	8.31	50%	4.16	4.16	2.04
Day Care Center	565	1,000 SF GFA	11.12	44%	B	6.23	3.49	50%	1.75	1.75	10.87
Primary/Middle School (1-8)	522	Students	0.17			0.17	3.49	50%	1.75	1.75	0.30
High School	530	Students	0.14			0.14	3.49	50%	1.75	1.75	0.24
Junior / Community College	540	Students	0.11			0.11	10.44	50%	5.22	5.00	0.55
University / College	550	Students	0.15			0.15	10.44	50%	5.22	5.00	0.75
MEDICAL											
Clinic	630	1,000 SF GFA	3.28			3.28	9.85	50%	4.93	4.93	16.15
Hospital	610	1,000 SF GFA	0.97			0.97	9.85	50%	4.93	4.93	4.78
Nursing Home	620	Beds	0.22			0.22	9.85	50%	4.93	4.93	1.08
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	B	2.47	9.85	50%	4.93	4.93	12.16
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	0.60			0.60	14.65	50%	7.33	5.00	3.00
General Office Building	710	1,000 SF GFA	1.15			1.15	14.65	50%	7.33	5.00	5.75
Medical-Dental Office Building	720	1,000 SF GFA	3.46			3.46	9.85	50%	4.93	4.93	17.04
Single Tenant Office Building	715	1,000 SF GFA	1.71			1.71	14.65	50%	7.33	5.00	8.55
Office Park	750	1,000 SF GFA	1.07			1.07	14.65	50%	7.33	5.00	5.35

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

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Table 24 Continued. Land-Use Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-M Per De Unit
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF GFA	3.11	40%	B	1.87	4.45	50%	2.23	2.23	4.15
Automobile Parts Sales	843	1,000 SF GFA	4.91	43%	A	2.80	4.45	50%	2.23	2.23	6.23
Gasoline/Service Station	944	Vehicle Fueling Position	14.03	42%	A	8.14	1.20	50%	0.60	0.60	4.88
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	13.99	56%	B	6.16	1.20	50%	0.60	0.60	3.69
New Car Sales	840	1,000 SF GFA	2.43	20%	B	1.94	5.60	50%	2.80	2.80	5.44
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85	40%	B	2.91	4.45	50%	2.23	2.23	6.47
Self-Service Car Wash	947	Stall	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	3.98	28%	A	2.87	4.45	50%	2.23	2.23	6.38
Dining											
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	32.67	50%	A	16.34	5.64	50%	2.82	2.82	46.06
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	28.34	50%	B	14.17	5.64	50%	2.82	2.82	39.96
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.77	43%	A	5.57	5.64	50%	2.82	2.82	15.70
Quality Restaurant	931	1,000 SF GFA	7.80	44%	A	4.37	5.64	50%	2.82	2.82	12.32
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	43.38	70%	A	13.01	5.64	50%	2.82	2.82	36.70
Other Retail											
Free-Standing Discount Store	815	1,000 SF GFA	4.83	30%	C	3.38	5.60	50%	2.80	2.80	9.47
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.60	50%	2.80	2.80	13.60
Home Improvement Superstore	862	1,000 SF GFA	2.33	42%	A	1.35	5.60	50%	2.80	2.80	3.78
Pharmacy/Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	8.51	53%	A	4.00	5.60	50%	2.80	2.80	11.20
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	10.29	49%	A	5.25	5.60	50%	2.80	2.80	14.69
Shopping Center	820	1,000 SF GFA	3.81	34%	A	2.51	5.60	50%	2.80	2.80	7.04
Supermarket	850	1,000 SF GFA	9.24	36%	A	5.91	5.60	50%	2.80	2.80	16.56
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	5.60	50%	2.80	2.80	9.80
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	5.60	50%	2.80	2.80	3.82
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	4.45	50%	2.23	2.23	16.19
Drive-In Bank	912	Drive-in Lanes	27.15	35%	A	17.65	4.45	50%	2.23	2.23	39.27
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	6.41	50%	3.21	3.21	3.25

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories

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6. SAMPLE CALCULATIONS

The following section details two examples of maximum assessable Roadway Impact Fee calculations.

Example 1:
Development Type - One Unit of Single-Family Housing in Service Area 5

Roadway Impact Fee Calculation Steps – Example 1	
Step 1	**Determine Development Unit and Vehicle-Miles Per Development Unit**
	From Table 24 [Land Use – Vehicle-mile Equivalency Table] Development Type: 1 Dwelling Unit of Single-Family Detached Housing Number of Development Units: 1 Dwelling Unit Veh-Mi Per Development Unit: 4.85
Step 2	**Determine Maximum Assessable Impact Fee Per Service Unit**
	From Table 23, Line 14 [Maximum Assessable Fee Per Service Unit] Service Area 4: $1,788
Step 3	**Determine Maximum Assessable Impact Fee**
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 1 * 4.85 * $1,788 Maximum Assessable Impact Fee = $8,672

Example 2:
Development Type – 125,000 square foot Shopping Center in Service Area 3

Roadway Impact Fee Calculation Steps – Example 2	
Step 1	**Determine Development Unit and Vehicle-Miles Per Development Unit**
	From Table 24 [Land Use – Vehicle-mile Equivalency Table] Development Type: 125,000 square feet of Shopping Center Development Unit: 1,000 square feet of Gross Floor Area Veh-Mi Per Development Unit: 7.04
Step 2	**Determine Maximum Assessable Impact Fee Per Service Unit**
	From Table 23, Line 14 [Maximum Assessable Fee Per Service Unit] Service Area: $1,225
Step 3	**Determine Maximum Assessable Impact Fee**
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 125 * 7.04 * $1,225 Maximum Assessable Impact Fee = $1,078,000

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7. CONCLUSION

The City of Celina has established a process to implement the assessment and collection of Roadway Impact Fees through the adoption of an impact fee ordinance that is consistent with Chapter 395 of the Texas Local Government Code.

This report establishes the maximum allowable Roadway Impact Fee that could be assessed by the City of Celina within each service area. The maximum assessable Roadway Impact Fees calculated in this report are as shown below:

Service Area	1	2	3	4	5	6	7
2020 Maximum Assessible Fee Per Service Unit ($/Veh-mi)	$1,142	$1,561	$1,225	$1,397	$1,788	$2,022	$910

This document serves as a guide to the assessment of Roadway Impact Fees pertaining to future development and the City's need for roadway improvements to accommodate that growth. Following the public hearing process, the City Council may establish an amount to be assessed (if any) up to the maximum established within this report and update the Roadway Impact Fee Ordinance accordingly.

In conclusion, it is our opinion that the data and methodology used in this update are appropriate and consistent with Chapter 395 of the Texas Local Government Code. Furthermore, the Land Use Assumptions and the proposed Capital Improvement Plan are appropriately incorporated into the process.

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

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8. APPENDICES

A. Conceptual Level Project Cost Projections

B. CIP Service Units of Supply

C. Existing Roadway Facilities Inventory

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

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A. Conceptual Level Project Cost Projections

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area 1

#	Class	Project	Limits	Status	Project Cost
1-1	P6D	MARILEE RD	DALLAS NORTH TOLLWAY TO 2250 FT WEST OF CELINA PKWY	Widening	$ 4,914,000
1-2	C2U	SA1_RD1	5360 FT NORTH OF LEGACY DR TO 3254 FT NORTH OF LEGACY DR	New Build	$ 2,056,000
1-3	M4D	RAZOR DR	1431 FT WEST OF DALLAS NORTH TOLLWAY TO 2926 FT WEST OF DALLAS NORTH TOLLWAY	Widening	$ 1,955,000
1-4	M4D	RAZOR DR	1431 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY	Widening	$ 1,882,000
1-5,3-2	P6D	G A MOORE PKWY	DALLAS NORTH TOLLWAY TO LEGACY DR	Widening	$ 13,614,000
1-6	P6D	G A MOORE PKWY	RILEY RD TO DALLAS NORTH TOLLWAY	Widening	$ 2,232,000
1-7,3-71	P6D	LEGACY DR	GA MOORE PKWY TO CELINA PKWY	New Build	$ 13,415,000
1-8,3-1	M4D	LEGACY DR	LOUISIANA DR TO PRESTON RD	Widening	$ 8,233,000
1-9	P6D	CELINA PKWY	SA1_RD2 TO 1965 FT NORTH OF SA1_RD2	Widening	$ 2,159,000
1-10	P6D	CELINA PKWY	CELINA PKWY TO SA1_RD2	Widening	$ 3,836,000
1-11	P6D	CELINA PKWY	LEGACY DR TO CELINA PKWY	New Build	$ 2,949,000
1-12	P6D	CELINA PKWY	1558 FT SOUTH OF LEGACY DR TO LEGACY DR	New Build	$ 1,842,000
1-13,2-11	P6D	PRESTON RD	MARILEE RD TO STALLCUP BLVD	Widening	$ 6,038,000
1-14,2-12	P6D	PRESTON RD	STALLCUP BLVD TO CARL DARNALL PKWY	Widening	$ 5,156,000
1-15,2-13	P6D	PRESTON RD	CARL DARNALL PKWY TO 494 FT NORTH OF LEGACY DR	Widening	$ 5,302,000
1-16,2-14	P6D	PRESTON RD	494 FT NORTH OF LEGACY DR TO LEGACY DR	Widening	$ 627,000
1-17	FWY	DALLAS NORTH TOLLWAY	MARILEE RD TO 1433 FT NORTH OF RAZOR DR	ROW Only	$ 13,830,000
1-18	FWY	DALLAS NORTH TOLLWAY	1433 FT NORTH OF RAZOR DR TO RAZOR DR	ROW Only	$ 2,960,000
1-19	FWY	DALLAS NORTH TOLLWAY	RAZOR DR TO GA MOORE PKWY	ROW Only	$ 10,450,000
				ROADWAY TOTAL	**$ 103,450,000**

Intersections

Type	Intersection	Project Cost
Int. Improvements	CR 10 & Razor Dr	$ 900,000
Int. Improvements	CR 10 & Marilee Road	$ 1,800,000
Int. Improvements	BUS 289 & Legacy Dr	$ 300,000
Int. Improvements	Legacy Dr & GA Moore Parkway	$ 300,000
Int. Improvements	CR 10 & GA Moore Pkwy	$ 1,800,000
Int. Improvements	Legacy Dr & Celina Pkwy	$ 300,000
Int. Improvements	Preston Rd & Carl Darnall Pkwy	$ 900,000
Int. Improvements	Celina Pkwy & SA1_RD1	$ 300,000
Int. Improvements	Celina Pkwy & SA1_RD1	$ 300,000
	INTERSECTION TOTAL	**$ 6,900,000**
	SERVICE AREA TOTAL	**$ 110,350,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 1-1
Name:	MARILEE RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	DALLAS NORTH TOLLWAY TO 2250 FT WEST OF CELINA Pk		
Impact Fee Class:	P6D		
Existing Lanes:	2UD-G		
Length (lf):	2,800		
Service Area(s):	1		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,644	cy	$ 8.00	$ 77,156
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	19,289	sy	$ 5.00	$ 96,444
304	10" Concrete Pavement w/ 6" Curb	17,422	sy	$ 50.00	$ 871,111
404	4" Topsoil	8,089	sy	$ 4.50	$ 36,400
504	5" Concrete Sidewalk	56,000	sf	$ 3.75	$ 210,000
604	Moisture Conditioning	19,289	sy	$ 8.00	$ 154,311
704	Street Lighting	2,800	lf	$ 70.00	$ 196,000
				Paving Construction Cost Subtotal:	**$ 1,641,422**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 131,314
√	Traffic Control	Construction Phase Traffic Control	3%	$ 49,243
√	Pavement Markings/Signs		4%	$ 65,657
√	Roadway Drainage	Standard Internal System	25%	$ 410,356
√	Special Drainage Structures	Major Floodplain Crossing	$826,112	$ 826,112
√	Water	Minor Adjustments	5%	$ 82,071
√	Sewer	Minor Adjustments	2%	$ 32,828
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 98,485
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,696,066**

Paving and Allowance Subtotal:		**$ 3,337,488**
Construction Contingency:	15%	$ 500,623
Construction Cost TOTAL:		**$ 3,839,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,839,000**
Engineering/Survey/Testing:		18%	$ 691,020
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 383,900
		Impact Fee Project Cost TOTAL:	**$ 4,914,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-2**
Name:	SA1_RD1	**This project consists of the construction**		
Limits:	5360 FT NORTH OF LEGACY DR TO 3254 FT NORTH OF LEC	**of a new two-lane undivided collector.**		
Impact Fee Class:	C2U			
Existing Lanes:	XX			
Length (lf):	2,640			
Service Area(s):	1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	3,911	cy	$ 8.00	$ 31,289
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	11,733	sy	$ 5.00	$ 58,667
301	9" Concrete Pavement w/ 6" Curb	7,920	sy	$ 40.00	$ 316,800
401	4" Topsoil	4,400	sy	$ 4.50	$ 19,800
501	5" Concrete Sidewalk	42,240	sf	$ 3.75	$ 158,400
601	Moisture Conditioning	11,733	sy	$ 8.00	$ 93,867
701	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 863,622**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 69,090
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 34,545
√	Roadway Drainage	Standard Internal System	25%	$ 215,906
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 43,181
√	Sewer	Minor Adjustments	2%	$ 17,272
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 51,817
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 431,811**

Paving and Allowance Subtotal:		**$ 1,295,433**
Construction Contingency:	15%	$ 194,315
Construction Cost TOTAL:		**$ 1,490,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,490,000**
Engineering/Survey/Testing:		18%	$ 268,200
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 298,000
		Impact Fee Project Cost TOTAL:	**$ 2,056,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-3**
Name:	RAZOR DR	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	1431 FT WEST OF DALLAS NORTH TOLLWAY TO 2926 FT W			
Impact Fee Class:	M4D			
Existing Lanes:	2UD-G			
Length (lf):	1,480			
Service Area(s):	1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	5,098	cy	$ 8.00	$ 40,782
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	10,196	sy	$ 5.00	$ 50,978
302	10" Concrete Pavement w/ 6" Curb	9,209	sy	$ 50.00	$ 460,444
402	4" Topsoil	4,276	sy	$ 4.50	$ 19,240
502	5" Concrete Sidewalk	29,600	sf	$ 3.75	$ 111,000
602	Moisture Conditioning	10,196	sy	$ 8.00	$ 81,564
702	Street Lighting	1,480	lf	$ 70.00	$ 103,600
				Paving Construction Cost Subtotal:	**$ 867,609**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 69,409
√	Traffic Control	Construction Phase Traffic Control	3%	$ 26,028
√	Pavement Markings/Signs		4%	$ 34,704
√	Roadway Drainage	Standard Internal System	25%	$ 216,902
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 43,380
√	Sewer	Minor Adjustments	2%	$ 17,352
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 52,057
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 459,833**
			Paving and Allowance Subtotal:	**$ 1,327,442**
			Construction Contingency: 15%	$ 199,116
			Construction Cost TOTAL:	**$ 1,527,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,527,000**
Engineering/Survey/Testing:		18%	$ 274,860
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 152,700
		Impact Fee Project Cost TOTAL:	**$ 1,955,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-4**
Name:	RAZOR DR	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	1431 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NO			
Impact Fee Class:	M4D			
Existing Lanes:	2UD-G			
Length (lf):	1,425			
Service Area(s):	1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	4,908	cy	$ 8.00	$ 39,267
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	9,817	sy	$ 5.00	$ 49,083
302	10" Concrete Pavement w/ 6" Curb	8,867	sy	$ 50.00	$ 443,333
402	4" Topsoil	4,117	sy	$ 4.50	$ 18,525
502	5" Concrete Sidewalk	28,500	sf	$ 3.75	$ 106,875
602	Moisture Conditioning	9,817	sy	$ 8.00	$ 78,533
702	Street Lighting	1,425	lf	$ 70.00	$ 99,750
				Paving Construction Cost Subtotal:	**$ 835,367**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 66,829
√	Traffic Control	Construction Phase Traffic Control	3%	$ 25,061
√	Pavement Markings/Signs		4%	$ 33,415
√	Roadway Drainage	Standard Internal System	25%	$ 208,842
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 41,768
√	Sewer	Minor Adjustments	2%	$ 16,707
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 50,122
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 442,744**

Paving and Allowance Subtotal:		**$ 1,278,111**
Construction Contingency:	15%	$ 191,717
Construction Cost TOTAL:		**$ 1,470,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,470,000**
Engineering/Survey/Testing:		18%	$ 264,600
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 147,000
		Impact Fee Project Cost TOTAL:	**$ 1,882,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-5,3-2**
Name:	G A MOORE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	DALLAS NORTH TOLLWAY TO LEGACY DR			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	6,390			
Service Area(s):	1, 3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	22,010	cy	$ 8.00	$ 176,080
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	44,020	sy	$ 5.00	$ 220,100
304	10" Concrete Pavement w/ 6" Curb	39,760	sy	$ 50.00	$ 1,988,000
404	4" Topsoil	18,460	sy	$ 4.50	$ 83,070
504	5" Concrete Sidewalk	127,800	sf	$ 3.75	$ 479,250
604	Moisture Conditioning	44,020	sy	$ 8.00	$ 352,160
704	Street Lighting	6,390	lf	$ 70.00	$ 447,300
				Paving Construction Cost Subtotal:	**$ 3,745,960**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 299,677
√	Traffic Control	Construction Phase Traffic Control	3%	$ 112,379
√	Pavement Markings/Signs		4%	$ 149,838
√	Roadway Drainage	Standard Internal System	25%	$ 936,490
√	Special Drainage Structures	Major Floodplain Crossing	$3,517,052	$ 3,517,052
√	Water	Minor Adjustments	5%	$ 187,298
√	Sewer	Minor Adjustments	2%	$ 74,919
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 224,758
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 5,502,411**

Paving and Allowance Subtotal:		**$ 9,248,371**
Construction Contingency:	15%	$ 1,387,256
Construction Cost TOTAL:		**$ 10,636,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 10,636,000**
Engineering/Survey/Testing:		18%	$ 1,914,480
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 1,063,600
		Impact Fee Project Cost TOTAL:	**$ 13,614,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-6**
Name:	G A MOORE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	RILEY RD TO DALLAS NORTH TOLLWAY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	1,690			
Service Area(s):	1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	5,821	cy	$ 8.00	$ 46,569
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	11,642	sy	$ 5.00	$ 58,211
304	10" Concrete Pavement w/ 6" Curb	10,516	sy	$ 50.00	$ 525,778
404	4" Topsoil	4,882	sy	$ 4.50	$ 21,970
504	5" Concrete Sidewalk	33,800	sf	$ 3.75	$ 126,750
604	Moisture Conditioning	11,642	sy	$ 8.00	$ 93,138
704	Street Lighting	1,690	lf	$ 70.00	$ 118,300
				Paving Construction Cost Subtotal:	**$ 990,716**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 79,257
√	Traffic Control	Construction Phase Traffic Control	3%	$ 29,721
√	Pavement Markings/Signs		4%	$ 39,629
√	Roadway Drainage	Standard Internal System	25%	$ 247,679
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 49,536
√	Sewer	Minor Adjustments	2%	$ 19,814
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 59,443
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 525,079**

Paving and Allowance Subtotal:		**$ 1,515,795**
Construction Contingency:	15%	$ 227,369
Construction Cost TOTAL:		**$ 1,744,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,744,000**
Engineering/Survey/Testing:		18%	$ 313,920
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 174,400
		Impact Fee Project Cost TOTAL:	**$ 2,232,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-7,3-71**
Name:	LEGACY DR	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	GA MOORE PKWY TO CELINA PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	XX			
Length (lf):	7,655			
Service Area(s):	1, 3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	26,367	cy	$ 8.00	$ 210,938
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	52,734	sy	$ 5.00	$ 263,672
304	10" Concrete Pavement w/ 6" Curb	47,631	sy	$ 50.00	$ 2,381,556
404	4" Topsoil	22,114	sy	$ 4.50	$ 99,515
504	5" Concrete Sidewalk	153,100	sf	$ 3.75	$ 574,125
604	Moisture Conditioning	52,734	sy	$ 8.00	$ 421,876
704	Street Lighting	7,655	lf	$ 70.00	$ 535,850
				Paving Construction Cost Subtotal:	**$ 4,487,531**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 359,002
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 179,501
√	Roadway Drainage	Standard Internal System	25%	$ 1,121,883
√	Special Drainage Structures	Major Floodplain Crossing	$1,721,188	$ 1,721,188
√	Water	Minor Adjustments	5%	$ 224,377
√	Sewer	Minor Adjustments	2%	$ 89,751
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 269,252
	Other:		-	$ -
	**Allowances based on % of Paving Construction Cost Subtotal		**Allowance Subtotal:**	**$ 3,964,954**
			Paving and Allowance Subtotal:	**$ 8,452,485**
			Construction Contingency: 15%	$ 1,267,873
			Construction Cost TOTAL:	**$ 9,721,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 9,721,000**
Engineering/Survey/Testing:		18%	$ 1,749,780
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 1,944,200
		Impact Fee Project Cost TOTAL:	**$ 13,415,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-8,3-1**
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	LOUISIANA DR TO PRESTON RD			
Impact Fee Class:	M4D			
Existing Lanes:	2UD			
Length (lf):	5,120			
Service Area(s):	1, 3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	17,636	cy	$ 8.00	$ 141,084
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	35,271	sy	$ 5.00	$ 176,356
302	10" Concrete Pavement w/ 6" Curb	31,858	sy	$ 50.00	$ 1,592,889
402	4" Topsoil	14,791	sy	$ 4.50	$ 66,560
502	5" Concrete Sidewalk	102,400	sf	$ 3.75	$ 384,000
602	Moisture Conditioning	35,271	sy	$ 8.00	$ 282,169
702	Street Lighting	5,120	lf	$ 70.00	$ 358,400
				Paving Construction Cost Subtotal:	**$ 3,001,458**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 240,117
√	Traffic Control	Construction Phase Traffic Control	3%	$ 90,044
√	Pavement Markings/Signs		4%	$ 120,058
√	Roadway Drainage	Standard Internal System	25%	$ 750,364
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 150,073
√	Sewer	Minor Adjustments	2%	$ 60,029
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 180,087
√	Other:	At-Grade Railroad Crossing	-	$ 500,000
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 2,590,773**

Paving and Allowance Subtotal:		**$ 5,592,230**
Construction Contingency:	15%	$ 838,835
Construction Cost TOTAL:		**$ 6,432,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 6,432,000**
Engineering/Survey/Testing:		18%	$ 1,157,760
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 643,200
		Impact Fee Project Cost TOTAL:	**$ 8,233,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-9**
Name:	CELINA PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	SA1_RD2 TO 1965 FT NORTH OF SA1_RD2			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	1,635			
Service Area(s):	1			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	5,632	cy	$ 8.00	$ 45,053
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	11,263	sy	$ 5.00	$ 56,317
304	10" Concrete Pavement w/ 6" Curb	10,173	sy	$ 50.00	$ 508,667
404	4" Topsoil	4,723	sy	$ 4.50	$ 21,255
504	5" Concrete Sidewalk	32,700	sf	$ 3.75	$ 122,625
604	Moisture Conditioning	11,263	sy	$ 8.00	$ 90,107
704	Street Lighting	1,635	lf	$ 70.00	$ 114,450
				Paving Construction Cost Subtotal:	**$ 958,473**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 76,678
√	Traffic Control	Construction Phase Traffic Control	3%	$ 28,754
√	Pavement Markings/Signs		4%	$ 38,339
√	Roadway Drainage	Standard Internal System	25%	$ 239,618
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 47,924
√	Sewer	Minor Adjustments	2%	$ 19,169
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 57,508
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 507,991**

Paving and Allowance Subtotal:		**$ 1,466,464**
Construction Contingency:	15%	$ 219,970
Construction Cost TOTAL:		**$ 1,687,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,687,000**
Engineering/Survey/Testing:		18%	$ 303,660
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 168,700
		Impact Fee Project Cost TOTAL:	**$ 2,159,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 1-10
Name:	CELINA PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	CELINA PKWY TO SA1_RD2		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	2,905		
Service Area(s):	1		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	10,006	cy	$ 8.00	$ 80,049
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	20,012	sy	$ 5.00	$ 100,061
304	10" Concrete Pavement w/ 6" Curb	18,076	sy	$ 50.00	$ 903,778
404	4" Topsoil	8,392	sy	$ 4.50	$ 37,765
504	5" Concrete Sidewalk	58,100	sf	$ 3.75	$ 217,875
604	Moisture Conditioning	20,012	sy	$ 8.00	$ 160,098
704	Street Lighting	2,905	lf	$ 70.00	$ 203,350
				Paving Construction Cost Subtotal:	**$ 1,702,976**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 136,238
√	Traffic Control	Construction Phase Traffic Control	3%	$ 51,089
√	Pavement Markings/Signs		4%	$ 68,119
√	Roadway Drainage	Standard Internal System	25%	$ 425,744
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 85,149
√	Sewer	Minor Adjustments	2%	$ 34,060
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 102,179
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 902,577**

Paving and Allowance Subtotal:		**$ 2,605,553**
Construction Contingency:	15%	$ 390,833
Construction Cost TOTAL:		**$ 2,997,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,997,000**
Engineering/Survey/Testing:		18%	$ 539,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 299,700
		Impact Fee Project Cost TOTAL:	**$ 3,836,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 1-11
Name:	CELINA PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	LEGACY DR TO CELINA PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	1,110		
Service Area(s):	1		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,823	cy	$ 8.00	$ 30,587
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	7,647	sy	$ 5.00	$ 38,233
304	10" Concrete Pavement w/ 6" Curb	6,907	sy	$ 50.00	$ 345,333
404	4" Topsoil	3,207	sy	$ 4.50	$ 14,430
504	5" Concrete Sidewalk	22,200	sf	$ 3.75	$ 83,250
604	Moisture Conditioning	7,647	sy	$ 8.00	$ 61,173
704	Street Lighting	1,110	lf	$ 70.00	$ 77,700
				Paving Construction Cost Subtotal:	**$ 650,707**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 52,057
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 26,028
√	Roadway Drainage	Standard Internal System	25%	$ 162,677
√	Special Drainage Structures	Major Floodplain Crossing	$882,028	$ 882,028
√	Water	Minor Adjustments	5%	$ 32,535
√	Sewer	Minor Adjustments	2%	$ 13,014
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 39,042
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,207,381**
			Paving and Allowance Subtotal:	**$ 1,858,088**
			Construction Contingency: 15%	$ 278,713
			Construction Cost TOTAL:	**$ 2,137,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,137,000**
Engineering/Survey/Testing:		18%	$ 384,660
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 427,400
		Impact Fee Project Cost TOTAL:	**$ 2,949,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 1-12
Name:	CELINA PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	1558 FT SOUTH OF LEGACY DR TO LEGACY DR		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	1,320		
Service Area(s):	1		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,547	cy	$ 8.00	$ 36,373
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	9,093	sy	$ 5.00	$ 45,467
304	10" Concrete Pavement w/ 6" Curb	8,213	sy	$ 50.00	$ 410,667
404	4" Topsoil	3,813	sy	$ 4.50	$ 17,160
504	5" Concrete Sidewalk	26,400	sf	$ 3.75	$ 99,000
604	Moisture Conditioning	9,093	sy	$ 8.00	$ 72,747
704	Street Lighting	1,320	lf	$ 70.00	$ 92,400
				Paving Construction Cost Subtotal:	**$ 773,813**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 61,905
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 30,953
√	Roadway Drainage	Standard Internal System	25%	$ 193,453
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 38,691
√	Sewer	Minor Adjustments	2%	$ 15,476
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 46,429
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 386,907**
			Paving and Allowance Subtotal:	**$ 1,160,720**
			Construction Contingency: 15%	$ 174,108
			Construction Cost TOTAL:	**$ 1,335,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,335,000**
Engineering/Survey/Testing:		18%	$ 240,300
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 267,000
		Impact Fee Project Cost TOTAL:	**$ 1,842,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 1-13,2-11
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	MARILEE RD TO STALLCUP BLVD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	4,015		
Service Area(s):	1, 2		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	13,829	cy	$ 8.00	$ 110,636
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	27,659	sy	$ 5.00	$ 138,294
304	10" Concrete Pavement w/ 6" Curb	24,982	sy	$ 50.00	$ 1,249,111
404	4" Topsoil	11,599	sy	$ 4.50	$ 52,195
504	5" Concrete Sidewalk	80,300	sf	$ 3.75	$ 301,125
604	Moisture Conditioning	27,659	sy	$ 8.00	$ 221,271
704	Street Lighting	4,015	lf	$ 70.00	$ 281,050
				Paving Construction Cost Subtotal:	**$ 2,353,682**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 188,295
√	Traffic Control	Construction Phase Traffic Control	3%	$ 70,610
√	Pavement Markings/Signs		4%	$ 94,147
√	Roadway Drainage	Standard Internal System	25%	$ 588,421
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 117,684
√	Sewer	Minor Adjustments	2%	$ 47,074
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 141,221
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,747,452**

Paving and Allowance Subtotal:		**$ 4,101,134**
Construction Contingency:	15%	$ 615,170
Construction Cost TOTAL:		**$ 4,717,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,717,000**
Engineering/Survey/Testing:		18%	$ 849,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 471,700
		Impact Fee Project Cost TOTAL:	**$ 6,038,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 1-14,2-12
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	STALLCUP BLVD TO CARL DARNALL PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	3,905		
Service Area(s):	1, 2		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	13,451	cy	$ 8.00	$ 107,604
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	26,901	sy	$ 5.00	$ 134,506
304	10" Concrete Pavement w/ 6" Curb	24,298	sy	$ 50.00	$ 1,214,889
404	4" Topsoil	11,281	sy	$ 4.50	$ 50,765
504	5" Concrete Sidewalk	78,100	sf	$ 3.75	$ 292,875
604	Moisture Conditioning	26,901	sy	$ 8.00	$ 215,209
704	Street Lighting	3,905	lf	$ 70.00	$ 273,350
				Paving Construction Cost Subtotal:	**$ 2,289,198**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 183,136
√	Traffic Control	Construction Phase Traffic Control	3%	$ 68,676
√	Pavement Markings/Signs		4%	$ 91,568
√	Roadway Drainage	Standard Internal System	25%	$ 572,299
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 114,460
√	Sewer	Minor Adjustments	2%	$ 45,784
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 137,352
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,213,275**

Paving and Allowance Subtotal:		**$ 3,502,473**
Construction Contingency:	15%	$ 525,371
Construction Cost TOTAL:		**$ 4,028,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,028,000**
Engineering/Survey/Testing:		18%	$ 725,040
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 402,800
		Impact Fee Project Cost TOTAL:	**$ 5,156,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**1-15,2-13**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	CARL DARNALL PKWY TO 494 FT NORTH OF LEGACY DR		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	4,015		
Service Area(s):	1, 2		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	13,829	cy	$ 8.00	$ 110,636
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	27,659	sy	$ 5.00	$ 138,294
304	10" Concrete Pavement w/ 6" Curb	24,982	sy	$ 50.00	$ 1,249,111
404	4" Topsoil	11,599	sy	$ 4.50	$ 52,195
504	5" Concrete Sidewalk	80,300	sf	$ 3.75	$ 301,125
604	Moisture Conditioning	27,659	sy	$ 8.00	$ 221,271
704	Street Lighting	4,015	lf	$ 70.00	$ 281,050
				Paving Construction Cost Subtotal:	**$ 2,353,682**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 188,295
√	Traffic Control	Construction Phase Traffic Control	3%	$ 70,610
√	Pavement Markings/Signs		4%	$ 94,147
√	Roadway Drainage	Standard Internal System	25%	$ 588,421
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 117,684
√	Sewer	Minor Adjustments	2%	$ 47,074
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 141,221
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,247,452**

Paving and Allowance Subtotal:		**$ 3,601,134**
Construction Contingency:	15%	$ 540,170
Construction Cost TOTAL:		**$ 4,142,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,142,000**
Engineering/Survey/Testing:		18%	$ 745,560
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 414,200
		Impact Fee Project Cost TOTAL:	**$ 5,302,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-16,2-14**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	494 FT NORTH OF LEGACY DR TO LEGACY DR			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	475			
Service Area(s):	1, 2			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	1,636	cy	$ 8.00	$ 13,089
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	3,272	sy	$ 5.00	$ 16,361
304	10" Concrete Pavement w/ 6" Curb	2,956	sy	$ 50.00	$ 147,778
404	4" Topsoil	1,372	sy	$ 4.50	$ 6,175
504	5" Concrete Sidewalk	9,500	sf	$ 3.75	$ 35,625
604	Moisture Conditioning	3,272	sy	$ 8.00	$ 26,178
704	Street Lighting	475	lf	$ 70.00	$ 33,250
				Paving Construction Cost Subtotal:	**$ 278,456**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 22,276
√	Traffic Control	Construction Phase Traffic Control	3%	$ 8,354
√	Pavement Markings/Signs		4%	$ 11,138
√	Roadway Drainage	Standard Internal System	25%	$ 69,614
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 13,923
√	Sewer	Minor Adjustments	2%	$ 5,569
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 16,707
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 147,581**

Paving and Allowance Subtotal:		**$ 426,037**
Construction Contingency:	15%	$ 63,906
Construction Cost TOTAL:		**$ 490,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 490,000**
Engineering/Survey/Testing:		18%	$ 88,200
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 49,000
		Impact Fee Project Cost TOTAL:	**$ 627,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina
2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**1-17**
Name:	DALLAS NORTH TOLLWAY	**This project consists of the dedication of ROW only for the building of the future Dallas North Tollway Facility**	
Limits:	MARILEE RD TO 1433 FT NORTH OF RAZOR DR		
Impact Fee Class:	FWY		
Existing Lanes:	2UD-G		
Length (lf):	6,915		
Service Area(s):	1		

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
ROW/Easement Acquisition:	400 Ft. ROW Width	$5/ Sq. Ft.	$ 13,830,000
		Impact Fee Project Cost TOTAL:	**$ 13,830,000**

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City of Celina
2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**1-18**
Name:	DALLAS NORTH TOLLWAY	**This project consists of the dedication of ROW only for the building of the future Dallas North Tollway Facility**	
Limits:	1433 FT NORTH OF RAZOR DR TO RAZOR DR		
Impact Fee Class:	FWY		
Existing Lanes:	2UD-G		
Length (lf):	1,480		
Service Area(s):	1		

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
ROW/Easement Acquisition:	400 Ft. ROW Width	$5/ Sq. Ft.	$ 2,960,000
		Impact Fee Project Cost TOTAL:	**$ 2,960,000**

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City of Celina
2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-19**
Name:	DALLAS NORTH TOLLWAY	**This project consists of the dedication of ROW only for the building of the future Dallas North Tollway Facility**		
Limits:	RAZOR DR TO GA MOORE PKWY			
Impact Fee Class:	FWY			
Existing Lanes:	2UD-G			
Length (lf):	5,225			
Service Area(s):	1			

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
ROW/Easement Acquisition:	400 Ft. ROW Width	$5/ Sq. Ft.	$ 10,450,000
		Impact Fee Project Cost TOTAL:	**$ 10,450,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area 2

#	Class	Project	Limits	Status	Project Cost
2-1	P6D	MARILEE RD	PRESTON RD TO COIT RD	Widening	$ 767,000
2-2	M4D	STALLCUP BLVD	PRESTON RD TO COIT RD	New Build	$ 3,246,000
2-3	C2U	SA2_RD1	PRESTON RD TO COIT RD	Widening	$ 1,946,000
2-4	C2U	SA2_RD1	COIT RD TO 1400 FT EAST OF COIT RD	Widening	$ 1,014,000
2-5	C2U	SA2_RD1	1400 FT EAST OF COIT RD TO SA2_RD2	Widening	$ 778,000
2-6	P6D	CARL DARNALL PKWY	1243 FT EAST OF SA2_RD2 TO SA2_RD2	New Build	$ 1,842,000
2-7	M4D	LEGACY DR	PRESTON RD TO CR 106	Widening	$ 3,487,000
2-8	M4D	LEGACY DR	2003 FT WEST OF COIT RD TO COIT RD	Widening	$ 2,648,000
2-9,4-1	M4D	ROBINSON DR	PRESTON RD TO COIT RD	Widening	$ 4,113,000
2-10,4-2	M4D	ROBINSON DR	COIT RD TO 2659 FT EAST OF COIT RD	Widening	$ 3,487,000
1-13,2-11	P6D	PRESTON RD	MARILEE RD TO STALLCUP BLVD	Widening	$ 6,038,000
1-14,2-12	P6D	PRESTON RD	STALLCUP BLVD TO CARL DARNALL PKWY	Widening	$ 5,156,000
1-15,2-13	P6D	PRESTON RD	CARL DARNALL PKWY TO 494 FT NORTH OF LEGACY DR	Widening	$ 5,302,000
1-16,2-14	P6D	PRESTON RD	494 FT NORTH OF LEGACY DR TO LEGACY DR	Widening	$ 627,000
2-15,3-54	P6D	PRESTON RD	LEGACY DR TO ROBINSON DR	Widening	$ 2,720,000
2-16	M4D	COIT RD	MARILEE RD TO CARL DARNALL PKWY	New Build	$ 6,679,000
2-17	M4D	COIT RD	640 SOUTH OF CARL DARNALL PKWY TO CARL DARNALL PKWY	New Build	$ 887,000
2-18	M4D	COIT RD	1438 FT NORTH OF LEGACY DR TO LEGACY DR	New Build	$ 2,066,000
				ROADWAY TOTAL	**$ 52,803,000**

Intersections

Type	Intersection	Project Cost
Int. Improvements	Coit Road & Stallcup Blvd	$ 300,000
Int. Improvements	Coit Road & Carl Darnall Pkwy	$ 300,000
Int. Improvements	Coit Road & Legacy Dr	$ 300,000
Int. Improvements	Preston Rd & Marilee Rd	$ 1,800,000
Int. Improvements	Preston Rd & Stallcup Blvd	$ 750,000
Int. Improvements	Preston Rd & Carl Darnall Pkwy	$ 1,800,000
Int. Improvements	Preston Rd & Legacy Dr	$ 1,050,000
Int. Improvements	Preston Rd & Robinson Dr	$ 150,000
Int. Improvements	GA Moore Pkwy & Celina Pkwy	$ 300,000
Int. Improvements	SA2_Rd1 & SA2_Rd2	$ 250,000
Int. Improvements	Carl Darnall Pkwy & SA2_Rd2	$ 300,000
Int. Improvements	Preston Rd & Carl Darnall Pkwy	$ 900,000
Int. Improvements	Marilee Road & Coit Road	$ 300,000
	INTERSECTION TOTAL	**$ 8,500,000**
	SERVICE AREA TOTAL	**$ 61,303,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**2-1**
Name:	MARILEE RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	PRESTON RD TO COIT RD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	580			
Service Area(s):	2			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	1,998	cy	$ 8.00	$ 15,982
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	3,996	sy	$ 5.00	$ 19,978
304	10" Concrete Pavement w/ 6" Curb	3,609	sy	$ 50.00	$ 180,444
404	4" Topsoil	1,676	sy	$ 4.50	$ 7,540
504	5" Concrete Sidewalk	11,600	sf	$ 3.75	$ 43,500
604	Moisture Conditioning	3,996	sy	$ 8.00	$ 31,964
704	Street Lighting	580	lf	$ 70.00	$ 40,600
				Paving Construction Cost Subtotal:	**$ 340,009**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 27,201
√	Traffic Control	Construction Phase Traffic Control	3%	$ 10,200
√	Pavement Markings/Signs		4%	$ 13,600
√	Roadway Drainage	Standard Internal System	25%	$ 85,002
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 17,000
√	Sewer	Minor Adjustments	2%	$ 6,800
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 20,401
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 180,205**

Paving and Allowance Subtotal:		**$ 520,214**
Construction Contingency:	15%	$ 78,032
Construction Cost TOTAL:		**$ 599,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 599,000**
Engineering/Survey/Testing:		18%	$ 107,820
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 59,900
		Impact Fee Project Cost TOTAL:	**$ 767,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**2-2**
Name:	STALLCUP BLVD	**This project consists of the construction of a new four-lane divided minor arterial.**		
Limits:	PRESTON RD TO COIT RD			
Impact Fee Class:	M4D			
Existing Lanes:	XX			
Length (lf):	2,325			
Service Area(s):	2			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	8,008	cy	$ 8.00	$ 64,067
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	16,017	sy	$ 5.00	$ 80,083
302	10" Concrete Pavement w/ 6" Curb	14,467	sy	$ 50.00	$ 723,333
402	4" Topsoil	6,717	sy	$ 4.50	$ 30,225
502	5" Concrete Sidewalk	46,500	sf	$ 3.75	$ 174,375
602	Moisture Conditioning	16,017	sy	$ 8.00	$ 128,133
702	Street Lighting	2,325	lf	$ 70.00	$ 162,750
				Paving Construction Cost Subtotal:	**$ 1,362,967**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 109,037
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 54,519
√	Roadway Drainage	Standard Internal System	25%	$ 340,742
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 68,148
√	Sewer	Minor Adjustments	2%	$ 27,259
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 81,778
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 681,483**

Paving and Allowance Subtotal:		**$ 2,044,450**
Construction Contingency:	15%	$ 306,668
Construction Cost TOTAL:		**$ 2,352,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,352,000**
Engineering/Survey/Testing:		18%	$ 423,360
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 470,400
		Impact Fee Project Cost TOTAL:	**$ 3,246,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**2-3**
Name:	SA2_RD1	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	PRESTON RD TO COIT RD			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	2,640			
Service Area(s):	2			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	3,911	cy	$ 8.00	$ 31,289
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	11,733	sy	$ 5.00	$ 58,667
301	9" Concrete Pavement w/ 6" Curb	7,920	sy	$ 40.00	$ 316,800
401	4" Topsoil	4,400	sy	$ 4.50	$ 19,800
501	5" Concrete Sidewalk	42,240	sf	$ 3.75	$ 158,400
601	Moisture Conditioning	11,733	sy	$ 8.00	$ 93,867
701	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 863,622**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 69,090
√	Traffic Control	Construction Phase Traffic Control	3%	$ 25,909
√	Pavement Markings/Signs		4%	$ 34,545
√	Roadway Drainage	Standard Internal System	25%	$ 215,906
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 43,181
√	Sewer	Minor Adjustments	2%	$ 17,272
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 51,817
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 457,720**

Paving and Allowance Subtotal:		**$ 1,321,342**
Construction Contingency:	15%	$ 198,201
Construction Cost TOTAL:		**$ 1,520,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,520,000**
Engineering/Survey/Testing:		18%	$ 273,600
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 152,000
		Impact Fee Project Cost TOTAL:	**$ 1,946,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**2-4**
Name:	SA2_RD1	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	COIT RD TO 1400 FT EAST OF COIT RD			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	1,375			
Service Area(s):	2			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	2,037	cy	$ 8.00	$ 16,296
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	6,111	sy	$ 5.00	$ 30,556
301	9" Concrete Pavement w/ 6" Curb	4,125	sy	$ 40.00	$ 165,000
401	4" Topsoil	2,292	sy	$ 4.50	$ 10,313
501	5" Concrete Sidewalk	22,000	sf	$ 3.75	$ 82,500
601	Moisture Conditioning	6,111	sy	$ 8.00	$ 48,889
701	Street Lighting	1,375	lf	$ 70.00	$ 96,250
				Paving Construction Cost Subtotal:	**$ 449,803**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 35,984
√	Traffic Control	Construction Phase Traffic Control	3%	$ 13,494
√	Pavement Markings/Signs		4%	$ 17,992
√	Roadway Drainage	Standard Internal System	25%	$ 112,451
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 22,490
√	Sewer	Minor Adjustments	2%	$ 8,996
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 26,988
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 238,396**

Paving and Allowance Subtotal:		**$ 688,199**
Construction Contingency:	15%	$ 103,230
Construction Cost TOTAL:		**$ 792,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 792,000**
Engineering/Survey/Testing:		18%	$ 142,560
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 79,200
		Impact Fee Project Cost TOTAL:	**$ 1,014,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**2-5**
Name:	SA2_RD1	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	1400 FT EAST OF COIT RD TO SA2_RD2			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	1,055			
Service Area(s):	2			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,563	cy	$ 8.00	$ 12,504
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	4,689	sy	$ 5.00	$ 23,444
301	9" Concrete Pavement w/ 6" Curb	3,165	sy	$ 40.00	$ 126,600
401	4" Topsoil	1,758	sy	$ 4.50	$ 7,913
501	5" Concrete Sidewalk	16,880	sf	$ 3.75	$ 63,300
601	Moisture Conditioning	4,689	sy	$ 8.00	$ 37,511
701	Street Lighting	1,055	lf	$ 70.00	$ 73,850
				Paving Construction Cost Subtotal:	**$ 345,122**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 27,610
√	Traffic Control	Construction Phase Traffic Control	3%	$ 10,354
√	Pavement Markings/Signs		4%	$ 13,805
√	Roadway Drainage	Standard Internal System	25%	$ 86,280
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 17,256
√	Sewer	Minor Adjustments	2%	$ 6,902
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 20,707
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 182,915**

Paving and Allowance Subtotal:		**$ 528,036**
Construction Contingency:	15%	$ 79,205
Construction Cost TOTAL:		**$ 608,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 608,000**
Engineering/Survey/Testing:		18%	$ 109,440
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 60,800
		Impact Fee Project Cost TOTAL:	**$ 778,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 2-6
Name:	CARL DARNALL PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	1243 FT EAST OF SA2_RD2 TO SA2_RD2		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	1,320		
Service Area(s):	2		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,547	cy	$ 8.00	$ 36,373
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	9,093	sy	$ 5.00	$ 45,467
304	10" Concrete Pavement w/ 6" Curb	8,213	sy	$ 50.00	$ 410,667
404	4" Topsoil	3,813	sy	$ 4.50	$ 17,160
504	5" Concrete Sidewalk	26,400	sf	$ 3.75	$ 99,000
604	Moisture Conditioning	9,093	sy	$ 8.00	$ 72,747
704	Street Lighting	1,320	lf	$ 70.00	$ 92,400
				Paving Construction Cost Subtotal:	**$ 773,813**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 61,905
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 30,953
√	Roadway Drainage	Standard Internal System	25%	$ 193,453
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 38,691
√	Sewer	Minor Adjustments	2%	$ 15,476
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 46,429
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 386,907**

Paving and Allowance Subtotal:		**$ 1,160,720**
Construction Contingency:	15%	$ 174,108
Construction Cost TOTAL:		**$ 1,335,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,335,000**
Engineering/Survey/Testing:		18%	$ 240,300
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 267,000
		Impact Fee Project Cost TOTAL:	**$ 1,842,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**2-7**
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	PRESTON RD TO CR 106			
Impact Fee Class:	M4D			
Existing Lanes:	4LD			
Length (lf):	2,640			
Service Area(s):	2			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	9,093	cy	$ 8.00	$ 72,747
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,187	sy	$ 5.00	$ 90,933
302	10" Concrete Pavement w/ 6" Curb	16,427	sy	$ 50.00	$ 821,333
402	4" Topsoil	7,627	sy	$ 4.50	$ 34,320
502	5" Concrete Sidewalk	52,800	sf	$ 3.75	$ 198,000
602	Moisture Conditioning	18,187	sy	$ 8.00	$ 145,493
702	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 1,547,627**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 123,810
√	Traffic Control	Construction Phase Traffic Control	3%	$ 46,429
√	Pavement Markings/Signs		4%	$ 61,905
√	Roadway Drainage	Standard Internal System	25%	$ 386,907
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 77,381
√	Sewer	Minor Adjustments	2%	$ 30,953
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 92,858
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 820,242**

Paving and Allowance Subtotal:		**$ 2,367,869**
Construction Contingency:	15%	$ 355,180
Construction Cost TOTAL:		**$ 2,724,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,724,000**
Engineering/Survey/Testing:		18%	$ 490,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 272,400
		Impact Fee Project Cost TOTAL:	**$ 3,487,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**2-8**
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	2003 FT WEST OF COIT RD TO COIT RD			
Impact Fee Class:	M4D			
Existing Lanes:	2UD			
Length (lf):	2,005			
Service Area(s):	2			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	6,906	cy	$ 8.00	$ 55,249
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,812	sy	$ 5.00	$ 69,061
302	10" Concrete Pavement w/ 6" Curb	12,476	sy	$ 50.00	$ 623,778
402	4" Topsoil	5,792	sy	$ 4.50	$ 26,065
502	5" Concrete Sidewalk	40,100	sf	$ 3.75	$ 150,375
602	Moisture Conditioning	13,812	sy	$ 8.00	$ 110,498
702	Street Lighting	2,005	lf	$ 70.00	$ 140,350
				Paving Construction Cost Subtotal:	**$ 1,175,376**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 94,030
√	Traffic Control	Construction Phase Traffic Control	3%	$ 35,261
√	Pavement Markings/Signs		4%	$ 47,015
√	Roadway Drainage	Standard Internal System	25%	$ 293,844
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 58,769
√	Sewer	Minor Adjustments	2%	$ 23,508
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 70,523
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 622,949**

Paving and Allowance Subtotal:		**$ 1,798,325**
Construction Contingency:	15%	$ 269,749
Construction Cost TOTAL:		**$ 2,069,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,069,000**
Engineering/Survey/Testing:		18%	$ 372,420
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 206,900
		Impact Fee Project Cost TOTAL:	**$ 2,648,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**2-9,4-1**
Name:	ROBINSON DR	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	PRESTON RD TO COIT RD			
Impact Fee Class:	M4D			
Existing Lanes:	2UD			
Length (lf):	3,115			
Service Area(s):	2, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	10,729	cy	$ 8.00	$ 85,836
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	21,459	sy	$ 5.00	$ 107,294
302	10" Concrete Pavement w/ 6" Curb	19,382	sy	$ 50.00	$ 969,111
402	4" Topsoil	8,999	sy	$ 4.50	$ 40,495
502	5" Concrete Sidewalk	62,300	sf	$ 3.75	$ 233,625
602	Moisture Conditioning	21,459	sy	$ 8.00	$ 171,671
702	Street Lighting	3,115	lf	$ 70.00	$ 218,050
				Paving Construction Cost Subtotal:	**$ 1,826,082**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 146,087
√	Traffic Control	Construction Phase Traffic Control	3%	$ 54,782
√	Pavement Markings/Signs		4%	$ 73,043
√	Roadway Drainage	Standard Internal System	25%	$ 456,521
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 91,304
√	Sewer	Minor Adjustments	2%	$ 36,522
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 109,565
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 967,824**

Paving and Allowance Subtotal:		**$ 2,793,906**
Construction Contingency:	15%	$ 419,086
Construction Cost TOTAL:		**$ 3,213,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,213,000**
Engineering/Survey/Testing:		18%	$ 578,340
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 321,300
		Impact Fee Project Cost TOTAL:	**$ 4,113,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**2-10,4-2**
Name:	ROBINSON DR	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	COIT RD TO 2659 FT EAST OF COIT RD			
Impact Fee Class:	M4D			
Existing Lanes:	2UD			
Length (lf):	2,640			
Service Area(s):	2, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	9,093	cy	$ 8.00	$ 72,747
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,187	sy	$ 5.00	$ 90,933
302	10" Concrete Pavement w/ 6" Curb	16,427	sy	$ 50.00	$ 821,333
402	4" Topsoil	7,627	sy	$ 4.50	$ 34,320
502	5" Concrete Sidewalk	52,800	sf	$ 3.75	$ 198,000
602	Moisture Conditioning	18,187	sy	$ 8.00	$ 145,493
702	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 1,547,627**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 123,810
√	Traffic Control	Construction Phase Traffic Control	3%	$ 46,429
√	Pavement Markings/Signs		4%	$ 61,905
√	Roadway Drainage	Standard Internal System	25%	$ 386,907
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 77,381
√	Sewer	Minor Adjustments	2%	$ 30,953
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 92,858
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 820,242**
			Paving and Allowance Subtotal:	**$ 2,367,869**
			Construction Contingency: 15%	$ 355,180
			Construction Cost TOTAL:	**$ 2,724,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,724,000**
Engineering/Survey/Testing:		18%	$ 490,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 272,400
		Impact Fee Project Cost TOTAL:	**$ 3,487,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-13,2-11**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	MARILEE RD TO STALLCUP BLVD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	4,015			
Service Area(s):	1, 2			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	13,829	cy	$ 8.00	$ 110,636
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	27,659	sy	$ 5.00	$ 138,294
304	10" Concrete Pavement w/ 6" Curb	24,982	sy	$ 50.00	$ 1,249,111
404	4" Topsoil	11,599	sy	$ 4.50	$ 52,195
504	5" Concrete Sidewalk	80,300	sf	$ 3.75	$ 301,125
604	Moisture Conditioning	27,659	sy	$ 8.00	$ 221,271
704	Street Lighting	4,015	lf	$ 70.00	$ 281,050
				Paving Construction Cost Subtotal:	**$ 2,353,682**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 188,295
√	Traffic Control	Construction Phase Traffic Control	3%	$ 70,610
√	Pavement Markings/Signs		4%	$ 94,147
√	Roadway Drainage	Standard Internal System	25%	$ 588,421
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 117,684
√	Sewer	Minor Adjustments	2%	$ 47,074
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 141,221
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,747,452**

Paving and Allowance Subtotal:		**$ 4,101,134**
Construction Contingency:	15%	$ 615,170
Construction Cost TOTAL:		**$ 4,717,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,717,000**
Engineering/Survey/Testing:		18%	$ 849,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 471,700
		Impact Fee Project Cost TOTAL:	**$ 6,038,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 1-14,2-12
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	STALLCUP BLVD TO CARL DARNALL PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	3,905		
Service Area(s):	1, 2		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	13,451	cy	$ 8.00	$ 107,604
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	26,901	sy	$ 5.00	$ 134,506
304	10" Concrete Pavement w/ 6" Curb	24,298	sy	$ 50.00	$ 1,214,889
404	4" Topsoil	11,281	sy	$ 4.50	$ 50,765
504	5" Concrete Sidewalk	78,100	sf	$ 3.75	$ 292,875
604	Moisture Conditioning	26,901	sy	$ 8.00	$ 215,209
704	Street Lighting	3,905	lf	$ 70.00	$ 273,350
				Paving Construction Cost Subtotal:	**$ 2,289,198**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 183,136
√	Traffic Control	Construction Phase Traffic Control	3%	$ 68,676
√	Pavement Markings/Signs		4%	$ 91,568
√	Roadway Drainage	Standard Internal System	25%	$ 572,299
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 114,460
√	Sewer	Minor Adjustments	2%	$ 45,784
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 137,352
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,213,275**

Paving and Allowance Subtotal:		**$ 3,502,473**
Construction Contingency:	15%	$ 525,371
Construction Cost TOTAL:		**$ 4,028,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,028,000**
Engineering/Survey/Testing:		18%	$ 725,040
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 402,800
		Impact Fee Project Cost TOTAL:	**$ 5,156,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**1-15,2-13**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	CARL DARNALL PKWY TO 494 FT NORTH OF LEGACY DR		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	4,015		
Service Area(s):	1, 2		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	13,829	cy	$ 8.00	$ 110,636
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	27,659	sy	$ 5.00	$ 138,294
304	10" Concrete Pavement w/ 6" Curb	24,982	sy	$ 50.00	$ 1,249,111
404	4" Topsoil	11,599	sy	$ 4.50	$ 52,195
504	5" Concrete Sidewalk	80,300	sf	$ 3.75	$ 301,125
604	Moisture Conditioning	27,659	sy	$ 8.00	$ 221,271
704	Street Lighting	4,015	lf	$ 70.00	$ 281,050
				Paving Construction Cost Subtotal:	**$ 2,353,682**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 188,295
√	Traffic Control	Construction Phase Traffic Control	3%	$ 70,610
√	Pavement Markings/Signs		4%	$ 94,147
√	Roadway Drainage	Standard Internal System	25%	$ 588,421
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 117,684
√	Sewer	Minor Adjustments	2%	$ 47,074
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 141,221
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,247,452**
			Paving and Allowance Subtotal:	**$ 3,601,134**
			Construction Contingency: 15%	$ 540,170
			Construction Cost TOTAL:	**$ 4,142,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,142,000**
Engineering/Survey/Testing:		18%	$ 745,560
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 414,200
		Impact Fee Project Cost TOTAL:	**$ 5,302,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 1-16,2-14
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	494 FT NORTH OF LEGACY DR TO LEGACY DR		
Impact Fee Class:	P6D		
Existing Lanes:	4D		
Length (lf):	475		
Service Area(s):	1, 2		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	1,636	cy	$ 8.00	$ 13,089
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	3,272	sy	$ 5.00	$ 16,361
304	10" Concrete Pavement w/ 6" Curb	2,956	sy	$ 50.00	$ 147,778
404	4" Topsoil	1,372	sy	$ 4.50	$ 6,175
504	5" Concrete Sidewalk	9,500	sf	$ 3.75	$ 35,625
604	Moisture Conditioning	3,272	sy	$ 8.00	$ 26,178
704	Street Lighting	475	lf	$ 70.00	$ 33,250
				Paving Construction Cost Subtotal:	**$ 278,456**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 22,276
√	Traffic Control	Construction Phase Traffic Control	3%	$ 8,354
√	Pavement Markings/Signs		4%	$ 11,138
√	Roadway Drainage	Standard Internal System	25%	$ 69,614
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 13,923
√	Sewer	Minor Adjustments	2%	$ 5,569
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 16,707
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 147,581**

Paving and Allowance Subtotal:		**$ 426,037**
Construction Contingency:	15%	$ 63,906
Construction Cost TOTAL:		**$ 490,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 490,000**
Engineering/Survey/Testing:		18%	$ 88,200
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 49,000
		Impact Fee Project Cost TOTAL:	**$ 627,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**2-15,3-54**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	LEGACY DR TO ROBINSON DR			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,060			
Service Area(s):	2, 3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	7,096	cy	$ 8.00	$ 56,764
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	14,191	sy	$ 5.00	$ 70,956
304	10" Concrete Pavement w/ 6" Curb	12,818	sy	$ 50.00	$ 640,889
404	4" Topsoil	5,951	sy	$ 4.50	$ 26,780
504	5" Concrete Sidewalk	41,200	sf	$ 3.75	$ 154,500
604	Moisture Conditioning	14,191	sy	$ 8.00	$ 113,529
704	Street Lighting	2,060	lf	$ 70.00	$ 144,200
				Paving Construction Cost Subtotal:	**$ 1,207,618**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 96,609
√	Traffic Control	Construction Phase Traffic Control	3%	$ 36,229
√	Pavement Markings/Signs		4%	$ 48,305
√	Roadway Drainage	Standard Internal System	25%	$ 301,904
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 60,381
√	Sewer	Minor Adjustments	2%	$ 24,152
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 72,457
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 640,037**

Paving and Allowance Subtotal:		**$ 1,847,655**
Construction Contingency:	15%	$ 277,148
Construction Cost TOTAL:		**$ 2,125,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,125,000**
Engineering/Survey/Testing:		18%	$ 382,500
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 212,500
		Impact Fee Project Cost TOTAL:	**$ 2,720,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 2-16
Name:	COIT RD	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	MARILEE RD TO CARL DARNALL PKWY		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	3,645		
Service Area(s):	2		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	12,555	cy	$ 8.00	$ 100,440
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	25,110	sy	$ 5.00	$ 125,550
302	10" Concrete Pavement w/ 6" Curb	22,680	sy	$ 50.00	$ 1,134,000
402	4" Topsoil	10,530	sy	$ 4.50	$ 47,385
502	5" Concrete Sidewalk	72,900	sf	$ 3.75	$ 273,375
602	Moisture Conditioning	25,110	sy	$ 8.00	$ 200,880
702	Street Lighting	3,645	lf	$ 70.00	$ 255,150
				Paving Construction Cost Subtotal:	**$ 2,136,780**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 170,942
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 85,471
√	Roadway Drainage	Standard Internal System	25%	$ 534,195
√	Special Drainage Structures	Major Floodplain Crossing	$1,003,380	$ 1,003,380
√	Water	Minor Adjustments	5%	$ 106,839
√	Sewer	Minor Adjustments	2%	$ 42,736
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 128,207
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 2,071,770**
			Paving and Allowance Subtotal:	**$ 4,208,550**
			Construction Contingency: 15%	$ 631,283
			Construction Cost TOTAL:	**$ 4,840,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,840,000**
Engineering/Survey/Testing:		18%	$ 871,200
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 968,000
		Impact Fee Project Cost TOTAL:	**$ 6,679,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**2-17**
Name:	COIT RD	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	640 SOUTH OF CARL DARNALL PKWY TO CARL DARNALL PKWY		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	635		
Service Area(s):	2		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	2,187	cy	$ 8.00	$ 17,498
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	4,374	sy	$ 5.00	$ 21,872
302	10" Concrete Pavement w/ 6" Curb	3,951	sy	$ 50.00	$ 197,556
402	4" Topsoil	1,834	sy	$ 4.50	$ 8,255
502	5" Concrete Sidewalk	12,700	sf	$ 3.75	$ 47,625
602	Moisture Conditioning	4,374	sy	$ 8.00	$ 34,996
702	Street Lighting	635	lf	$ 70.00	$ 44,450
				Paving Construction Cost Subtotal:	**$ 372,251**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 29,780
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 14,890
√	Roadway Drainage	Standard Internal System	25%	$ 93,063
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 18,613
√	Sewer	Minor Adjustments	2%	$ 7,445
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 22,335
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 186,126**
			Paving and Allowance Subtotal:	**$ 558,377**
			Construction Contingency: 15%	$ 83,757
			Construction Cost TOTAL:	**$ 643,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 643,000**
Engineering/Survey/Testing:		18%	$ 115,740
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 128,600
		Impact Fee Project Cost TOTAL:	**$ 887,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**2-18**
Name:	COIT RD	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	1438 FT NORTH OF LEGACY DR TO LEGACY DR		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	1,480		
Service Area(s):	2		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	5,098	cy	$ 8.00	$ 40,782
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	10,196	sy	$ 5.00	$ 50,978
302	10" Concrete Pavement w/ 6" Curb	9,209	sy	$ 50.00	$ 460,444
402	4" Topsoil	4,276	sy	$ 4.50	$ 19,240
502	5" Concrete Sidewalk	29,600	sf	$ 3.75	$ 111,000
602	Moisture Conditioning	10,196	sy	$ 8.00	$ 81,564
702	Street Lighting	1,480	lf	$ 70.00	$ 103,600
				Paving Construction Cost Subtotal:	**$ 867,609**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 69,409
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 34,704
√	Roadway Drainage	Standard Internal System	25%	$ 216,902
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 43,380
√	Sewer	Minor Adjustments	2%	$ 17,352
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 52,057
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 433,804**
			Paving and Allowance Subtotal:	**$ 1,301,413**
			Construction Contingency: 15%	$ 195,212
			Construction Cost TOTAL:	**$ 1,497,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,497,000**
Engineering/Survey/Testing:		18%	$ 269,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 299,400
		Impact Fee Project Cost TOTAL:	**$ 2,066,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area 3

#	Class	Project	Limits	Status	Project Cost
1-8,3-1	M4D	LEGACY DR	LOUISIANA DR TO PRESTON RD	Widening	$ 8,233,000
1-5,3-2	P6D	G A MOORE PKWY	DALLAS NORTH TOLLWAY TO LEGACY DR	Widening	$ 13,614,000
3-3	P6D	G A MOORE PKWY	LEGACY DR TO CELINA PKWY	New Build	$ 9,619,000
3-4	M4D	O'BRIEN DR	DALLAS NORTH TOLLWAY TO 1094 FT WEST OF LEGACY DR	New Build	$ 7,295,000
3-5	C2U	O'BRIEN DR	LEGACY DR TO 2463 FT EAST OF LEGACY DR	Widening	$ 1,905,000
3-6	C2U	O'BRIEN DR	FM 455 TO CELINA PKWY	New Build	$ 2,302,000
3-7	C2U	CR 994	COX LN TO 1281 FT EAST OF COX LN	New Build	$ 1,779,000
3-8	C2U	CR 994	1566 FT EAST OF COX LN TO 1606 FT EAST OF COX LN	Widening	$ 582,000
3-9	P6D	J FRED SMITH PWKY	DALLAS NORTH TOLLWAY TO LEGACY DR	Widening	$ 6,152,000
3-10	P6D	J FRED SMITH PWKY	LEGACY DR TO FM 455	Widening	$ 5,476,000
3-11	P6D	J FRED SMITH PWKY	FM 455 TO 576 FT EAST OF FM 455	Widening	$ 767,000
3-12	P6D	J FRED SMITH PWKY	576 FT EAST OF FM 455 TO CELINA PKWY	New Build	$ 3,538,000
3-13	P6D	J FRED SMITH PWKY	CELINA PKWY TO COX LN	Widening	$ 1,882,000
3-14	P6D	J FRED SMITH PWKY	COX LN TO 1209 FT EAST OF COX LN	Widening	$ 2,341,000
3-15	P6D	J FRED SMITH PWKY	CR 57 TO 701 FT EAST OF CR 57	New Build	$ 4,840,000
3-16	P6D	J FRED SMITH PWKY	LOUISIANA DR TO 1432 FT WEST OF PRESTON RD	Widening	$ 3,456,000
3-17	M4D	LYNN STAMBAUGH	MALONE ST TO PRESTON RD	New Build	$ 4,201,000
3-18	M4D	WALNUT ST	1850 WEST OF CELINA PKWY TO CELINA PKWY	Widening	$ 2,444,000
3-19	M4D	WALNUT ST	CELINA PKWY TO FLORIDA	Widening	$ 3,487,000
3-20	P6D	MOBBERLY RD	AS NORTH TOLLWAY TO 1000 FT EAST OF DALLAS NORTH TOLL	Widening	$ 3,380,000
3-21	M4D	MOBBERLY CONNECTOR	2529 FT SOUTH OF MOBBERLY RD TO CELINA PKWY	New Build	$ 5,897,000
3-22	M4D	SUNSET BLVD	CELINA PKWY TO S UTAH DR	Widening	$ 3,136,000
3-23	M4D	SUNSET BLVD	S UTAH DR TO BNSF RAILWAY	New Build	$ 3,669,000
3-24	M4D	SUNSET BLVD	BNSF RAILWAY TO PRESTON RD	New Build	$ 4,532,000
3-25,6-1	P6D	FM 428	LEGACY DR TO DENTON COUNTY LINE	Widening	$ 3,625,000
3-26,6-2	P6D	FM 428	LEGACY DR TO DALLAS NORTH TOLLWAY	Widening	$ 5,856,000
3-27,6-3	P6D	FM 428	DALLAS NORTH TOLLWAY TO 797 FT WEST OF CR 55	Widening	$ 4,390,000
3-28,6-4	P6D	GLENDENNING PKWY	CELINA PKWY TO GLENDENNING PKWY	New Build	$ 1,946,000
3-29,6-5	P6D	GLENDENNING PKWY	PRESTON RD TO OLD CELINA CEMETERY	Widening	$ 15,127,000
3-30	P6D	LEGACY DR	979 FT NORTH OF DALLAS NORTH TOLLWAY TO MOBBERLY RD	Widening	$ 2,341,000
3-31	P6D	LEGACY DR	T NORTH OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOL	Widening	$ 1,327,000
3-32	P6D	LEGACY DR	MOBBERLY RD TO GLENDENNING PKWY	Widening	$ 4,777,000
3-33	P6D	LEGACY DR	1498 FT SOUTH OF O'BRIEN DR TO J FRED SMITH PKWY	New Build	$ 2,876,000
3-34	P6D	LEGACY DR	GA MOORE PKWY TO O'BRIEN DR	Widening	$ 5,856,000
3-35	M4D	FM 455	2463 FT EAST OF LEGACY DR TO J FRED SMITH PKWY	Widening	$ 5,265,000
3-36	M4D	FM 455	J FRED SMITH PKWY TO 1848 WEST OF CELINA PKWY	Widening	$ 8,058,000
3-37	P6D	CELINA PKWY	GA MOORE PKWY TO 1438 FT SOUTH OF LEGACY DR	New Build	$ 6,028,000
3-38	P6D	CELINA PKWY	O'BRIEN DR TO 1385 FT SOUTH OF O'BRIEN DR	New Build	$ 1,920,000
3-39	P6D	CELINA PKWY	FT SOUTH OF O'BRIEN DR TO 1141 FT NORTH OF J FRED SMITH	New Build	$ 3,762,000
3-40	P6D	CELINA PKWY	4058 FT SOUTH OF O'BRIEN TO 3804 FT NORTH OF WALNUT ST	Widening	$ 1,532,000
3-41	P6D	CELINA PKWY	WALNUT ST TO SUNSET BLVD	Widening	$ 4,113,000
3-42	P6D	CELINA PKWY	SUNSET BLVD TO 1137 FT NORTH OF CR 1214	Widening	$ 3,209,000
3-43	P6D	CELINA PKWY	1137 FT NORTH OF CR 1214 TO CR 1214	Widening	$ 1,394,000
3-44	P6D	OKLAHOMA DR	LEGACY DR TO GA MOORE PKWY	Widening	$ 6,067,000
3-45	P6D	OKLAHOMA DR	GA MOORE PKWY TO O'BRIEN	Widening	$ 4,204,000
3-46	P6D	OKLAHOMA DR	CR 994 TO O'BRIEN DR	Widening	$ 3,487,000
3-47	P6D	OKLAHOMA DR	CR 994 TO 1045 FT SOUTH OF CR 994	Widening	$ 2,130,000
3-48	P6D	OKLAHOMA DR	1045 FT SOUTH OF CR 994 TO J FRED SMITH PKWY	Widening	$ 4,082,000
3-49	P6D	OKLAHOMA DR	J FRED SMITH PKWY TO 258.4 FT NORTH OF POPLAR ST	Widening	$ 3,558,000
3-50	C2U	COX LN	CR 994 TO J FRED SMITH PKWY	New Build	$ 1,975,000
3-51	C2U	FLORIDA	300 FT NORTH OF MULBERRY CT TO PECAN ST	Widening	$ 1,091,000
3-52	C2U	OKLAHOMA DR	ASH ST TO SUNSET BLVD	Widening	$ 1,555,000
3-53	C2U	OKLAHOMA DR	SUNSET BLVD TO PRESTON RD	Widening	$ 2,100,000
2-15,3-54	P6D	PRESTON RD	LEGACY DR TO ROBINSON DR	Widening	$ 2,720,000
3-55,4-29	P6D	PRESTON RD	ROBINSON DR TO GA MOORE PKWY	Widening	$ 3,414,000
3-56,4-30	P6D	PRESTON RD	GA MOORE PKWY TO MASSEY DR	Widening	$ 3,487,000
3-57,4-31	P6D	PRESTON RD	MASSEY DR TO J FRED SMITH PKWY	Widening	$ 6,972,000
3-58,4-32	P6D	PRESTON RD	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	Widening	$ 3,558,000
3-59,4-33	P6D	PRESTON RD	LYNN STAMBAUGH PKWY TO FM 455	Widening	$ 2,371,000
3-60,4-34	P6D	PRESTON RD	FM 455 TO ASH ST	Widening	$ 3,384,000
3-61,4-35	P6D	PRESTON RD	ASH ST TO SUNSET BLVD	Widening	$ 2,509,000
3-62,4-36	P6D	PRESTON RD	SUNSET BLVD TO GLENDENNING PKWY	Widening	$ 4,463,000
3-63	C2U	FLORIDA DR	FLORIDA EXTENSION TO J FRED SMITH PKWY	New Build	$ 1,605,000
3-64	C2U	SA3_RD1	CR 95 TO LYNN STAMBAUGH PKWY	New Build	$ 1,768,000
3-65	P6D	MOBBERLY RD	1000 FT EAST OF DALLAS NORTH TOLLWAY TO LEGACY DR	Widening	$ 2,509,000
3-66	FWY	DALLAS NORTH TOLLWAY	GA MOORE PKWY TO O'BRIEN DR	ROW Only	$ 13,830,000
3-67	FWY	DALLAS NORTH TOLLWAY	O'BRIEN DR TO J FRED SMITH PKWY	ROW Only	$ 7,390,000
3-68	FWY	DALLAS NORTH TOLLWAY	J FRED SMITH PKWY TO MOBBERLY RD	ROW Only	$ 12,780,000
3-69	FWY	DALLAS NORTH TOLLWAY	COUNTY LINE TO LEGACY DR	ROW Only	$ 7,180,000
3-70	FWY	DALLAS NORTH TOLLWAY	LEGACY DR TO GLENDENNING PKWY	ROW Only	$ 12,570,000
1-7,3-71	P6D	LEGACY DR	GA MOORE PKWY TO CELINA PKWY	New Build	$ 13,415,000

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area 3

#	Class	Project	Limits	Status	Project Cost
3-72	P6D	G A MOORE PKWY	LOUISIANA DR TO PRESTON RD	Widening	$ 13,354,000
				ROADWAY TOTAL	**$ 337,457,000**

Type	Intersection	Project Cost
Int. Improvements	FM 455 & O'Brien Dr	$ 300,000
Int. Improvements	FM 455 & J Fred Smith Pkwy	$ 300,000
Int. Improvements	Dallas North Tollway & CR 9	$ 1,800,000
Int. Improvements	Legacy Dr & J Fred Smith Pkwy	$ 300,000
Int. Improvements	Celina Pkwy & O'Brien Dr	$ 300,000
Int. Improvements	Legacy Dr & O'Brien Dr	$ 300,000
Int. Improvements	J Fred Smith Pkwy & Celina Pkwy	$ 300,000
Int. Improvements	J Fred Smith Pkwy & Cox Ln	$ 300,000
Int. Improvements	Cox Ln & CR 994	$ 250,000
Int. Improvements	Louisiana Dr & CR 994	$ 300,000
Int. Improvements	Louisiana Dr & O'Brien Dr	$ 300,000
Int. Improvements	Louisiana Dr & GA Moore Pkwy	$ 300,000
Int. Improvements	Louisiana Dr & J Fred Smith Pkwy	$ 300,000
Int. Improvements	Dallas North Tollway & Mobberly Rd	$ 1,800,000
Int. Improvements	Celina Pkwy & Walnut	$ 300,000
Int. Improvements	Celina Pkwy & Sunset Blvd	$ 300,000
Int. Improvements	BUS 289 & Sunset Blvd	$ 300,000
Int. Improvements	BUS 289 & Ash St	$ 450,000
Int. Improvements	Preston Rd & BUS 289	$ 1,050,000
Int. Improvements	Preston Rd & Glendenning Pkwy	$ 1,500,000
Int. Improvements	Preston Rd & Ash St	$ 1,050,000
Int. Improvements	Preston Rd & FM 455	$ 150,000
Int. Improvements	Preston Rd & GA Moore Pkwy	$ 1,500,000
Int. Improvements	Preston Rd & Massey Dr	$ 600,000
Int. Improvements	Preston Rd & Settlers Ridge Rd	$ 1,500,000
Int. Improvements	Preston Rd & Lynn Stambaugh Pkwy	$ 1,200,000
Int. Improvements	Preston Rd & Sunset Blvd	$ 1,050,000
Int. Improvements	Celina Pkwy & Glendenning Pkwy	$ 300,000
Int. Improvements	Dallas North Tollway & Glendenning Pkwy	$ 1,650,000
Int. Improvements	Glendenning Pkwy & Huddleston Dr	$ 300,000
Int. Improvements	Glendenning Pkwy & Legacy Dr	$ 300,000
Int. Improvements	Legacy Dr & Dallas North Tollway	$ 1,800,000
Int. Improvements	Dallas North Tollway & O'Brien Dr	$ 1,500,000
Int. Improvements	Florida Dr & J Fred Smith	$ 300,000
Int. Improvements	BUS 289 & Legacy Dr	$ 300,000
Int. Improvements	Legacy Dr & GA Moore Parkway	$ 300,000
Int. Improvements	Legacy Dr & Celina Pkwy	$ 300,000
Int. Improvements	Preston Rd & Robinson Dr	$ 150,000
Int. Improvements	CR 10 & GA Moore Pkwy	$ 1,800,000
Int. Improvements	Preston Rd & Legacy Dr	$ 1,050,000
	INTERSECTION TOTAL	**$ 28,150,000**
	SERVICE AREA TOTAL	**$ 365,607,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-8,3-1**
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	LOUISIANA DR TO PRESTON RD			
Impact Fee Class:	M4D			
Existing Lanes:	2UD			
Length (lf):	5,120			
Service Area(s):	1, 3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	17,636	cy	$ 8.00	$ 141,084
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	35,271	sy	$ 5.00	$ 176,356
302	10" Concrete Pavement w/ 6" Curb	31,858	sy	$ 50.00	$ 1,592,889
402	4" Topsoil	14,791	sy	$ 4.50	$ 66,560
502	5" Concrete Sidewalk	102,400	sf	$ 3.75	$ 384,000
602	Moisture Conditioning	35,271	sy	$ 8.00	$ 282,169
702	Street Lighting	5,120	lf	$ 70.00	$ 358,400
				Paving Construction Cost Subtotal:	**$ 3,001,458**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 240,117
√	Traffic Control	Construction Phase Traffic Control	3%	$ 90,044
√	Pavement Markings/Signs		4%	$ 120,058
√	Roadway Drainage	Standard Internal System	25%	$ 750,364
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 150,073
√	Sewer	Minor Adjustments	2%	$ 60,029
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 180,087
√	Other:	At-Grade Railroad Crossing	-	$ 500,000
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 2,590,773**

Paving and Allowance Subtotal:		**$ 5,592,230**
Construction Contingency:	15%	$ 838,835
Construction Cost TOTAL:		**$ 6,432,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 6,432,000**
Engineering/Survey/Testing:		18%	$ 1,157,760
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 643,200
		Impact Fee Project Cost TOTAL:	**$ 8,233,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-5,3-2**
Name:	G A MOORE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	DALLAS NORTH TOLLWAY TO LEGACY DR			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	6,390			
Service Area(s):	1, 3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	22,010	cy	$ 8.00	$ 176,080
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	44,020	sy	$ 5.00	$ 220,100
304	10" Concrete Pavement w/ 6" Curb	39,760	sy	$ 50.00	$ 1,988,000
404	4" Topsoil	18,460	sy	$ 4.50	$ 83,070
504	5" Concrete Sidewalk	127,800	sf	$ 3.75	$ 479,250
604	Moisture Conditioning	44,020	sy	$ 8.00	$ 352,160
704	Street Lighting	6,390	lf	$ 70.00	$ 447,300
				Paving Construction Cost Subtotal:	**$ 3,745,960**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 299,677
√	Traffic Control	Construction Phase Traffic Control	3%	$ 112,379
√	Pavement Markings/Signs		4%	$ 149,838
√	Roadway Drainage	Standard Internal System	25%	$ 936,490
√	Special Drainage Structures	Major Floodplain Crossing	$3,517,052	$ 3,517,052
√	Water	Minor Adjustments	5%	$ 187,298
√	Sewer	Minor Adjustments	2%	$ 74,919
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 224,758
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 5,502,411**

Paving and Allowance Subtotal:		**$ 9,248,371**
Construction Contingency:	15%	$ 1,387,256
Construction Cost TOTAL:		**$ 10,636,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 10,636,000**
Engineering/Survey/Testing:		18%	$ 1,914,480
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 1,063,600
		Impact Fee Project Cost TOTAL:	**$ 13,614,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-3
Name:	G A MOORE PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	LEGACY DR TO CELINA PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	4,805		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	16,551	cy	$ 8.00	$ 132,404
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	33,101	sy	$ 5.00	$ 165,506
304	10" Concrete Pavement w/ 6" Curb	29,898	sy	$ 50.00	$ 1,494,889
404	4" Topsoil	13,881	sy	$ 4.50	$ 62,465
504	5" Concrete Sidewalk	96,100	sf	$ 3.75	$ 360,375
604	Moisture Conditioning	33,101	sy	$ 8.00	$ 264,809
704	Street Lighting	4,805	lf	$ 70.00	$ 336,350
				Paving Construction Cost Subtotal:	**$ 2,816,798**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 225,344
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 112,672
√	Roadway Drainage	Standard Internal System	25%	$ 704,199
√	Special Drainage Structures	Major Floodplain Crossing	$1,835,092	$ 1,835,092
√	Water	Minor Adjustments	5%	$ 140,840
√	Sewer	Minor Adjustments	2%	$ 56,336
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 169,008
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 3,243,491**

Paving and Allowance Subtotal:		**$ 6,060,289**
Construction Contingency:	15%	$ 909,043
Construction Cost TOTAL:		**$ 6,970,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 6,970,000**
Engineering/Survey/Testing:		18%	$ 1,254,600
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 1,394,000
		Impact Fee Project Cost TOTAL:	**$ 9,619,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**3-4**
Name:	O'BRIEN DR	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	DALLAS NORTH TOLLWAY TO 1094 FT WEST OF LEGACY DR		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	4,120		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	14,191	cy	$ 8.00	$ 113,529
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	28,382	sy	$ 5.00	$ 141,911
302	10" Concrete Pavement w/ 6" Curb	25,636	sy	$ 50.00	$ 1,281,778
402	4" Topsoil	11,902	sy	$ 4.50	$ 53,560
502	5" Concrete Sidewalk	82,400	sf	$ 3.75	$ 309,000
602	Moisture Conditioning	28,382	sy	$ 8.00	$ 227,058
702	Street Lighting	4,120	lf	$ 70.00	$ 288,400
				Paving Construction Cost Subtotal:	**$ 2,415,236**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 193,219
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 96,609
√	Roadway Drainage	Standard Internal System	25%	$ 603,809
√	Special Drainage Structures	Major Floodplain Crossing	$973,336	$ 973,336
√	Water	Minor Adjustments	5%	$ 120,762
√	Sewer	Minor Adjustments	2%	$ 48,305
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 144,914
	Other:		-	$ -
			Allowance Subtotal:	**$ 2,180,954**

Paving and Allowance Subtotal:		**$ 4,596,189**
Construction Contingency:	15%	$ 689,428
Construction Cost TOTAL:		**$ 5,286,000**

**Allowances based on % of Paving Construction Cost Subtotal

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 5,286,000**
Engineering/Survey/Testing:		18%	$ 951,480
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 1,057,200
		Impact Fee Project Cost TOTAL:	**$ 7,295,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-5**
Name:	O'BRIEN DR	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	LEGACY DR TO 2463 FT EAST OF LEGACY DR			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	2,585			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	3,830	cy	$ 8.00	$ 30,637
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	11,489	sy	$ 5.00	$ 57,444
301	9" Concrete Pavement w/ 6" Curb	7,755	sy	$ 40.00	$ 310,200
401	4" Topsoil	4,308	sy	$ 4.50	$ 19,388
501	5" Concrete Sidewalk	41,360	sf	$ 3.75	$ 155,100
601	Moisture Conditioning	11,489	sy	$ 8.00	$ 91,911
701	Street Lighting	2,585	lf	$ 70.00	$ 180,950
				Paving Construction Cost Subtotal:	**$ 845,630**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 67,650
√	Traffic Control	Construction Phase Traffic Control	3%	$ 25,369
√	Pavement Markings/Signs		4%	$ 33,825
√	Roadway Drainage	Standard Internal System	25%	$ 211,408
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 42,282
√	Sewer	Minor Adjustments	2%	$ 16,913
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 50,738
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 448,184**

Paving and Allowance Subtotal:		**$ 1,293,814**
Construction Contingency:	15%	$ 194,072
Construction Cost TOTAL:		**$ 1,488,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,488,000**
Engineering/Survey/Testing:		18%	$ 267,840
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 148,800
		Impact Fee Project Cost TOTAL:	**$ 1,905,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-6**
Name:	O'BRIEN DR	**This project consists of the construction of a new two-lane undivided collector.**		
Limits:	FM 455 TO CELINA PKWY			
Impact Fee Class:	C2U			
Existing Lanes:	XX			
Length (lf):	2,955			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	4,378	cy	$ 8.00	$ 35,022
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	13,133	sy	$ 5.00	$ 65,667
301	9" Concrete Pavement w/ 6" Curb	8,865	sy	$ 40.00	$ 354,600
401	4" Topsoil	4,925	sy	$ 4.50	$ 22,163
501	5" Concrete Sidewalk	47,280	sf	$ 3.75	$ 177,300
601	Moisture Conditioning	13,133	sy	$ 8.00	$ 105,067
701	Street Lighting	2,955	lf	$ 70.00	$ 206,850
				Paving Construction Cost Subtotal:	**$ 966,668**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 77,333
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 38,667
√	Roadway Drainage	Standard Internal System	25%	$ 241,667
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 48,333
√	Sewer	Minor Adjustments	2%	$ 19,333
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 58,000
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 483,334**

Paving and Allowance Subtotal:		**$ 1,450,002**
Construction Contingency:	15%	$ 217,500
Construction Cost TOTAL:		**$ 1,668,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,668,000**
Engineering/Survey/Testing:		18%	$ 300,240
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 333,600
		Impact Fee Project Cost TOTAL:	**$ 2,302,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-7
Name:	CR 994	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	COX LN TO 1281 FT EAST OF COX LN		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	1,265		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,874	cy	$ 8.00	$ 14,993
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	5,622	sy	$ 5.00	$ 28,111
301	9" Concrete Pavement w/ 6" Curb	3,795	sy	$ 40.00	$ 151,800
401	4" Topsoil	2,108	sy	$ 4.50	$ 9,488
501	5" Concrete Sidewalk	20,240	sf	$ 3.75	$ 75,900
601	Moisture Conditioning	5,622	sy	$ 8.00	$ 44,978
701	Street Lighting	1,265	lf	$ 70.00	$ 88,550
				Paving Construction Cost Subtotal:	**$ 413,819**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 33,106
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 16,553
√	Roadway Drainage	Standard Internal System	25%	$ 103,455
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 20,691
√	Sewer	Minor Adjustments	2%	$ 8,276
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 24,829
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 706,909**

Paving and Allowance Subtotal:		**$ 1,120,728**
Construction Contingency:	15%	$ 168,109
Construction Cost TOTAL:		**$ 1,289,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,289,000**
Engineering/Survey/Testing:		18%	$ 232,020
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 257,800
		Impact Fee Project Cost TOTAL:	**$ 1,779,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-8
Name:	CR 994	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**	
Limits:	1566 FT EAST OF COX LN TO 1606 FT EAST OF COX LN		
Impact Fee Class:	C2U		
Existing Lanes:	2UD-G		
Length (lf):	790		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,170	cy	$ 8.00	$ 9,363
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	3,511	sy	$ 5.00	$ 17,556
301	9" Concrete Pavement w/ 6" Curb	2,370	sy	$ 40.00	$ 94,800
401	4" Topsoil	1,317	sy	$ 4.50	$ 5,925
501	5" Concrete Sidewalk	12,640	sf	$ 3.75	$ 47,400
601	Moisture Conditioning	3,511	sy	$ 8.00	$ 28,089
701	Street Lighting	790	lf	$ 70.00	$ 55,300
				Paving Construction Cost Subtotal:	**$ 258,432**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 20,675
√	Traffic Control	Construction Phase Traffic Control	3%	$ 7,753
√	Pavement Markings/Signs		4%	$ 10,337
√	Roadway Drainage	Standard Internal System	25%	$ 64,608
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 12,922
√	Sewer	Minor Adjustments	2%	$ 5,169
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 15,506
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 136,969**

Paving and Allowance Subtotal:		**$ 395,402**
Construction Contingency:	15%	$ 59,310
Construction Cost TOTAL:		**$ 455,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 455,000**
Engineering/Survey/Testing:		18%	$ 81,900
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 45,500
		Impact Fee Project Cost TOTAL:	**$ 582,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-9**
Name:	J FRED SMITH PWKY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	DALLAS NORTH TOLLWAY TO LEGACY DR			
Impact Fee Class:	P6D			
Existing Lanes:	2UD-G			
Length (lf):	4,380			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	15,087	cy	$ 8.00	$ 120,693
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	30,173	sy	$ 5.00	$ 150,867
304	10" Concrete Pavement w/ 6" Curb	27,253	sy	$ 50.00	$ 1,362,667
404	4" Topsoil	12,653	sy	$ 4.50	$ 56,940
504	5" Concrete Sidewalk	87,600	sf	$ 3.75	$ 328,500
604	Moisture Conditioning	30,173	sy	$ 8.00	$ 241,387
704	Street Lighting	4,380	lf	$ 70.00	$ 306,600
				Paving Construction Cost Subtotal:	**$ 2,567,653**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 205,412
√	Traffic Control	Construction Phase Traffic Control	3%	$ 77,030
√	Pavement Markings/Signs		4%	$ 102,706
√	Roadway Drainage	Standard Internal System	25%	$ 641,913
√	Special Drainage Structures	Minor Stream Crossing(s)	$250,000	$ 250,000
√	Water	Minor Adjustments	5%	$ 128,383
√	Sewer	Minor Adjustments	2%	$ 51,353
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 154,059
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,610,856**

Paving and Allowance Subtotal:		**$ 4,178,510**
Construction Contingency:	15%	$ 626,776
Construction Cost TOTAL:		**$ 4,806,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,806,000**
Engineering/Survey/Testing:		18%	$ 865,080
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 480,600
		Impact Fee Project Cost TOTAL:	**$ 6,152,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-10**
Name:	J FRED SMITH PWKY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	LEGACY DR TO FM 455			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	3,590			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	12,366	cy	$ 8.00	$ 98,924
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	24,731	sy	$ 5.00	$ 123,656
304	10" Concrete Pavement w/ 6" Curb	22,338	sy	$ 50.00	$ 1,116,889
404	4" Topsoil	10,371	sy	$ 4.50	$ 46,670
504	5" Concrete Sidewalk	71,800	sf	$ 3.75	$ 269,250
604	Moisture Conditioning	24,731	sy	$ 8.00	$ 197,849
704	Street Lighting	3,590	lf	$ 70.00	$ 251,300
				Paving Construction Cost Subtotal:	**$ 2,104,538**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 168,363
√	Traffic Control	Construction Phase Traffic Control	3%	$ 63,136
√	Pavement Markings/Signs		4%	$ 84,182
√	Roadway Drainage	Standard Internal System	25%	$ 526,134
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 105,227
√	Sewer	Minor Adjustments	2%	$ 42,091
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 126,272
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,615,405**

Paving and Allowance Subtotal:		**$ 3,719,943**
Construction Contingency:	15%	$ 557,991
Construction Cost TOTAL:		**$ 4,278,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,278,000**
Engineering/Survey/Testing:		18%	$ 770,040
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 427,800
		Impact Fee Project Cost TOTAL:	**$ 5,476,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-11**
Name:	J FRED SMITH PWKY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	FM 455 TO 576 FT EAST OF FM 455			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	580			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	1,998	cy	$ 8.00	$ 15,982
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	3,996	sy	$ 5.00	$ 19,978
304	10" Concrete Pavement w/ 6" Curb	3,609	sy	$ 50.00	$ 180,444
404	4" Topsoil	1,676	sy	$ 4.50	$ 7,540
504	5" Concrete Sidewalk	11,600	sf	$ 3.75	$ 43,500
604	Moisture Conditioning	3,996	sy	$ 8.00	$ 31,964
704	Street Lighting	580	lf	$ 70.00	$ 40,600
				Paving Construction Cost Subtotal:	**$ 340,009**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 27,201
√	Traffic Control	Construction Phase Traffic Control	3%	$ 10,200
√	Pavement Markings/Signs		4%	$ 13,600
√	Roadway Drainage	Standard Internal System	25%	$ 85,002
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 17,000
√	Sewer	Minor Adjustments	2%	$ 6,800
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 20,401
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 180,205**

Paving and Allowance Subtotal:		**$ 520,214**
Construction Contingency:	15%	$ 78,032
Construction Cost TOTAL:		**$ 599,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 599,000**
Engineering/Survey/Testing:		18%	$ 107,820
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 59,900
		Impact Fee Project Cost TOTAL:	**$ 767,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-12
Name:	J FRED SMITH PWKY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	576 FT EAST OF FM 455 TO CELINA PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	2,535		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	8,732	cy	$ 8.00	$ 69,853
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	17,463	sy	$ 5.00	$ 87,317
304	10" Concrete Pavement w/ 6" Curb	15,773	sy	$ 50.00	$ 788,667
404	4" Topsoil	7,323	sy	$ 4.50	$ 32,955
504	5" Concrete Sidewalk	50,700	sf	$ 3.75	$ 190,125
604	Moisture Conditioning	17,463	sy	$ 8.00	$ 139,707
704	Street Lighting	2,535	lf	$ 70.00	$ 177,450
				Paving Construction Cost Subtotal:	**$ 1,486,073**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 118,886
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 59,443
√	Roadway Drainage	Standard Internal System	25%	$ 371,518
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 74,304
√	Sewer	Minor Adjustments	2%	$ 29,721
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 89,164
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 743,037**
			Paving and Allowance Subtotal:	**$ 2,229,110**
			Construction Contingency: 15%	$ 334,367
			Construction Cost TOTAL:	**$ 2,564,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,564,000**
Engineering/Survey/Testing:		18%	$ 461,520
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 512,800
		Impact Fee Project Cost TOTAL:	**$ 3,538,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-13**
Name:	J FRED SMITH PWKY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	CELINA PKWY TO COX LN			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	1,425			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,908	cy	$ 8.00	$ 39,267
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	9,817	sy	$ 5.00	$ 49,083
304	10" Concrete Pavement w/ 6" Curb	8,867	sy	$ 50.00	$ 443,333
404	4" Topsoil	4,117	sy	$ 4.50	$ 18,525
504	5" Concrete Sidewalk	28,500	sf	$ 3.75	$ 106,875
604	Moisture Conditioning	9,817	sy	$ 8.00	$ 78,533
704	Street Lighting	1,425	lf	$ 70.00	$ 99,750
				Paving Construction Cost Subtotal:	**$ 835,367**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 66,829
√	Traffic Control	Construction Phase Traffic Control	3%	$ 25,061
√	Pavement Markings/Signs		4%	$ 33,415
√	Roadway Drainage	Standard Internal System	25%	$ 208,842
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 41,768
√	Sewer	Minor Adjustments	2%	$ 16,707
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 50,122
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 442,744**

Paving and Allowance Subtotal:		**$ 1,278,111**
Construction Contingency:	15%	$ 191,717
Construction Cost TOTAL:		**$ 1,470,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,470,000**
Engineering/Survey/Testing:		18%	$ 264,600
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 147,000
		Impact Fee Project Cost TOTAL:	**$ 1,882,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-14
Name:	J FRED SMITH PWKY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	COX LN TO 1209 FT EAST OF COX LN		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,215		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,185	cy	$ 8.00	$ 33,480
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	8,370	sy	$ 5.00	$ 41,850
304	10" Concrete Pavement w/ 6" Curb	7,560	sy	$ 50.00	$ 378,000
404	4" Topsoil	3,510	sy	$ 4.50	$ 15,795
504	5" Concrete Sidewalk	24,300	sf	$ 3.75	$ 91,125
604	Moisture Conditioning	8,370	sy	$ 8.00	$ 66,960
704	Street Lighting	1,215	lf	$ 70.00	$ 85,050
				Paving Construction Cost Subtotal:	**$ 712,260**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 56,981
√	Traffic Control	Construction Phase Traffic Control	3%	$ 21,368
√	Pavement Markings/Signs		4%	$ 28,490
√	Roadway Drainage	Standard Internal System	25%	$ 178,065
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 35,613
√	Sewer	Minor Adjustments	2%	$ 14,245
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 42,736
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 877,498**

Paving and Allowance Subtotal:		**$ 1,589,758**
Construction Contingency:	15%	$ 238,464
Construction Cost TOTAL:		**$ 1,829,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,829,000**
Engineering/Survey/Testing:		18%	$ 329,220
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 182,900
		Impact Fee Project Cost TOTAL:	**$ 2,341,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-15
Name:	J FRED SMITH PWKY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	CR 57 TO 701 FT EAST OF CR 57		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	1,375		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,736	cy	$ 8.00	$ 37,889
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	9,472	sy	$ 5.00	$ 47,361
304	10" Concrete Pavement w/ 6" Curb	8,556	sy	$ 50.00	$ 427,778
404	4" Topsoil	3,972	sy	$ 4.50	$ 17,875
504	5" Concrete Sidewalk	27,500	sf	$ 3.75	$ 103,125
604	Moisture Conditioning	9,472	sy	$ 8.00	$ 75,778
704	Street Lighting	1,375	lf	$ 70.00	$ 96,250
				Paving Construction Cost Subtotal:	**$ 806,056**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 64,484
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 32,242
√	Roadway Drainage	Standard Internal System	25%	$ 201,514
√	Special Drainage Structures	Major Floodplain Crossing	$1,840,468	$ 1,840,468
√	Water	Minor Adjustments	5%	$ 40,303
√	Sewer	Minor Adjustments	2%	$ 16,121
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 48,363
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 2,243,496**

Paving and Allowance Subtotal:		**$ 3,049,551**
Construction Contingency:	15%	$ 457,433
Construction Cost TOTAL:		**$ 3,507,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,507,000**
Engineering/Survey/Testing:		18%	$ 631,260
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 701,400
		Impact Fee Project Cost TOTAL:	**$ 4,840,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-16
Name:	J FRED SMITH PWKY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	LOUISIANA DR TO 1432 FT WEST OF PRESTON RD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	2,060		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	7,096	cy	$ 8.00	$ 56,764
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	14,191	sy	$ 5.00	$ 70,956
304	10" Concrete Pavement w/ 6" Curb	12,818	sy	$ 50.00	$ 640,889
404	4" Topsoil	5,951	sy	$ 4.50	$ 26,780
504	5" Concrete Sidewalk	41,200	sf	$ 3.75	$ 154,500
604	Moisture Conditioning	14,191	sy	$ 8.00	$ 113,529
704	Street Lighting	2,060	lf	$ 70.00	$ 144,200
				Paving Construction Cost Subtotal:	**$ 1,207,618**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 96,609
√	Traffic Control	Construction Phase Traffic Control	3%	$ 36,229
√	Pavement Markings/Signs		4%	$ 48,305
√	Roadway Drainage	Standard Internal System	25%	$ 301,904
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 60,381
√	Sewer	Minor Adjustments	2%	$ 24,152
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 72,457
√	Other:	At-Grade Railroad Crossing	-	$ 500,000
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,140,037**

Paving and Allowance Subtotal:		**$ 2,347,655**
Construction Contingency:	15%	$ 352,148
Construction Cost TOTAL:		**$ 2,700,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,700,000**
Engineering/Survey/Testing:		18%	$ 486,000
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 270,000
		Impact Fee Project Cost TOTAL:	**$ 3,456,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-17
Name:	LYNN STAMBAUGH	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	MALONE ST TO PRESTON RD		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	3,010		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	10,368	cy	$ 8.00	$ 82,942
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	20,736	sy	$ 5.00	$ 103,678
302	10" Concrete Pavement w/ 6" Curb	18,729	sy	$ 50.00	$ 936,444
402	4" Topsoil	8,696	sy	$ 4.50	$ 39,130
502	5" Concrete Sidewalk	60,200	sf	$ 3.75	$ 225,750
602	Moisture Conditioning	20,736	sy	$ 8.00	$ 165,884
702	Street Lighting	3,010	lf	$ 70.00	$ 210,700
				Paving Construction Cost Subtotal:	**$ 1,764,529**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 141,162
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 70,581
√	Roadway Drainage	Standard Internal System	25%	$ 441,132
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 88,226
√	Sewer	Minor Adjustments	2%	$ 35,291
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 105,872
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 882,264**

Paving and Allowance Subtotal:		**$ 2,646,793**
Construction Contingency:	15%	$ 397,019
Construction Cost TOTAL:		**$ 3,044,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,044,000**
Engineering/Survey/Testing:		18%	$ 547,920
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 608,800
		Impact Fee Project Cost TOTAL:	**$ 4,201,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**3-18**
Name:	WALNUT ST	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**	
Limits:	1850 WEST OF CELINA PKWY TO CELINA PKWY		
Impact Fee Class:	M4D		
Existing Lanes:	2UD		
Length (lf):	1,850		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	6,372	cy	$ 8.00	$ 50,978
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	12,744	sy	$ 5.00	$ 63,722
302	10" Concrete Pavement w/ 6" Curb	11,511	sy	$ 50.00	$ 575,556
402	4" Topsoil	5,344	sy	$ 4.50	$ 24,050
502	5" Concrete Sidewalk	37,000	sf	$ 3.75	$ 138,750
602	Moisture Conditioning	12,744	sy	$ 8.00	$ 101,956
702	Street Lighting	1,850	lf	$ 70.00	$ 129,500
				Paving Construction Cost Subtotal:	**$ 1,084,511**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 86,761
√	Traffic Control	Construction Phase Traffic Control	3%	$ 32,535
√	Pavement Markings/Signs		4%	$ 43,380
√	Roadway Drainage	Standard Internal System	25%	$ 271,128
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 54,226
√	Sewer	Minor Adjustments	2%	$ 21,690
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 65,071
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 574,791**

Paving and Allowance Subtotal:		**$ 1,659,302**
Construction Contingency:	15%	$ 248,895
Construction Cost TOTAL:		**$ 1,909,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,909,000**
Engineering/Survey/Testing:		18%	$ 343,620
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 190,900
		Impact Fee Project Cost TOTAL:	**$ 2,444,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-19**
Name:	WALNUT ST	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	CELINA PKWY TO FLORIDA			
Impact Fee Class:	M4D			
Existing Lanes:	2UD			
Length (lf):	2,640			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	9,093	cy	$ 8.00	$ 72,747
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,187	sy	$ 5.00	$ 90,933
302	10" Concrete Pavement w/ 6" Curb	16,427	sy	$ 50.00	$ 821,333
402	4" Topsoil	7,627	sy	$ 4.50	$ 34,320
502	5" Concrete Sidewalk	52,800	sf	$ 3.75	$ 198,000
602	Moisture Conditioning	18,187	sy	$ 8.00	$ 145,493
702	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 1,547,627**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 123,810
√	Traffic Control	Construction Phase Traffic Control	3%	$ 46,429
√	Pavement Markings/Signs		4%	$ 61,905
√	Roadway Drainage	Standard Internal System	25%	$ 386,907
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 77,381
√	Sewer	Minor Adjustments	2%	$ 30,953
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 92,858
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 820,242**

Paving and Allowance Subtotal:		**$ 2,367,869**
Construction Contingency:	15%	$ 355,180
Construction Cost TOTAL:		**$ 2,724,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,724,000**
Engineering/Survey/Testing:		18%	$ 490,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 272,400
		Impact Fee Project Cost TOTAL:	**$ 3,487,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**3-20**
Name:	MOBBERLY RD		
Limits:	DALLAS NORTH TOLLWAY TO 1000 FT EAST OF DALLAS NORTH TOLLWAY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,055		
Service Area(s):	3		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,634	cy	$ 8.00	$ 29,071
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	7,268	sy	$ 5.00	$ 36,339
304	10" Concrete Pavement w/ 6" Curb	6,564	sy	$ 50.00	$ 328,222
404	4" Topsoil	3,048	sy	$ 4.50	$ 13,715
504	5" Concrete Sidewalk	21,100	sf	$ 3.75	$ 79,125
604	Moisture Conditioning	7,268	sy	$ 8.00	$ 58,142
704	Street Lighting	1,055	lf	$ 70.00	$ 73,850
				Paving Construction Cost Subtotal:	**$ 618,464**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 49,477
√	Traffic Control	Construction Phase Traffic Control	3%	$ 18,554
√	Pavement Markings/Signs		4%	$ 24,739
√	Roadway Drainage	Standard Internal System	25%	$ 154,616
√	Special Drainage Structures	Major Floodplain Crossing	$1,350,076	$ 1,350,076
√	Water	Minor Adjustments	5%	$ 30,923
√	Sewer	Minor Adjustments	2%	$ 12,369
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 37,108
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,677,862**

Paving and Allowance Subtotal:		**$ 2,296,327**
Construction Contingency:	15%	$ 344,449
Construction Cost TOTAL:		**$ 2,641,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,641,000**
Engineering/Survey/Testing:		18%	$ 475,380
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 264,100
		Impact Fee Project Cost TOTAL:	**$ 3,380,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-21
Name:	MOBBERLY CONNECTOR	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	2529 FT SOUTH OF MOBBERLY RD TO CELINA PKWY		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	4,225		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	14,553	cy	$ 8.00	$ 116,422
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	29,106	sy	$ 5.00	$ 145,528
302	10" Concrete Pavement w/ 6" Curb	26,289	sy	$ 50.00	$ 1,314,444
402	4" Topsoil	12,206	sy	$ 4.50	$ 54,925
502	5" Concrete Sidewalk	84,500	sf	$ 3.75	$ 316,875
602	Moisture Conditioning	29,106	sy	$ 8.00	$ 232,844
702	Street Lighting	4,225	lf	$ 70.00	$ 295,750
				Paving Construction Cost Subtotal:	**$ 2,476,789**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 198,143
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 99,072
√	Roadway Drainage	Standard Internal System	25%	$ 619,197
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 123,839
√	Sewer	Minor Adjustments	2%	$ 49,536
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 148,607
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,238,394**
			Paving and Allowance Subtotal:	**$ 3,715,183**
			Construction Contingency: 15%	$ 557,278
			Construction Cost TOTAL:	**$ 4,273,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,273,000**
Engineering/Survey/Testing:		18%	$ 769,140
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 854,600
		Impact Fee Project Cost TOTAL:	**$ 5,897,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-22**
Name:	SUNSET BLVD	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	CELINA PKWY TO S UTAH DR			
Impact Fee Class:	M4D			
Existing Lanes:	2UD			
Length (lf):	2,375			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	8,181	cy	$ 8.00	$ 65,444
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	16,361	sy	$ 5.00	$ 81,806
302	10" Concrete Pavement w/ 6" Curb	14,778	sy	$ 50.00	$ 738,889
402	4" Topsoil	6,861	sy	$ 4.50	$ 30,875
502	5" Concrete Sidewalk	47,500	sf	$ 3.75	$ 178,125
602	Moisture Conditioning	16,361	sy	$ 8.00	$ 130,889
702	Street Lighting	2,375	lf	$ 70.00	$ 166,250
				Paving Construction Cost Subtotal:	**$ 1,392,278**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 111,382
√	Traffic Control	Construction Phase Traffic Control	3%	$ 41,768
√	Pavement Markings/Signs		4%	$ 55,691
√	Roadway Drainage	Standard Internal System	25%	$ 348,069
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 69,614
√	Sewer	Minor Adjustments	2%	$ 27,846
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 83,537
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 737,907**

Paving and Allowance Subtotal:		**$ 2,130,185**
Construction Contingency:	15%	$ 319,528
Construction Cost TOTAL:		**$ 2,450,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,450,000**
Engineering/Survey/Testing:		18%	$ 441,000
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 245,000
		Impact Fee Project Cost TOTAL:	**$ 3,136,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-23**
Name:	SUNSET BLVD	**This project consists of the construction of a new four-lane divided minor arterial.**		
Limits:	S UTAH DR TO BNSF RAILWAY			
Impact Fee Class:	M4D			
Existing Lanes:	XX			
Length (lf):	2,060			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	7,096	cy	$ 8.00	$ 56,764
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	14,191	sy	$ 5.00	$ 70,956
302	10" Concrete Pavement w/ 6" Curb	12,818	sy	$ 50.00	$ 640,889
402	4" Topsoil	5,951	sy	$ 4.50	$ 26,780
502	5" Concrete Sidewalk	41,200	sf	$ 3.75	$ 154,500
602	Moisture Conditioning	14,191	sy	$ 8.00	$ 113,529
702	Street Lighting	2,060	lf	$ 70.00	$ 144,200
				Paving Construction Cost Subtotal:	**$ 1,207,618**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 96,609
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 48,305
√	Roadway Drainage	Standard Internal System	25%	$ 301,904
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 60,381
√	Sewer	Minor Adjustments	2%	$ 24,152
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 72,457
√	Other:	At-Grade Railroad Crossing	-	$ 500,000
			Allowance Subtotal:	**$ 1,103,809**

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		**$ 2,311,427**
Construction Contingency:	15%	$ 346,714
Construction Cost TOTAL:		**$ 2,659,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,659,000**
Engineering/Survey/Testing:		18%	$ 478,620
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 531,800
		Impact Fee Project Cost TOTAL:	**$ 3,669,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-24
Name:	SUNSET BLVD	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	BNSF RAILWAY TO PRESTON RD		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	2,110		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	7,268	cy	$ 8.00	$ 58,142
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	14,536	sy	$ 5.00	$ 72,678
302	10" Concrete Pavement w/ 6" Curb	13,129	sy	$ 50.00	$ 656,444
402	4" Topsoil	6,096	sy	$ 4.50	$ 27,430
502	5" Concrete Sidewalk	42,200	sf	$ 3.75	$ 158,250
602	Moisture Conditioning	14,536	sy	$ 8.00	$ 116,284
702	Street Lighting	2,110	lf	$ 70.00	$ 147,700
				Paving Construction Cost Subtotal:	**$ 1,236,929**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 98,954
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 49,477
√	Roadway Drainage	Standard Internal System	25%	$ 309,232
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 61,846
√	Sewer	Minor Adjustments	2%	$ 24,739
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 74,216
√	Other:	At-Grade Railroad Crossing	-	$ 500,000
			Allowance Subtotal:	**$ 1,618,464**

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		**$ 2,855,393**
Construction Contingency:	15%	$ 428,309
Construction Cost TOTAL:		**$ 3,284,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,284,000**
Engineering/Survey/Testing:		18%	$ 591,120
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 656,800
		Impact Fee Project Cost TOTAL:	**$ 4,532,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-25,6-1**
Name:	FM 428	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	LEGACY DR TO DENTON COUNTY LINE			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	2,745			
Service Area(s):	3, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,455	cy	$ 8.00	$ 75,640
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,910	sy	$ 5.00	$ 94,550
304	10" Concrete Pavement w/ 6" Curb	17,080	sy	$ 50.00	$ 854,000
404	4" Topsoil	7,930	sy	$ 4.50	$ 35,685
504	5" Concrete Sidewalk	54,900	sf	$ 3.75	$ 205,875
604	Moisture Conditioning	18,910	sy	$ 8.00	$ 151,280
704	Street Lighting	2,745	lf	$ 70.00	$ 192,150
				Paving Construction Cost Subtotal:	**$ 1,609,180**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 128,734
√	Traffic Control	Construction Phase Traffic Control	3%	$ 48,275
√	Pavement Markings/Signs		4%	$ 64,367
√	Roadway Drainage	Standard Internal System	25%	$ 402,295
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 80,459
√	Sewer	Minor Adjustments	2%	$ 32,184
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 96,551
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 852,865**

Paving and Allowance Subtotal:		**$ 2,462,045**
Construction Contingency:	15%	$ 369,307
Construction Cost TOTAL:		**$ 2,832,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,832,000**
Engineering/Survey/Testing:		18%	$ 509,760
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 283,200
		Impact Fee Project Cost TOTAL:	**$ 3,625,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-26,6-2**
Name:	FM 428	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	LEGACY DR TO DALLAS NORTH TOLLWAY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	4,435			
Service Area(s):	3, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	15,276	cy	$ 8.00	$ 122,209
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	30,552	sy	$ 5.00	$ 152,761
304	10" Concrete Pavement w/ 6" Curb	27,596	sy	$ 50.00	$ 1,379,778
404	4" Topsoil	12,812	sy	$ 4.50	$ 57,655
504	5" Concrete Sidewalk	88,700	sf	$ 3.75	$ 332,625
604	Moisture Conditioning	30,552	sy	$ 8.00	$ 244,418
704	Street Lighting	4,435	lf	$ 70.00	$ 310,450
				Paving Construction Cost Subtotal:	**$ 2,599,896**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 207,992
√	Traffic Control	Construction Phase Traffic Control	3%	$ 77,997
√	Pavement Markings/Signs		4%	$ 103,996
√	Roadway Drainage	Standard Internal System	25%	$ 649,974
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 129,995
√	Sewer	Minor Adjustments	2%	$ 51,998
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 155,994
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,377,945**

Paving and Allowance Subtotal:		**$ 3,977,840**
Construction Contingency:	15%	$ 596,676
Construction Cost TOTAL:		**$ 4,575,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,575,000**
Engineering/Survey/Testing:		18%	$ 823,500
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 457,500
		Impact Fee Project Cost TOTAL:	**$ 5,856,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-27,6-3**
Name:	FM 428	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	DALLAS NORTH TOLLWAY TO 797 FT WEST OF CR 55			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	3,325			
Service Area(s):	3, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	11,453	cy	$ 8.00	$ 91,622
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	22,906	sy	$ 5.00	$ 114,528
304	10" Concrete Pavement w/ 6" Curb	20,689	sy	$ 50.00	$ 1,034,444
404	4" Topsoil	9,606	sy	$ 4.50	$ 43,225
504	5" Concrete Sidewalk	66,500	sf	$ 3.75	$ 249,375
604	Moisture Conditioning	22,906	sy	$ 8.00	$ 183,244
704	Street Lighting	3,325	lf	$ 70.00	$ 232,750
				Paving Construction Cost Subtotal:	**$ 1,949,189**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 155,935
√	Traffic Control	Construction Phase Traffic Control	3%	$ 58,476
√	Pavement Markings/Signs		4%	$ 77,968
√	Roadway Drainage	Standard Internal System	25%	$ 487,297
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 97,459
√	Sewer	Minor Adjustments	2%	$ 38,984
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 116,951
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,033,070**

Paving and Allowance Subtotal:		**$ 2,982,259**
Construction Contingency:	15%	$ 447,339
Construction Cost TOTAL:		**$ 3,430,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,430,000**
Engineering/Survey/Testing:		18%	$ 617,400
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 343,000
		Impact Fee Project Cost TOTAL:	**$ 4,390,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-28,6-4**
Name:	GLENDENNING PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	CELINA PKWY TO GLENDENNING PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	XX			
Length (lf):	1,110			
Service Area(s):	3, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,823	cy	$ 8.00	$ 30,587
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	7,647	sy	$ 5.00	$ 38,233
304	10" Concrete Pavement w/ 6" Curb	6,907	sy	$ 50.00	$ 345,333
404	4" Topsoil	3,207	sy	$ 4.50	$ 14,430
504	5" Concrete Sidewalk	22,200	sf	$ 3.75	$ 83,250
604	Moisture Conditioning	7,647	sy	$ 8.00	$ 61,173
704	Street Lighting	1,110	lf	$ 70.00	$ 77,700
				Paving Construction Cost Subtotal:	**$ 650,707**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 52,057
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 26,028
√	Roadway Drainage	Standard Internal System	25%	$ 162,677
√	Special Drainage Structures	Minor Stream Crossing(s)	$250,000	$ 250,000
√	Water	Minor Adjustments	5%	$ 32,535
√	Sewer	Minor Adjustments	2%	$ 13,014
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 39,042
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 575,353**

Paving and Allowance Subtotal:		**$ 1,226,060**
Construction Contingency:	15%	$ 183,909
Construction Cost TOTAL:		**$ 1,410,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,410,000**
Engineering/Survey/Testing:		18%	$ 253,800
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 282,000
		Impact Fee Project Cost TOTAL:	**$ 1,946,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-29,6-5**
Name:	GLENDENNING PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	PRESTON RD TO OLD CELINA CEMETERY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	4,595			
Service Area(s):	3, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	15,827	cy	$ 8.00	$ 126,618
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	31,654	sy	$ 5.00	$ 158,272
304	10" Concrete Pavement w/ 6" Curb	28,591	sy	$ 50.00	$ 1,429,556
404	4" Topsoil	13,274	sy	$ 4.50	$ 59,735
504	5" Concrete Sidewalk	91,900	sf	$ 3.75	$ 344,625
604	Moisture Conditioning	31,654	sy	$ 8.00	$ 253,236
704	Street Lighting	4,595	lf	$ 70.00	$ 321,650
				Paving Construction Cost Subtotal:	**$ 2,693,691**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 215,495
√	Traffic Control	Construction Phase Traffic Control	3%	$ 80,811
√	Pavement Markings/Signs		4%	$ 107,748
√	Roadway Drainage	Standard Internal System	25%	$ 673,423
√	Special Drainage Structures	Major Floodplain Crossing	$1,155,042	$ 1,155,042
√	Water	Minor Adjustments	5%	$ 134,685
√	Sewer	Minor Adjustments	2%	$ 53,874
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 161,621
√	Other:	Grade-Separated Railroad Crossing	-	$ 5,000,000
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 7,582,698**

Paving and Allowance Subtotal:		**$ 10,276,389**
Construction Contingency:	15%	$ 1,541,458
Construction Cost TOTAL:		**$ 11,818,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 11,818,000**
Engineering/Survey/Testing:		18%	$ 2,127,240
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 1,181,800
		Impact Fee Project Cost TOTAL:	**$ 15,127,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**3-30**
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	979 FT NORTH OF DALLAS NORTH TOLLWAY TO MOBBERLY RD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD-G		
Length (lf):	1,215		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,185	cy	$ 8.00	$ 33,480
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	8,370	sy	$ 5.00	$ 41,850
304	10" Concrete Pavement w/ 6" Curb	7,560	sy	$ 50.00	$ 378,000
404	4" Topsoil	3,510	sy	$ 4.50	$ 15,795
504	5" Concrete Sidewalk	24,300	sf	$ 3.75	$ 91,125
604	Moisture Conditioning	8,370	sy	$ 8.00	$ 66,960
704	Street Lighting	1,215	lf	$ 70.00	$ 85,050
				Paving Construction Cost Subtotal:	**$ 712,260**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 56,981
√	Traffic Control	Construction Phase Traffic Control	3%	$ 21,368
√	Pavement Markings/Signs		4%	$ 28,490
√	Roadway Drainage	Standard Internal System	25%	$ 178,065
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 35,613
√	Sewer	Minor Adjustments	2%	$ 14,245
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 42,736
	Other:		-	$ -
****Allowances based on % of Paving Construction Cost Subtotal**			**Allowance Subtotal:**	**$ 877,498**
			Paving and Allowance Subtotal:	**$ 1,589,758**
			Construction Contingency: 15%	$ 238,464
			Construction Cost TOTAL:	**$ 1,829,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,829,000**
Engineering/Survey/Testing:		18%	$ 329,220
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 182,900
		Impact Fee Project Cost TOTAL:	**$ 2,341,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**3-31**
Name:	LEGACY DR		
Limits:	979 FT NORTH OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY		
Impact Fee Class:	P6D	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Existing Lanes:	2UD-G		
Length (lf):	1,005		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,462	cy	$ 8.00	$ 27,693
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	6,923	sy	$ 5.00	$ 34,617
304	10" Concrete Pavement w/ 6" Curb	6,253	sy	$ 50.00	$ 312,667
404	4" Topsoil	2,903	sy	$ 4.50	$ 13,065
504	5" Concrete Sidewalk	20,100	sf	$ 3.75	$ 75,375
604	Moisture Conditioning	6,923	sy	$ 8.00	$ 55,387
704	Street Lighting	1,005	lf	$ 70.00	$ 70,350
				Paving Construction Cost Subtotal:	**$ 589,153**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 47,132
√	Traffic Control	Construction Phase Traffic Control	3%	$ 17,675
√	Pavement Markings/Signs		4%	$ 23,566
√	Roadway Drainage	Standard Internal System	25%	$ 147,288
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 29,458
√	Sewer	Minor Adjustments	2%	$ 11,783
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 35,349
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 312,251**

Paving and Allowance Subtotal:		**$ 901,405**
Construction Contingency:	15%	$ 135,211
Construction Cost TOTAL:		**$ 1,037,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,037,000**
Engineering/Survey/Testing:		18%	$ 186,660
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 103,700
		Impact Fee Project Cost TOTAL:	**$ 1,327,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-32
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	MOBBERLY RD TO GLENDENNING PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD-G		
Length (lf):	3,060		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	10,540	cy	$ 8.00	$ 84,320
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	21,080	sy	$ 5.00	$ 105,400
304	10" Concrete Pavement w/ 6" Curb	19,040	sy	$ 50.00	$ 952,000
404	4" Topsoil	8,840	sy	$ 4.50	$ 39,780
504	5" Concrete Sidewalk	61,200	sf	$ 3.75	$ 229,500
604	Moisture Conditioning	21,080	sy	$ 8.00	$ 168,640
704	Street Lighting	3,060	lf	$ 70.00	$ 214,200
				Paving Construction Cost Subtotal:	**$ 1,793,840**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 143,507
√	Traffic Control	Construction Phase Traffic Control	3%	$ 53,815
√	Pavement Markings/Signs		4%	$ 71,754
√	Roadway Drainage	Standard Internal System	25%	$ 448,460
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 89,692
√	Sewer	Minor Adjustments	2%	$ 35,877
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 107,630
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,450,735**

Paving and Allowance Subtotal:		**$ 3,244,575**
Construction Contingency:	15%	$ 486,686
Construction Cost TOTAL:		**$ 3,732,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,732,000**
Engineering/Survey/Testing:		18%	$ 671,760
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 373,200
		Impact Fee Project Cost TOTAL:	**$ 4,777,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-33
Name:	LEGACY DR	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	1498 FT SOUTH OF O'BRIEN DR TO J FRED SMITH PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	2,060		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	7,096	cy	$ 8.00	$ 56,764
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	14,191	sy	$ 5.00	$ 70,956
304	10" Concrete Pavement w/ 6" Curb	12,818	sy	$ 50.00	$ 640,889
404	4" Topsoil	5,951	sy	$ 4.50	$ 26,780
504	5" Concrete Sidewalk	41,200	sf	$ 3.75	$ 154,500
604	Moisture Conditioning	14,191	sy	$ 8.00	$ 113,529
704	Street Lighting	2,060	lf	$ 70.00	$ 144,200
				Paving Construction Cost Subtotal:	**$ 1,207,618**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 96,609
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 48,305
√	Roadway Drainage	Standard Internal System	25%	$ 301,904
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 60,381
√	Sewer	Minor Adjustments	2%	$ 24,152
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 72,457
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 603,809**

Paving and Allowance Subtotal:		**$ 1,811,427**
Construction Contingency:	15%	$ 271,714
Construction Cost TOTAL:		**$ 2,084,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,084,000**
Engineering/Survey/Testing:		18%	$ 375,120
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 416,800
		Impact Fee Project Cost TOTAL:	**$ 2,876,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-34**
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	GA MOORE PKWY TO O'BRIEN DR			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	4,435			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	15,276	cy	$ 8.00	$ 122,209
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	30,552	sy	$ 5.00	$ 152,761
304	10" Concrete Pavement w/ 6" Curb	27,596	sy	$ 50.00	$ 1,379,778
404	4" Topsoil	12,812	sy	$ 4.50	$ 57,655
504	5" Concrete Sidewalk	88,700	sf	$ 3.75	$ 332,625
604	Moisture Conditioning	30,552	sy	$ 8.00	$ 244,418
704	Street Lighting	4,435	lf	$ 70.00	$ 310,450
				Paving Construction Cost Subtotal:	**$ 2,599,896**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 207,992
√	Traffic Control	Construction Phase Traffic Control	3%	$ 77,997
√	Pavement Markings/Signs		4%	$ 103,996
√	Roadway Drainage	Standard Internal System	25%	$ 649,974
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 129,995
√	Sewer	Minor Adjustments	2%	$ 51,998
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 155,994
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,377,945**

Paving and Allowance Subtotal:		**$ 3,977,840**
Construction Contingency:	15%	$ 596,676
Construction Cost TOTAL:		**$ 4,575,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,575,000**
Engineering/Survey/Testing:		18%	$ 823,500
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 457,500
		Impact Fee Project Cost TOTAL:	**$ 5,856,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-35
Name:	FM 455	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**	
Limits:	2463 FT EAST OF LEGACY DR TO J FRED SMITH PKWY		
Impact Fee Class:	M4D		
Existing Lanes:	2UD		
Length (lf):	3,430		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	11,814	cy	$ 8.00	$ 94,516
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	23,629	sy	$ 5.00	$ 118,144
302	10" Concrete Pavement w/ 6" Curb	21,342	sy	$ 50.00	$ 1,067,111
402	4" Topsoil	9,909	sy	$ 4.50	$ 44,590
502	5" Concrete Sidewalk	68,600	sf	$ 3.75	$ 257,250
602	Moisture Conditioning	23,629	sy	$ 8.00	$ 189,031
702	Street Lighting	3,430	lf	$ 70.00	$ 240,100
				Paving Construction Cost Subtotal:	**$ 2,010,742**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 160,859
√	Traffic Control	Construction Phase Traffic Control	3%	$ 60,322
√	Pavement Markings/Signs		4%	$ 80,430
√	Roadway Drainage	Standard Internal System	25%	$ 502,686
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 100,537
√	Sewer	Minor Adjustments	2%	$ 40,215
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 120,645
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,565,693**

Paving and Allowance Subtotal:		**$ 3,576,436**
Construction Contingency:	15%	$ 536,465
Construction Cost TOTAL:		**$ 4,113,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,113,000**
Engineering/Survey/Testing:		18%	$ 740,340
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 411,300
		Impact Fee Project Cost TOTAL:	**$ 5,265,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-36
Name:	FM 455	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**	
Limits:	J FRED SMITH PKWY TO 1848 WEST OF CELINA PKWY		
Impact Fee Class:	M4D		
Existing Lanes:	2UD		
Length (lf):	5,545		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	19,099	cy	$ 8.00	$ 152,796
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	38,199	sy	$ 5.00	$ 190,994
302	10" Concrete Pavement w/ 6" Curb	34,502	sy	$ 50.00	$ 1,725,111
402	4" Topsoil	16,019	sy	$ 4.50	$ 72,085
502	5" Concrete Sidewalk	110,900	sf	$ 3.75	$ 415,875
602	Moisture Conditioning	38,199	sy	$ 8.00	$ 305,591
702	Street Lighting	5,545	lf	$ 70.00	$ 388,150
				Paving Construction Cost Subtotal:	**$ 3,250,602**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 260,048
√	Traffic Control	Construction Phase Traffic Control	3%	$ 97,518
√	Pavement Markings/Signs		4%	$ 130,024
√	Roadway Drainage	Standard Internal System	25%	$ 812,651
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 162,530
√	Sewer	Minor Adjustments	2%	$ 65,012
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 195,036
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 2,222,819**

Paving and Allowance Subtotal:		**$ 5,473,421**
Construction Contingency:	15%	$ 821,013
Construction Cost TOTAL:		**$ 6,295,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 6,295,000**
Engineering/Survey/Testing:		18%	$ 1,133,100
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 629,500
		Impact Fee Project Cost TOTAL:	**$ 8,058,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-37
Name:	CELINA PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	GA MOORE PKWY TO 1438 FT SOUTH OF LEGACY DR		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	3,750		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	12,917	cy	$ 8.00	$ 103,333
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	25,833	sy	$ 5.00	$ 129,167
304	10" Concrete Pavement w/ 6" Curb	23,333	sy	$ 50.00	$ 1,166,667
404	4" Topsoil	10,833	sy	$ 4.50	$ 48,750
504	5" Concrete Sidewalk	75,000	sf	$ 3.75	$ 281,250
604	Moisture Conditioning	25,833	sy	$ 8.00	$ 206,667
704	Street Lighting	3,750	lf	$ 70.00	$ 262,500
				Paving Construction Cost Subtotal:	**$ 2,198,333**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 175,867
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 87,933
√	Roadway Drainage	Standard Internal System	25%	$ 549,583
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 109,917
√	Sewer	Minor Adjustments	2%	$ 43,967
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 131,900
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,599,167**

Paving and Allowance Subtotal:		**$ 3,797,500**
Construction Contingency:	15%	$ 569,625
Construction Cost TOTAL:		**$ 4,368,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,368,000**
Engineering/Survey/Testing:		18%	$ 786,240
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 873,600
		Impact Fee Project Cost TOTAL:	**$ 6,028,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-38
Name:	CELINA PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	O'BRIEN DR TO 1385 FT SOUTH OF O'BRIEN DR		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	1,375		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,736	cy	$ 8.00	$ 37,889
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	9,472	sy	$ 5.00	$ 47,361
304	10" Concrete Pavement w/ 6" Curb	8,556	sy	$ 50.00	$ 427,778
404	4" Topsoil	3,972	sy	$ 4.50	$ 17,875
504	5" Concrete Sidewalk	27,500	sf	$ 3.75	$ 103,125
604	Moisture Conditioning	9,472	sy	$ 8.00	$ 75,778
704	Street Lighting	1,375	lf	$ 70.00	$ 96,250
				Paving Construction Cost Subtotal:	**$ 806,056**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 64,484
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 32,242
√	Roadway Drainage	Standard Internal System	25%	$ 201,514
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 40,303
√	Sewer	Minor Adjustments	2%	$ 16,121
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 48,363
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 403,028**

Paving and Allowance Subtotal:		**$ 1,209,083**
Construction Contingency:	15%	$ 181,363
Construction Cost TOTAL:		**$ 1,391,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,391,000**
Engineering/Survey/Testing:		18%	$ 250,380
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 278,200
		Impact Fee Project Cost TOTAL:	**$ 1,920,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**3-39**
Name:	CELINA PKWY		
Limits:	1385 FT SOUTH OF O'BRIEN DR TO 1141 FT NORTH OF J FRED SMITH PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	2,695		
Service Area(s):	3		

This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,283	cy	$ 8.00	$ 74,262
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,566	sy	$ 5.00	$ 92,828
304	10" Concrete Pavement w/ 6" Curb	16,769	sy	$ 50.00	$ 838,444
404	4" Topsoil	7,786	sy	$ 4.50	$ 35,035
504	5" Concrete Sidewalk	53,900	sf	$ 3.75	$ 202,125
604	Moisture Conditioning	18,566	sy	$ 8.00	$ 148,524
704	Street Lighting	2,695	lf	$ 70.00	$ 188,650
				Paving Construction Cost Subtotal:	**$ 1,579,869**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 126,390
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 63,195
√	Roadway Drainage	Standard Internal System	25%	$ 394,967
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 78,993
√	Sewer	Minor Adjustments	2%	$ 31,597
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 94,792
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 789,934**

Paving and Allowance Subtotal:		**$ 2,369,803**
Construction Contingency:	15%	$ 355,471
Construction Cost TOTAL:		**$ 2,726,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,726,000**
Engineering/Survey/Testing:		18%	$ 490,680
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 545,200
		Impact Fee Project Cost TOTAL:	**$ 3,762,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**3-40**
Name:	CELINA PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	4058 FT SOUTH OF O'BRIEN TO 3804 FT NORTH OF WALNUT ST		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,160		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,996	cy	$ 8.00	$ 31,964
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	7,991	sy	$ 5.00	$ 39,956
304	10" Concrete Pavement w/ 6" Curb	7,218	sy	$ 50.00	$ 360,889
404	4" Topsoil	3,351	sy	$ 4.50	$ 15,080
504	5" Concrete Sidewalk	23,200	sf	$ 3.75	$ 87,000
604	Moisture Conditioning	7,991	sy	$ 8.00	$ 63,929
704	Street Lighting	1,160	lf	$ 70.00	$ 81,200
				Paving Construction Cost Subtotal:	**$ 680,018**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 54,401
√	Traffic Control	Construction Phase Traffic Control	3%	$ 20,401
√	Pavement Markings/Signs		4%	$ 27,201
√	Roadway Drainage	Standard Internal System	25%	$ 170,004
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 34,001
√	Sewer	Minor Adjustments	2%	$ 13,600
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 40,801
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 360,409**

Paving and Allowance Subtotal:		**$ 1,040,427**
Construction Contingency:	15%	$ 156,064
Construction Cost TOTAL:		**$ 1,197,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,197,000**
Engineering/Survey/Testing:		18%	$ 215,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 119,700
		Impact Fee Project Cost TOTAL:	**$ 1,532,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-41**
Name:	CELINA PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	WALNUT ST TO SUNSET BLVD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	3,115			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	10,729	cy	$ 8.00	$ 85,836
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	21,459	sy	$ 5.00	$ 107,294
304	10" Concrete Pavement w/ 6" Curb	19,382	sy	$ 50.00	$ 969,111
404	4" Topsoil	8,999	sy	$ 4.50	$ 40,495
504	5" Concrete Sidewalk	62,300	sf	$ 3.75	$ 233,625
604	Moisture Conditioning	21,459	sy	$ 8.00	$ 171,671
704	Street Lighting	3,115	lf	$ 70.00	$ 218,050
				Paving Construction Cost Subtotal:	**$ 1,826,082**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 146,087
√	Traffic Control	Construction Phase Traffic Control	3%	$ 54,782
√	Pavement Markings/Signs		4%	$ 73,043
√	Roadway Drainage	Standard Internal System	25%	$ 456,521
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 91,304
√	Sewer	Minor Adjustments	2%	$ 36,522
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 109,565
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 967,824**

Paving and Allowance Subtotal:		**$ 2,793,906**
Construction Contingency:	15%	$ 419,086
Construction Cost TOTAL:		**$ 3,213,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,213,000**
Engineering/Survey/Testing:		18%	$ 578,340
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 321,300
		Impact Fee Project Cost TOTAL:	**$ 4,113,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-42
Name:	CELINA PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	SUNSET BLVD TO 1137 FT NORTH OF CR 1214		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	2,430		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	8,370	cy	$ 8.00	$ 66,960
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	16,740	sy	$ 5.00	$ 83,700
304	10" Concrete Pavement w/ 6" Curb	15,120	sy	$ 50.00	$ 756,000
404	4" Topsoil	7,020	sy	$ 4.50	$ 31,590
504	5" Concrete Sidewalk	48,600	sf	$ 3.75	$ 182,250
604	Moisture Conditioning	16,740	sy	$ 8.00	$ 133,920
704	Street Lighting	2,430	lf	$ 70.00	$ 170,100
				Paving Construction Cost Subtotal:	**$ 1,424,520**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 113,962
√	Traffic Control	Construction Phase Traffic Control	3%	$ 42,736
√	Pavement Markings/Signs		4%	$ 56,981
√	Roadway Drainage	Standard Internal System	25%	$ 356,130
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 71,226
√	Sewer	Minor Adjustments	2%	$ 28,490
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 85,471
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 754,996**

Paving and Allowance Subtotal:		**$ 2,179,516**
Construction Contingency:	15%	$ 326,927
Construction Cost TOTAL:		**$ 2,507,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,507,000**
Engineering/Survey/Testing:		18%	$ 451,260
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 250,700
		Impact Fee Project Cost TOTAL:	**$ 3,209,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-43**
Name:	CELINA PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	1137 FT NORTH OF CR 1214 TO CR 1214			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	1,055			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,634	cy	$ 8.00	$ 29,071
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	7,268	sy	$ 5.00	$ 36,339
304	10" Concrete Pavement w/ 6" Curb	6,564	sy	$ 50.00	$ 328,222
404	4" Topsoil	3,048	sy	$ 4.50	$ 13,715
504	5" Concrete Sidewalk	21,100	sf	$ 3.75	$ 79,125
604	Moisture Conditioning	7,268	sy	$ 8.00	$ 58,142
704	Street Lighting	1,055	lf	$ 70.00	$ 73,850
				Paving Construction Cost Subtotal:	**$ 618,464**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 49,477
√	Traffic Control	Construction Phase Traffic Control	3%	$ 18,554
√	Pavement Markings/Signs		4%	$ 24,739
√	Roadway Drainage	Standard Internal System	25%	$ 154,616
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 30,923
√	Sewer	Minor Adjustments	2%	$ 12,369
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 37,108
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 327,786**

Paving and Allowance Subtotal:		**$ 946,251**
Construction Contingency:	15%	$ 141,938
Construction Cost TOTAL:		**$ 1,089,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,089,000**
Engineering/Survey/Testing:		18%	$ 196,020
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 108,900
		Impact Fee Project Cost TOTAL:	**$ 1,394,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-44**
Name:	OKLAHOMA DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	LEGACY DR TO GA MOORE PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	4,595			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	15,827	cy	$ 8.00	$ 126,618
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	31,654	sy	$ 5.00	$ 158,272
304	10" Concrete Pavement w/ 6" Curb	28,591	sy	$ 50.00	$ 1,429,556
404	4" Topsoil	13,274	sy	$ 4.50	$ 59,735
504	5" Concrete Sidewalk	91,900	sf	$ 3.75	$ 344,625
604	Moisture Conditioning	31,654	sy	$ 8.00	$ 253,236
704	Street Lighting	4,595	lf	$ 70.00	$ 321,650
				Paving Construction Cost Subtotal:	**$ 2,693,691**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 215,495
√	Traffic Control	Construction Phase Traffic Control	3%	$ 80,811
√	Pavement Markings/Signs		4%	$ 107,748
√	Roadway Drainage	Standard Internal System	25%	$ 673,423
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 134,685
√	Sewer	Minor Adjustments	2%	$ 53,874
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 161,621
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,427,656**

Paving and Allowance Subtotal:		**$ 4,121,347**
Construction Contingency:	15%	$ 618,202
Construction Cost TOTAL:		**$ 4,740,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,740,000**
Engineering/Survey/Testing:		18%	$ 853,200
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 474,000
		Impact Fee Project Cost TOTAL:	**$ 6,067,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-45**
Name:	OKLAHOMA DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	GA MOORE PKWY TO O'BRIEN			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	2,905			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	10,006	cy	$ 8.00	$ 80,049
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	20,012	sy	$ 5.00	$ 100,061
304	10" Concrete Pavement w/ 6" Curb	18,076	sy	$ 50.00	$ 903,778
404	4" Topsoil	8,392	sy	$ 4.50	$ 37,765
504	5" Concrete Sidewalk	58,100	sf	$ 3.75	$ 217,875
604	Moisture Conditioning	20,012	sy	$ 8.00	$ 160,098
704	Street Lighting	2,905	lf	$ 70.00	$ 203,350
				Paving Construction Cost Subtotal:	**$ 1,702,976**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 136,238
√	Traffic Control	Construction Phase Traffic Control	3%	$ 51,089
√	Pavement Markings/Signs		4%	$ 68,119
√	Roadway Drainage	Standard Internal System	25%	$ 425,744
√	Special Drainage Structures	Minor Stream Crossing(s)	$250,000	$ 250,000
√	Water	Minor Adjustments	5%	$ 85,149
√	Sewer	Minor Adjustments	2%	$ 34,060
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 102,179
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,152,577**

Paving and Allowance Subtotal:		**$ 2,855,553**
Construction Contingency:	15%	$ 428,333
Construction Cost TOTAL:		**$ 3,284,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,284,000**
Engineering/Survey/Testing:		18%	$ 591,120
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 328,400
		Impact Fee Project Cost TOTAL:	**$ 4,204,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-46**
Name:	OKLAHOMA DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	CR 994 TO O'BRIEN DR			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	2,640			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,093	cy	$ 8.00	$ 72,747
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,187	sy	$ 5.00	$ 90,933
304	10" Concrete Pavement w/ 6" Curb	16,427	sy	$ 50.00	$ 821,333
404	4" Topsoil	7,627	sy	$ 4.50	$ 34,320
504	5" Concrete Sidewalk	52,800	sf	$ 3.75	$ 198,000
604	Moisture Conditioning	18,187	sy	$ 8.00	$ 145,493
704	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 1,547,627**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 123,810
√	Traffic Control	Construction Phase Traffic Control	3%	$ 46,429
√	Pavement Markings/Signs		4%	$ 61,905
√	Roadway Drainage	Standard Internal System	25%	$ 386,907
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 77,381
√	Sewer	Minor Adjustments	2%	$ 30,953
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 92,858
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 820,242**

Paving and Allowance Subtotal:		**$ 2,367,869**
Construction Contingency:	15%	$ 355,180
Construction Cost TOTAL:		**$ 2,724,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,724,000**
Engineering/Survey/Testing:		18%	$ 490,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 272,400
		Impact Fee Project Cost TOTAL:	**$ 3,487,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-47
Name:	OKLAHOMA DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	CR 994 TO 1045 FT SOUTH OF CR 994		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,055		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,634	cy	$ 8.00	$ 29,071
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	7,268	sy	$ 5.00	$ 36,339
304	10" Concrete Pavement w/ 6" Curb	6,564	sy	$ 50.00	$ 328,222
404	4" Topsoil	3,048	sy	$ 4.50	$ 13,715
504	5" Concrete Sidewalk	21,100	sf	$ 3.75	$ 79,125
604	Moisture Conditioning	7,268	sy	$ 8.00	$ 58,142
704	Street Lighting	1,055	lf	$ 70.00	$ 73,850
				Paving Construction Cost Subtotal:	**$ 618,464**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 49,477
√	Traffic Control	Construction Phase Traffic Control	3%	$ 18,554
√	Pavement Markings/Signs		4%	$ 24,739
√	Roadway Drainage	Standard Internal System	25%	$ 154,616
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 30,923
√	Sewer	Minor Adjustments	2%	$ 12,369
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 37,108
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 827,786**

Paving and Allowance Subtotal:		**$ 1,446,251**
Construction Contingency:	15%	$ 216,938
Construction Cost TOTAL:		**$ 1,664,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,664,000**
Engineering/Survey/Testing:		18%	$ 299,520
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 166,400
		Impact Fee Project Cost TOTAL:	**$ 2,130,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-48
Name:	OKLAHOMA DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1045 FT SOUTH OF CR 994 TO J FRED SMITH PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,320		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,547	cy	$ 8.00	$ 36,373
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	9,093	sy	$ 5.00	$ 45,467
304	10" Concrete Pavement w/ 6" Curb	8,213	sy	$ 50.00	$ 410,667
404	4" Topsoil	3,813	sy	$ 4.50	$ 17,160
504	5" Concrete Sidewalk	26,400	sf	$ 3.75	$ 99,000
604	Moisture Conditioning	9,093	sy	$ 8.00	$ 72,747
704	Street Lighting	1,320	lf	$ 70.00	$ 92,400
				Paving Construction Cost Subtotal:	**$ 773,813**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 61,905
√	Traffic Control	Construction Phase Traffic Control	3%	$ 23,214
√	Pavement Markings/Signs		4%	$ 30,953
√	Roadway Drainage	Standard Internal System	25%	$ 193,453
√	Special Drainage Structures	Major Floodplain Crossing	$1,588,398	$ 1,588,398
√	Water	Minor Adjustments	5%	$ 38,691
√	Sewer	Minor Adjustments	2%	$ 15,476
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 46,429
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,998,519**

Paving and Allowance Subtotal:		**$ 2,772,332**
Construction Contingency:	15%	$ 415,850
Construction Cost TOTAL:		**$ 3,189,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,189,000**
Engineering/Survey/Testing:		18%	$ 574,020
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 318,900
		Impact Fee Project Cost TOTAL:	**$ 4,082,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-49
Name:	OKLAHOMA DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	J FRED SMITH PKWY TO 258.4 FT NORTH OF POPLAR ST		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	2,695		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,283	cy	$ 8.00	$ 74,262
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,566	sy	$ 5.00	$ 92,828
304	10" Concrete Pavement w/ 6" Curb	16,769	sy	$ 50.00	$ 838,444
404	4" Topsoil	7,786	sy	$ 4.50	$ 35,035
504	5" Concrete Sidewalk	53,900	sf	$ 3.75	$ 202,125
604	Moisture Conditioning	18,566	sy	$ 8.00	$ 148,524
704	Street Lighting	2,695	lf	$ 70.00	$ 188,650
				Paving Construction Cost Subtotal:	**$ 1,579,869**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 126,390
√	Traffic Control	Construction Phase Traffic Control	3%	$ 47,396
√	Pavement Markings/Signs		4%	$ 63,195
√	Roadway Drainage	Standard Internal System	25%	$ 394,967
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 78,993
√	Sewer	Minor Adjustments	2%	$ 31,597
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 94,792
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 837,331**

Paving and Allowance Subtotal:		**$ 2,417,199**
Construction Contingency:	15%	$ 362,580
Construction Cost TOTAL:		**$ 2,780,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,780,000**
Engineering/Survey/Testing:		18%	$ 500,400
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 278,000
		Impact Fee Project Cost TOTAL:	**$ 3,558,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-50**
Name:	COX LN	**This project consists of the construction of a new two-lane undivided collector.**		
Limits:	CR 994 TO J FRED SMITH PKWY			
Impact Fee Class:	C2U			
Existing Lanes:	XX			
Length (lf):	2,535			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	3,756	cy	$ 8.00	$ 30,044
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	11,267	sy	$ 5.00	$ 56,333
301	9" Concrete Pavement w/ 6" Curb	7,605	sy	$ 40.00	$ 304,200
401	4" Topsoil	4,225	sy	$ 4.50	$ 19,013
501	5" Concrete Sidewalk	40,560	sf	$ 3.75	$ 152,100
601	Moisture Conditioning	11,267	sy	$ 8.00	$ 90,133
701	Street Lighting	2,535	lf	$ 70.00	$ 177,450
				Paving Construction Cost Subtotal:	**$ 829,274**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 66,342
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 33,171
√	Roadway Drainage	Standard Internal System	25%	$ 207,318
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 41,464
√	Sewer	Minor Adjustments	2%	$ 16,585
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 49,756
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 414,637**

Paving and Allowance Subtotal:		**$ 1,243,910**
Construction Contingency:	15%	$ 186,587
Construction Cost TOTAL:		**$ 1,431,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,431,000**
Engineering/Survey/Testing:		18%	$ 257,580
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 286,200
		Impact Fee Project Cost TOTAL:	**$ 1,975,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**3-51**
Name:	FLORIDA	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**	
Limits:	300 FT NORTH OF MULBERRY CT TO PECAN ST		
Impact Fee Class:	C2U		
Existing Lanes:	2UD		
Length (lf):	1,480		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	2,193	cy	$ 8.00	$ 17,541
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	6,578	sy	$ 5.00	$ 32,889
301	9" Concrete Pavement w/ 6" Curb	4,440	sy	$ 40.00	$ 177,600
401	4" Topsoil	2,467	sy	$ 4.50	$ 11,100
501	5" Concrete Sidewalk	23,680	sf	$ 3.75	$ 88,800
601	Moisture Conditioning	6,578	sy	$ 8.00	$ 52,622
701	Street Lighting	1,480	lf	$ 70.00	$ 103,600
				Paving Construction Cost Subtotal:	**$ 484,152**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 38,732
√	Traffic Control	Construction Phase Traffic Control	3%	$ 14,525
√	Pavement Markings/Signs		4%	$ 19,366
√	Roadway Drainage	Standard Internal System	25%	$ 121,038
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 24,208
√	Sewer	Minor Adjustments	2%	$ 9,683
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 29,049
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 256,600**
			Paving and Allowance Subtotal:	**$ 740,752**
			Construction Contingency: 15%	$ 111,113
			Construction Cost TOTAL:	**$ 852,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 852,000**
Engineering/Survey/Testing:		18%	$ 153,360
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 85,200
		Impact Fee Project Cost TOTAL:	**$ 1,091,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-52**
Name:	OKLAHOMA DR	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	ASH ST TO SUNSET BLVD			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	2,110			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	3,126	cy	$ 8.00	$ 25,007
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	9,378	sy	$ 5.00	$ 46,889
301	9" Concrete Pavement w/ 6" Curb	6,330	sy	$ 40.00	$ 253,200
401	4" Topsoil	3,517	sy	$ 4.50	$ 15,825
501	5" Concrete Sidewalk	33,760	sf	$ 3.75	$ 126,600
601	Moisture Conditioning	9,378	sy	$ 8.00	$ 75,022
701	Street Lighting	2,110	lf	$ 70.00	$ 147,700
				Paving Construction Cost Subtotal:	**$ 690,244**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 55,219
√	Traffic Control	Construction Phase Traffic Control	3%	$ 20,707
√	Pavement Markings/Signs		4%	$ 27,610
√	Roadway Drainage	Standard Internal System	25%	$ 172,561
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 34,512
√	Sewer	Minor Adjustments	2%	$ 13,805
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 41,415
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 365,829**
			Paving and Allowance Subtotal:	**$ 1,056,073**
			Construction Contingency: 15%	$ 158,411
			Construction Cost TOTAL:	**$ 1,215,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,215,000**
Engineering/Survey/Testing:		18%	$ 218,700
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 121,500
		Impact Fee Project Cost TOTAL:	**$ 1,555,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-53**
Name:	OKLAHOMA DR	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	SUNSET BLVD TO PRESTON RD			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	2,850			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	4,222	cy	$ 8.00	$ 33,778
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	12,667	sy	$ 5.00	$ 63,333
301	9" Concrete Pavement w/ 6" Curb	8,550	sy	$ 40.00	$ 342,000
401	4" Topsoil	4,750	sy	$ 4.50	$ 21,375
501	5" Concrete Sidewalk	45,600	sf	$ 3.75	$ 171,000
601	Moisture Conditioning	12,667	sy	$ 8.00	$ 101,333
701	Street Lighting	2,850	lf	$ 70.00	$ 199,500
				Paving Construction Cost Subtotal:	**$ 932,319**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 74,586
√	Traffic Control	Construction Phase Traffic Control	3%	$ 27,970
√	Pavement Markings/Signs		4%	$ 37,293
√	Roadway Drainage	Standard Internal System	25%	$ 233,080
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 46,616
√	Sewer	Minor Adjustments	2%	$ 18,646
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 55,939
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 494,129**
			Paving and Allowance Subtotal:	**$ 1,426,449**
			Construction Contingency: 15%	$ 213,967
			Construction Cost TOTAL:	**$ 1,641,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,641,000**
Engineering/Survey/Testing:		18%	$ 295,380
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 164,100
		Impact Fee Project Cost TOTAL:	**$ 2,100,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**2-15,3-54**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	LEGACY DR TO ROBINSON DR			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,060			
Service Area(s):	2, 3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	7,096	cy	$ 8.00	$ 56,764
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	14,191	sy	$ 5.00	$ 70,956
304	10" Concrete Pavement w/ 6" Curb	12,818	sy	$ 50.00	$ 640,889
404	4" Topsoil	5,951	sy	$ 4.50	$ 26,780
504	5" Concrete Sidewalk	41,200	sf	$ 3.75	$ 154,500
604	Moisture Conditioning	14,191	sy	$ 8.00	$ 113,529
704	Street Lighting	2,060	lf	$ 70.00	$ 144,200
				Paving Construction Cost Subtotal:	**$ 1,207,618**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 96,609
√	Traffic Control	Construction Phase Traffic Control	3%	$ 36,229
√	Pavement Markings/Signs		4%	$ 48,305
√	Roadway Drainage	Standard Internal System	25%	$ 301,904
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 60,381
√	Sewer	Minor Adjustments	2%	$ 24,152
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 72,457
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 640,037**

Paving and Allowance Subtotal:		**$ 1,847,655**
Construction Contingency:	15%	$ 277,148
Construction Cost TOTAL:		**$ 2,125,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,125,000**
Engineering/Survey/Testing:		18%	$ 382,500
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 212,500
		Impact Fee Project Cost TOTAL:	**$ 2,720,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-55,4-29**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	ROBINSON DR TO GA MOORE PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,585			
Service Area(s):	3, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	8,904	cy	$ 8.00	$ 71,231
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	17,808	sy	$ 5.00	$ 89,039
304	10" Concrete Pavement w/ 6" Curb	16,084	sy	$ 50.00	$ 804,222
404	4" Topsoil	7,468	sy	$ 4.50	$ 33,605
504	5" Concrete Sidewalk	51,700	sf	$ 3.75	$ 193,875
604	Moisture Conditioning	17,808	sy	$ 8.00	$ 142,462
704	Street Lighting	2,585	lf	$ 70.00	$ 180,950
				Paving Construction Cost Subtotal:	**$ 1,515,384**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 121,231
√	Traffic Control	Construction Phase Traffic Control	3%	$ 45,462
√	Pavement Markings/Signs		4%	$ 60,615
√	Roadway Drainage	Standard Internal System	25%	$ 378,846
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 75,769
√	Sewer	Minor Adjustments	2%	$ 30,308
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 90,923
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 803,154**

Paving and Allowance Subtotal:		**$ 2,318,538**
Construction Contingency:	15%	$ 347,781
Construction Cost TOTAL:		**$ 2,667,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,667,000**
Engineering/Survey/Testing:		18%	$ 480,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 266,700
		Impact Fee Project Cost TOTAL:	**$ 3,414,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-56,4-30**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	GA MOORE PKWY TO MASSEY DR			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,640			
Service Area(s):	3, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,093	cy	$ 8.00	$ 72,747
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,187	sy	$ 5.00	$ 90,933
304	10" Concrete Pavement w/ 6" Curb	16,427	sy	$ 50.00	$ 821,333
404	4" Topsoil	7,627	sy	$ 4.50	$ 34,320
504	5" Concrete Sidewalk	52,800	sf	$ 3.75	$ 198,000
604	Moisture Conditioning	18,187	sy	$ 8.00	$ 145,493
704	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 1,547,627**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 123,810
√	Traffic Control	Construction Phase Traffic Control	3%	$ 46,429
√	Pavement Markings/Signs		4%	$ 61,905
√	Roadway Drainage	Standard Internal System	25%	$ 386,907
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 77,381
√	Sewer	Minor Adjustments	2%	$ 30,953
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 92,858
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 820,242**

Paving and Allowance Subtotal:		**$ 2,367,869**
Construction Contingency:	15%	$ 355,180
Construction Cost TOTAL:		**$ 2,724,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,724,000**
Engineering/Survey/Testing:		18%	$ 490,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 272,400
		Impact Fee Project Cost TOTAL:	**$ 3,487,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-57,4-31
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	MASSEY DR TO J FRED SMITH PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	4D		
Length (lf):	5,280		
Service Area(s):	3, 4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	18,187	cy	$ 8.00	$ 145,493
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	36,373	sy	$ 5.00	$ 181,867
304	10" Concrete Pavement w/ 6" Curb	32,853	sy	$ 50.00	$ 1,642,667
404	4" Topsoil	15,253	sy	$ 4.50	$ 68,640
504	5" Concrete Sidewalk	105,600	sf	$ 3.75	$ 396,000
604	Moisture Conditioning	36,373	sy	$ 8.00	$ 290,987
704	Street Lighting	5,280	lf	$ 70.00	$ 369,600
				Paving Construction Cost Subtotal:	**$ 3,095,253**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 247,620
√	Traffic Control	Construction Phase Traffic Control	3%	$ 92,858
√	Pavement Markings/Signs		4%	$ 123,810
√	Roadway Drainage	Standard Internal System	25%	$ 773,813
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 154,763
√	Sewer	Minor Adjustments	2%	$ 61,905
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 185,715
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,640,484**
			Paving and Allowance Subtotal:	**$ 4,735,738**
			Construction Contingency: 15%	$ 710,361
			Construction Cost TOTAL:	**$ 5,447,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 5,447,000**
Engineering/Survey/Testing:		18%	$ 980,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 544,700
		Impact Fee Project Cost TOTAL:	**$ 6,972,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**3-58,4-32**
Name:	PRESTON RD		
Limits:	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	4D		
Length (lf):	2,695		
Service Area(s):	3, 4		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,283	cy	$ 8.00	$ 74,262
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,566	sy	$ 5.00	$ 92,828
304	10" Concrete Pavement w/ 6" Curb	16,769	sy	$ 50.00	$ 838,444
404	4" Topsoil	7,786	sy	$ 4.50	$ 35,035
504	5" Concrete Sidewalk	53,900	sf	$ 3.75	$ 202,125
604	Moisture Conditioning	18,566	sy	$ 8.00	$ 148,524
704	Street Lighting	2,695	lf	$ 70.00	$ 188,650
				Paving Construction Cost Subtotal:	**$ 1,579,869**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 126,390
√	Traffic Control	Construction Phase Traffic Control	3%	$ 47,396
√	Pavement Markings/Signs		4%	$ 63,195
√	Roadway Drainage	Standard Internal System	25%	$ 394,967
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 78,993
√	Sewer	Minor Adjustments	2%	$ 31,597
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 94,792
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 837,331**

Paving and Allowance Subtotal:		**$ 2,417,199**
Construction Contingency:	15%	$ 362,580
Construction Cost TOTAL:		**$ 2,780,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,780,000**
Engineering/Survey/Testing:		18%	$ 500,400
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 278,000
		Impact Fee Project Cost TOTAL:	**$ 3,558,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-59,4-33
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	LYNN STAMBAUGH PKWY TO FM 455		
Impact Fee Class:	P6D		
Existing Lanes:	4D		
Length (lf):	1,795		
Service Area(s):	3, 4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,183	cy	$ 8.00	$ 49,462
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	12,366	sy	$ 5.00	$ 61,828
304	10" Concrete Pavement w/ 6" Curb	11,169	sy	$ 50.00	$ 558,444
404	4" Topsoil	5,186	sy	$ 4.50	$ 23,335
504	5" Concrete Sidewalk	35,900	sf	$ 3.75	$ 134,625
604	Moisture Conditioning	12,366	sy	$ 8.00	$ 98,924
704	Street Lighting	1,795	lf	$ 70.00	$ 125,650
				Paving Construction Cost Subtotal:	**$ 1,052,269**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 84,182
√	Traffic Control	Construction Phase Traffic Control	3%	$ 31,568
√	Pavement Markings/Signs		4%	$ 42,091
√	Roadway Drainage	Standard Internal System	25%	$ 263,067
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 52,613
√	Sewer	Minor Adjustments	2%	$ 21,045
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 63,136
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 557,703**

Paving and Allowance Subtotal:		**$ 1,609,971**
Construction Contingency:	15%	$ 241,496
Construction Cost TOTAL:		**$ 1,852,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,852,000**
Engineering/Survey/Testing:		18%	$ 333,360
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 185,200
		Impact Fee Project Cost TOTAL:	**$ 2,371,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-60,4-34**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	FM 455 TO ASH ST			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,005			
Service Area(s):	3, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,906	cy	$ 8.00	$ 55,249
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,812	sy	$ 5.00	$ 69,061
304	10" Concrete Pavement w/ 6" Curb	12,476	sy	$ 50.00	$ 623,778
404	4" Topsoil	5,792	sy	$ 4.50	$ 26,065
504	5" Concrete Sidewalk	40,100	sf	$ 3.75	$ 150,375
604	Moisture Conditioning	13,812	sy	$ 8.00	$ 110,498
704	Street Lighting	2,005	lf	$ 70.00	$ 140,350
				Paving Construction Cost Subtotal:	**$ 1,175,376**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 94,030
√	Traffic Control	Construction Phase Traffic Control	3%	$ 35,261
√	Pavement Markings/Signs		4%	$ 47,015
√	Roadway Drainage	Standard Internal System	25%	$ 293,844
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 58,769
√	Sewer	Minor Adjustments	2%	$ 23,508
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 70,523
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,122,949**

Paving and Allowance Subtotal:		**$ 2,298,325**
Construction Contingency:	15%	$ 344,749
Construction Cost TOTAL:		**$ 2,644,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,644,000**
Engineering/Survey/Testing:		18%	$ 475,920
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 264,400
		Impact Fee Project Cost TOTAL:	**$ 3,384,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-61,4-35**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	ASH ST TO SUNSET BLVD			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	1,900			
Service Area(s):	3, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,544	cy	$ 8.00	$ 52,356
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,089	sy	$ 5.00	$ 65,444
304	10" Concrete Pavement w/ 6" Curb	11,822	sy	$ 50.00	$ 591,111
404	4" Topsoil	5,489	sy	$ 4.50	$ 24,700
504	5" Concrete Sidewalk	38,000	sf	$ 3.75	$ 142,500
604	Moisture Conditioning	13,089	sy	$ 8.00	$ 104,711
704	Street Lighting	1,900	lf	$ 70.00	$ 133,000
				Paving Construction Cost Subtotal:	**$ 1,113,822**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 89,106
√	Traffic Control	Construction Phase Traffic Control	3%	$ 33,415
√	Pavement Markings/Signs		4%	$ 44,553
√	Roadway Drainage	Standard Internal System	25%	$ 278,456
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 55,691
√	Sewer	Minor Adjustments	2%	$ 22,276
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 66,829
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 590,326**

Paving and Allowance Subtotal:		**$ 1,704,148**
Construction Contingency:	15%	$ 255,622
Construction Cost TOTAL:		**$ 1,960,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,960,000**
Engineering/Survey/Testing:		18%	$ 352,800
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 196,000
		Impact Fee Project Cost TOTAL:	**$ 2,509,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-62,4-36
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	SUNSET BLVD TO GLENDENNING PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	4D		
Length (lf):	3,380		
Service Area(s):	3, 4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	11,642	cy	$ 8.00	$ 93,138
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	23,284	sy	$ 5.00	$ 116,422
304	10" Concrete Pavement w/ 6" Curb	21,031	sy	$ 50.00	$ 1,051,556
404	4" Topsoil	9,764	sy	$ 4.50	$ 43,940
504	5" Concrete Sidewalk	67,600	sf	$ 3.75	$ 253,500
604	Moisture Conditioning	23,284	sy	$ 8.00	$ 186,276
704	Street Lighting	3,380	lf	$ 70.00	$ 236,600
				Paving Construction Cost Subtotal:	**$ 1,981,431**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 158,514
√	Traffic Control	Construction Phase Traffic Control	3%	$ 59,443
√	Pavement Markings/Signs		4%	$ 79,257
√	Roadway Drainage	Standard Internal System	25%	$ 495,358
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 99,072
√	Sewer	Minor Adjustments	2%	$ 39,629
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 118,886
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,050,158**

Paving and Allowance Subtotal:		**$ 3,031,590**
Construction Contingency:	15%	$ 454,738
Construction Cost TOTAL:		**$ 3,487,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,487,000**
Engineering/Survey/Testing:		18%	$ 627,660
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 348,700
		Impact Fee Project Cost TOTAL:	**$ 4,463,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-63
Name:	FLORIDA DR	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	FLORIDA EXTENSION TO J FRED SMITH PKWY		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	2,060		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	3,052	cy	$ 8.00	$ 24,415
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	9,156	sy	$ 5.00	$ 45,778
301	9" Concrete Pavement w/ 6" Curb	6,180	sy	$ 40.00	$ 247,200
401	4" Topsoil	3,433	sy	$ 4.50	$ 15,450
501	5" Concrete Sidewalk	32,960	sf	$ 3.75	$ 123,600
601	Moisture Conditioning	9,156	sy	$ 8.00	$ 73,244
701	Street Lighting	2,060	lf	$ 70.00	$ 144,200
				Paving Construction Cost Subtotal:	**$ 673,887**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 53,911
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 26,955
√	Roadway Drainage	Standard Internal System	25%	$ 168,472
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 33,694
√	Sewer	Minor Adjustments	2%	$ 13,478
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 40,433
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 336,944**
			Paving and Allowance Subtotal:	**$ 1,010,831**
			Construction Contingency: 15%	$ 151,625
			Construction Cost TOTAL:	**$ 1,163,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,163,000**
Engineering/Survey/Testing:		18%	$ 209,340
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 232,600
		Impact Fee Project Cost TOTAL:	**$ 1,605,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.** 3-64
Name:	SA3_RD1	This project consists of the construction of a new two-lane undivided collector.	
Limits:	CR 95 TO LYNN STAMBAUGH PKWY		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	2,270		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	3,363	cy	$ 8.00	$ 26,904
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	10,089	sy	$ 5.00	$ 50,444
301	9" Concrete Pavement w/ 6" Curb	6,810	sy	$ 40.00	$ 272,400
401	4" Topsoil	3,783	sy	$ 4.50	$ 17,025
501	5" Concrete Sidewalk	36,320	sf	$ 3.75	$ 136,200
601	Moisture Conditioning	10,089	sy	$ 8.00	$ 80,711
701	Street Lighting	2,270	lf	$ 70.00	$ 158,900
				Paving Construction Cost Subtotal:	**$ 742,584**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 59,407
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 29,703
√	Roadway Drainage	Standard Internal System	25%	$ 185,646
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 37,129
√	Sewer	Minor Adjustments	2%	$ 14,852
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 44,555
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 371,292**

Paving and Allowance Subtotal:		**$ 1,113,876**
Construction Contingency:	15%	$ 167,081
Construction Cost TOTAL:		**$ 1,281,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,281,000**
Engineering/Survey/Testing:		18%	$ 230,580
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 256,200
		Impact Fee Project Cost TOTAL:	**$ 1,768,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:	**Description:**	**Project No.**	**3-65**
Name:	MOBBERLY RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1000 FT EAST OF DALLAS NORTH TOLLWAY TO LEGACY DR		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,900		
Service Area(s):	3		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,544	cy	$ 8.00	$ 52,356
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,089	sy	$ 5.00	$ 65,444
304	10" Concrete Pavement w/ 6" Curb	11,822	sy	$ 50.00	$ 591,111
404	4" Topsoil	5,489	sy	$ 4.50	$ 24,700
504	5" Concrete Sidewalk	38,000	sf	$ 3.75	$ 142,500
604	Moisture Conditioning	13,089	sy	$ 8.00	$ 104,711
704	Street Lighting	1,900	lf	$ 70.00	$ 133,000
				Paving Construction Cost Subtotal:	**$ 1,113,822**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 89,106
√	Traffic Control	Construction Phase Traffic Control	3%	$ 33,415
√	Pavement Markings/Signs		4%	$ 44,553
√	Roadway Drainage	Standard Internal System	25%	$ 278,456
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 55,691
√	Sewer	Minor Adjustments	2%	$ 22,276
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 66,829
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 590,326**

Paving and Allowance Subtotal:		**$ 1,704,148**
Construction Contingency:	15%	$ 255,622
Construction Cost TOTAL:		**$ 1,960,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,960,000**
Engineering/Survey/Testing:		18%	$ 352,800
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 196,000
		Impact Fee Project Cost TOTAL:	**$ 2,509,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina
2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-66**
Name:	DALLAS NORTH TOLLWAY	**This project consists of the dedication of ROW only for the building of the future Dallas North Tollway Facility**		
Limits:	GA MOORE PKWY TO O'BRIEN DR			
Impact Fee Class:	FWY			
Existing Lanes:	XX			
Length (lf):	6,915			
Service Area(s):	3			

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
ROW/Easement Acquisition:	400 Ft. ROW Width	$5/ Sq. Ft.	$ 13,830,000
		Impact Fee Project Cost TOTAL:	**$ 13,830,000**

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City of Celina
2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-67**
Name:	DALLAS NORTH TOLLWAY	**This project consists of the dedication of ROW only for the building of the future Dallas North Tollway Facility**		
Limits:	O'BRIEN DR TO J FRED SMITH PKWY			
Impact Fee Class:	FWY			
Existing Lanes:	XX			
Length (lf):	3,695			
Service Area(s):	3			

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
ROW/Easement Acquisition:	400 Ft. ROW Width	$5/ Sq. Ft.	$ 7,390,000
		Impact Fee Project Cost TOTAL:	**$ 7,390,000**

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City of Celina
2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-68**
Name:	DALLAS NORTH TOLLWAY	**This project consists of the dedication of ROW only for the building of the future Dallas North Tollway Facility**		
Limits:	J FRED SMITH PKWY TO MOBBERLY RD			
Impact Fee Class:	FWY			
Existing Lanes:	2UD-G			
Length (lf):	6,390			
Service Area(s):	3			

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
ROW/Easement Acquisition:	400 Ft. ROW Width	$5/ Sq. Ft.	$ 12,780,000
		Impact Fee Project Cost TOTAL:	**$ 12,780,000**

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City of Celina
2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-69**
Name:	DALLAS NORTH TOLLWAY	**This project consists of the dedication of ROW only for the building of the future Dallas North Tollway Facility**		
Limits:	COUNTY LINE TO LEGACY DR			
Impact Fee Class:	FWY			
Existing Lanes:	XX			
Length (lf):	3,590			
Service Area(s):	3			

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
ROW/Easement Acquisition:	400 Ft. ROW Width	$5/ Sq. Ft.	$ 7,180,000
		Impact Fee Project Cost TOTAL:	**$ 7,180,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina
2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-70**
Name:	DALLAS NORTH TOLLWAY	**This project consists of the dedication of ROW only for the building of the future Dallas North Tollway Facility**		
Limits:	LEGACY DR TO GLENDENNING PKWY			
Impact Fee Class:	FWY			
Existing Lanes:	XX			
Length (lf):	6,285			
Service Area(s):	3			

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
ROW/Easement Acquisition:	400 Ft. ROW Width	$5/ Sq. Ft.	$ 12,570,000
		Impact Fee Project Cost TOTAL:	**$ 12,570,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**1-7,3-71**
Name:	LEGACY DR	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	GA MOORE PKWY TO CELINA PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	XX			
Length (lf):	7,655			
Service Area(s):	1, 3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	26,367	cy	$ 8.00	$ 210,938
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	52,734	sy	$ 5.00	$ 263,672
304	10" Concrete Pavement w/ 6" Curb	47,631	sy	$ 50.00	$ 2,381,556
404	4" Topsoil	22,114	sy	$ 4.50	$ 99,515
504	5" Concrete Sidewalk	153,100	sf	$ 3.75	$ 574,125
604	Moisture Conditioning	52,734	sy	$ 8.00	$ 421,876
704	Street Lighting	7,655	lf	$ 70.00	$ 535,850
				Paving Construction Cost Subtotal:	**$ 4,487,531**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 359,002
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 179,501
√	Roadway Drainage	Standard Internal System	25%	$ 1,121,883
√	Special Drainage Structures	Major Floodplain Crossing	$1,721,188	$ 1,721,188
√	Water	Minor Adjustments	5%	$ 224,377
√	Sewer	Minor Adjustments	2%	$ 89,751
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 269,252
	Other:		-	$ -
	**Allowances based on % of Paving Construction Cost Subtotal		**Allowance Subtotal:**	**$ 3,964,954**
			Paving and Allowance Subtotal:	**$ 8,452,485**
			Construction Contingency: 15%	$ 1,267,873
			Construction Cost TOTAL:	**$ 9,721,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 9,721,000**
Engineering/Survey/Testing:		18%	$ 1,749,780
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 1,944,200
		Impact Fee Project Cost TOTAL:	**$ 13,415,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 6/10/2021

Project Information:		**Description:**	**Project No.**	**3-72**
Name:	G A MOORE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	LOUISIANA DR TO PRESTON RD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	4,540			
Service Area(s):	3			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	15,638	cy	$ 8.00	$ 125,102
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	31,276	sy	$ 5.00	$ 156,378
304	10" Concrete Pavement w/ 6" Curb	28,249	sy	$ 50.00	$ 1,412,444
404	4" Topsoil	13,116	sy	$ 4.50	$ 59,020
504	5" Concrete Sidewalk	90,800	sf	$ 3.75	$ 340,500
604	Moisture Conditioning	31,276	sy	$ 8.00	$ 250,204
704	Street Lighting	4,540	lf	$ 70.00	$ 317,800
				Paving Construction Cost Subtotal:	**$ 2,661,449**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 212,916
√	Traffic Control	Construction Phase Traffic Control	3%	$ 79,843
√	Pavement Markings/Signs		4%	$ 106,458
√	Roadway Drainage	Standard Internal System	25%	$ 665,362
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 133,072
√	Sewer	Minor Adjustments	2%	$ 53,229
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 159,687
√	Other:	Grade-Separated Railroad Crossing	-	$ 5,000,000
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 6,410,568**

Paving and Allowance Subtotal:		**$ 9,072,017**
Construction Contingency:	15%	$ 1,360,803
Construction Cost TOTAL:		**$ 10,433,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 10,433,000**
Engineering/Survey/Testing:		18%	$ 1,877,940
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 1,043,300
		Impact Fee Project Cost TOTAL:	**$ 13,354,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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City of Celina - 2020 Roadway Impact Fee

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area 4

#	Class	Project	Limits	Status	Project Cost
2-9,4-1	M4D	ROBINSON DR	PRESTON RD TO COIT RD	Widening	$ 4,113,000
2-10,4-2	M4D	ROBINSON DR	COIT RD TO 2659 FT EAST OF COIT RD	Widening	$ 3,487,000
4-3	P6D	G A MOORE PKWY	PRESTON RD TO COIT RD	Widening	$ 5,367,000
4-4	P6D	G A MOORE PKWY	COIT RD TO 2375 FT WEST OF MCILROY DR	New Build	$ 5,897,000
4-5	P6D	G A MOORE PKWY	2375 FT EAST OF MCILROY DR TO MCILROY DR	New Build	$ 3,098,000
4-6	P6D	G A MOORE PKWY	MCILROY DR TO 2043 FT EAST OF MCILROY DR	New Build	$ 3,669,000
4-7	C2U	MASSEY DR	PRESTON RD TO COIT RD	New Build	$ 4,660,000
4-8	C2U	MASSEY DR	COIT RD TO 927 FT EAST OF COIT RD	Widening	$ 700,000
4-9	C2U	SA4_RD1	MASSEY DR TO 1324 FT EAST OF MASSEY DR	New Build	$ 1,028,000
4-10	C2U	SA4_RD1	1324 EAST OF MASSEY DR TO CR 132	Widening	$ 1,051,000
4-11	C2U	SA4_RD1	CR 132 TO 1082 FT EAST OF CR 132	Widening	$ 855,000
4-12	C2U	SA4_RD1	1082 FT EAST OF CR 132 TO 1670 FT EAST OF CR 132	Widening	$ 506,000
4-13	C2U	SA4_RD1	1670 FT EAST OF CR 132 TO CUSTER RD	Widening	$ 582,000
4-14	P6D	SA4_RD2	SA4_RD1 TO CUSTER RD	New Build	$ 4,054,000
4-15	P6D	J FRED SMITH PKWY	PRESTON RD TO 1316 FT EAST OF PRESTON RD	Widening	$ 1,743,000
4-16	P6D	J FRED SMITH PKWY	SETTLERS RIDGE RD TO 1070 EAST OF SETTLERS RIDGE RD	New Build	$ 1,472,000
4-17	P6D	J FRED SMITH PKWY	1959 FT WEST OF COIT RD TO COIT RD	Widening	$ 2,582,000
4-18	P6D	J FRED SMITH PKWY	CR 97 TO MCILROY DR	New Build	$ 4,347,000
4-19	P6D	J FRED SMITH PKWY	ROSELAND PKWY TO CUSTER RD	Widening	$ 3,698,000
4-20	M4D	LYNN STAMBAUGH PKWY	PRESTON RD TO COIT RD	Widening	$ 6,417,000
4-21,7-2	M4D	SUNSET BLVD	ROSELAND PKWY TO CUSTER RD	New Build	$ 4,347,000
4-22	M4D	LYNN STAMBAUGH PKWY	FM 455 TO CR 98	New Build	$ 1,103,000
4-23	M4D	LYNN STAMBAUGH PKWY	CR 98 TO ROSELAND PKWY	New Build	$ 3,762,000
4-24	P6D	COIT RD	SUNSET BLVD TO CR 92	Widening	$ 1,670,000
4-25	P6D	OUSLEY BLVD	PRESTON RD TO FM 455	New Build	$ 5,750,000
4-26	P6D	OUSLEY BLVD	2242 FT EAST OF COIT RD TO COIT RD	Widening	$ 2,998,000
4-27	M4D	SUNSET BLVD	PRESTON RD TO COIT RD	Widening	$ 8,365,000
4-28,7-3	P6D	GLENDENNING PKWY	PRESTON RD TO 1178 EAST OF PRESTON RD	Widening	$ 1,532,000
3-55,4-29	P6D	PRESTON RD	ROBINSON DR TO GA MOORE PKWY	Widening	$ 3,414,000
3-56,4-30	P6D	PRESTON RD	GA MOORE PKWY TO MASSEY DR	Widening	$ 3,487,000
3-57,4-31	P6D	PRESTON RD	MASSEY DR TO J FRED SMITH PKWY	Widening	$ 6,972,000
3-58,4-32	P6D	PRESTON RD	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	Widening	$ 3,558,000
3-59,4-33	P6D	PRESTON RD	LYNN STAMBAUGH PKWY TO FM 455	Widening	$ 2,371,000
3-60,4-34	P6D	PRESTON RD	FM 455 TO ASH ST	Widening	$ 3,384,000
3-61,4-35	P6D	PRESTON RD	ASH ST TO SUNSET BLVD	Widening	$ 2,509,000
3-62,4-36	P6D	PRESTON RD	SUNSET BLVD TO GLENDENNING PKWY	Widening	$ 4,463,000
4-37	M4D	COIT RD	ROBINSON DR TO GA MOORE PKWY	Widening	$ 3,414,000
4-38	P6D	COIT RD	GA MOORE PKWY TO MASSEY DR	Widening	$ 3,487,000
4-39	P6D	COIT RD	MASSEY DR TO J FRED SMITH PKWY	Widening	$ 7,044,000
4-40	P6D	COIT RD	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	Widening	$ 3,487,000
4-41	C2U	SA4_RD4	SUNSET BLVD TO GLENDENNING PKWY	Widening	$ 1,946,000
4-42	P6D	COIT RD	1261 FT SOUTH OF OUSLEY BLVD TO SUNSET BLVD	Widening	$ 1,882,000
4-43	C2U	SA4_RD3	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	Widening	$ 2,100,000
4-44	C2U	FM 455	PRESTON RD TO OUSLEY BLVD	Widening	$ 1,518,000
4-45	P6D	McILROY DR	GA MOORE PKWY TO 1959 FT NORTH OF GA MOORE PKWY	Widening	$ 2,582,000
4-46	C2U	ROSELAND PKWY	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	New Build	$ 1,235,000
4-47	C2U	ROSELAND PKWY	1329 FT SOUTH OF OUSLEY BLVD TO 2832 FT SOUTH OF OUSLEY BLVD	New Build	$ 865,000
4-48	C2U	ROSELAND PKWY	1848 FT NORTH OF SUNSET BLVD TO SUNSET BLVD	New Build	$ 1,441,000
4-49	C2U	CUSTER RD	1150 FT SOUTH OF GA MOORE PKWY TO SA4_RD1	Widening	$ 664,000
4-50	C2U	CUSTER RD	MCILROY DR TO SA4_RD1	Widening	$ 1,051,000
4-51	P6D	CUSTER RD	SA4_RD2 TO J FRED SMITH PKWY	Widening	$ 2,648,000
4-52	P6D	CUSTER RD	J FRED SMITH PKWY TO 1190 FT SOUTH OF J FRED SMITH PKWY	New Build	$ 1,696,000
4-53	P6D	PETERMAN PARKWAY	2677 FT NORTH OF J FRED SMITH PKWY TO J FRED SMITH PKWY	Widening	$ 3,558,000
4-54,7-1	M4D	SUNSET BLVD	COIT RD TO ROSELAND PKWY	New Build	$ 9,565,000
4-55	M4D	SUNSET BLVD	CUSTER RD TO PETERMAN PKWY	New Build	$ 7,739,000
4-56	P6D	CUSTER RD	917 FT NORTH OF SUNSET BLVD TO 748 FT SOUTH OF SUNSET BLVD	Widening	$ 2,159,000
4-57	P6D	J FRED SMITH PKWY	1250 FT EAST OF CUSTER RD TO 2651 FT EAST OF CUSTER RD	New Build	$ 1,920,000
				ROADWAY TOTAL	**$ 181,012,000**

Type	Intersection	Project Cost
Int. Improvements	Glendening Pkwy & SA4_Rd4	$ 250,000
Int. Improvements	Custer Rd & Sunset Blvd	$ 300,000
Int. Improvements	Sunset Blvd & Roseland Pkwy	$ 300,000
Int. Improvements	Coit Rd & GA Moore Pkwy	$ 300,000
Int. Improvements	GA Moore Pkwy & McIlroy Dr	$ 300,000
Int. Improvements	Massey Dr & Massey Dr	$ 250,000
Int. Improvements	Custer Rd & J Fred Smith Pkwy	$ 1,800,000
Int. Improvements	J Fred Smith Pkwy & Peterman Parkway	$ 300,000
Int. Improvements	Coit Rd & Lynn Stambaugh Pkwy	$ 300,000
Int. Improvements	Lynn Stambaugh Pkwy & Roseland Pkwy	$ 300,000
Int. Improvements	Coit Rd & Ousley Blvd	$ 300,000
Int. Improvements	SA4_Rd1 & Massey Dr	$ 250,000

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City of Celina - 2020 Roadway Impact Fee

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area 4

#	Class	Project	Limits	Status	Project Cost
	Int. Improvements		SA4_Rd1 & Custer Rd		$ 250,000
	Int. Improvements		Lynn Stambaugh Pkwy & Coit Rd		$ 300,000
	Int. Improvements		Coit Road & Robinson Dr		$ 300,000
	Int. Improvements		Coit Rd & J Fred Smith Pkwy		$ 300,000
	Int. Improvements		Coit Rd & SA4_Rd1		$ 300,000
	Int. Improvements		J Fred Smith Pkwy & SA4_Rd3		$ 300,000
	Int. Improvements		Coit Rd & Massey Dr		$ 300,000
	Int. Improvements		J Fred Smith Pkwy & McIlroy Rd-Roseland Pkwy		$ 300,000
	Int. Improvements		Sunset Blvd & Coit Rd		$ 300,000
	Int. Improvements		SA4_Rd1 & McIlroy Dr		$ 300,000
	Int. Improvements		McIlroy Dr & Custer Rd		$ 300,000
	Int. Improvements		Sunset Blvd & SA4_Rd4		$ 300,000
	Int. Improvements		Preston Rd & Glendenning Pkwy		$ 1,500,000
	Int. Improvements		Preston Rd & BUS 289		$ 1,050,000
	Int. Improvements		Preston Rd & Ash St		$ 1,050,000
	Int. Improvements		Preston Rd & FM 455		$ 150,000
	Int. Improvements		Preston Rd & GA Moore Pkwy		$ 1,500,000
	Int. Improvements		Preston Rd & Settlers Ridge Rd		$ 1,500,000
	Int. Improvements		Preston Rd & Lynn Stambaugh Pkwy		$ 1,200,000
	Int. Improvements		Preston Rd & Sunset Blvd		$ 1,050,000
	Int. Improvements		Preston Rd & Robinson Dr		$ 150,000
				INTERSECTION TOTAL	**$ 17,650,000**
				SERVICE AREA TOTAL	**$ 198,662,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**2-9,4-1**
Name:	ROBINSON DR	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	PRESTON RD TO COIT RD			
Impact Fee Class:	M4D			
Existing Lanes:	2UD			
Length (lf):	3,115			
Service Area(s):	2, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	10,729	cy	$ 8.00	$ 85,836
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	21,459	sy	$ 5.00	$ 107,294
302	10" Concrete Pavement w/ 6" Curb	19,382	sy	$ 50.00	$ 969,111
402	4" Topsoil	8,999	sy	$ 4.50	$ 40,495
502	5" Concrete Sidewalk	62,300	sf	$ 3.75	$ 233,625
602	Moisture Conditioning	21,459	sy	$ 8.00	$ 171,671
702	Street Lighting	3,115	lf	$ 70.00	$ 218,050
				Paving Construction Cost Subtotal:	**$ 1,826,082**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 146,087
√	Traffic Control	Construction Phase Traffic Control	3%	$ 54,782
√	Pavement Markings/Signs		4%	$ 73,043
√	Roadway Drainage	Standard Internal System	25%	$ 456,521
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 91,304
√	Sewer	Minor Adjustments	2%	$ 36,522
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 109,565
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 967,824**
			Paving and Allowance Subtotal:	**$ 2,793,906**
			Construction Contingency: 15%	$ 419,086
			Construction Cost TOTAL:	**$ 3,213,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,213,000**
Engineering/Survey/Testing:		18%	$ 578,340
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 321,300
		Impact Fee Project Cost TOTAL:	**$ 4,113,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**2-10,4-2**
Name:	ROBINSON DR	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	COIT RD TO 2659 FT EAST OF COIT RD			
Impact Fee Class:	M4D			
Existing Lanes:	2UD			
Length (lf):	2,640			
Service Area(s):	2, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	9,093	cy	$ 8.00	$ 72,747
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,187	sy	$ 5.00	$ 90,933
302	10" Concrete Pavement w/ 6" Curb	16,427	sy	$ 50.00	$ 821,333
402	4" Topsoil	7,627	sy	$ 4.50	$ 34,320
502	5" Concrete Sidewalk	52,800	sf	$ 3.75	$ 198,000
602	Moisture Conditioning	18,187	sy	$ 8.00	$ 145,493
702	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 1,547,627**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 123,810
√	Traffic Control	Construction Phase Traffic Control	3%	$ 46,429
√	Pavement Markings/Signs		4%	$ 61,905
√	Roadway Drainage	Standard Internal System	25%	$ 386,907
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 77,381
√	Sewer	Minor Adjustments	2%	$ 30,953
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 92,858
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 820,242**

Paving and Allowance Subtotal:		**$ 2,367,869**
Construction Contingency:	15%	$ 355,180
Construction Cost TOTAL:		**$ 2,724,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,724,000**
Engineering/Survey/Testing:		18%	$ 490,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 272,400
		Impact Fee Project Cost TOTAL:	**$ 3,487,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-3**
Name:	G A MOORE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	PRESTON RD TO COIT RD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	4,065			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	14,002	cy	$ 8.00	$ 112,013
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	28,003	sy	$ 5.00	$ 140,017
304	10" Concrete Pavement w/ 6" Curb	25,293	sy	$ 50.00	$ 1,264,667
404	4" Topsoil	11,743	sy	$ 4.50	$ 52,845
504	5" Concrete Sidewalk	81,300	sf	$ 3.75	$ 304,875
604	Moisture Conditioning	28,003	sy	$ 8.00	$ 224,027
704	Street Lighting	4,065	lf	$ 70.00	$ 284,550
				Paving Construction Cost Subtotal:	**$ 2,382,993**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 190,639
√	Traffic Control	Construction Phase Traffic Control	3%	$ 71,490
√	Pavement Markings/Signs		4%	$ 95,320
√	Roadway Drainage	Standard Internal System	25%	$ 595,748
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 119,150
√	Sewer	Minor Adjustments	2%	$ 47,660
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 142,980
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,262,986**

Paving and Allowance Subtotal:		**$ 3,645,980**
Construction Contingency:	15%	$ 546,897
Construction Cost TOTAL:		**$ 4,193,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,193,000**
Engineering/Survey/Testing:		18%	$ 754,740
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 419,300
		Impact Fee Project Cost TOTAL:	**$ 5,367,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 4-4
Name:	G A MOORE PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	COIT RD TO 2375 FT WEST OF MCILROY DR		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	4,225		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	14,553	cy	$ 8.00	$ 116,422
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	29,106	sy	$ 5.00	$ 145,528
304	10" Concrete Pavement w/ 6" Curb	26,289	sy	$ 50.00	$ 1,314,444
404	4" Topsoil	12,206	sy	$ 4.50	$ 54,925
504	5" Concrete Sidewalk	84,500	sf	$ 3.75	$ 316,875
604	Moisture Conditioning	29,106	sy	$ 8.00	$ 232,844
704	Street Lighting	4,225	lf	$ 70.00	$ 295,750
				Paving Construction Cost Subtotal:	**$ 2,476,789**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 198,143
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 99,072
√	Roadway Drainage	Standard Internal System	25%	$ 619,197
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 123,839
√	Sewer	Minor Adjustments	2%	$ 49,536
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 148,607
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,238,394**
			Paving and Allowance Subtotal:	**$ 3,715,183**
			Construction Contingency: 15%	$ 557,278
			Construction Cost TOTAL:	**$ 4,273,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,273,000**
Engineering/Survey/Testing:		18%	$ 769,140
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 854,600
		Impact Fee Project Cost TOTAL:	**$ 5,897,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 4-5
Name:	G A MOORE PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	2375 FT EAST OF MCILROY DR TO MCILROY DR		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	2,220		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	7,647	cy	$ 8.00	$ 61,173
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	15,293	sy	$ 5.00	$ 76,467
304	10" Concrete Pavement w/ 6" Curb	13,813	sy	$ 50.00	$ 690,667
404	4" Topsoil	6,413	sy	$ 4.50	$ 28,860
504	5" Concrete Sidewalk	44,400	sf	$ 3.75	$ 166,500
604	Moisture Conditioning	15,293	sy	$ 8.00	$ 122,347
704	Street Lighting	2,220	lf	$ 70.00	$ 155,400
				Paving Construction Cost Subtotal:	**$ 1,301,413**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 104,113
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 52,057
√	Roadway Drainage	Standard Internal System	25%	$ 325,353
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 65,071
√	Sewer	Minor Adjustments	2%	$ 26,028
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 78,085
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 650,707**
			Paving and Allowance Subtotal:	**$ 1,952,120**
			Construction Contingency: 15%	$ 292,818
			Construction Cost TOTAL:	**$ 2,245,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,245,000**
Engineering/Survey/Testing:		18%	$ 404,100
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 449,000
		Impact Fee Project Cost TOTAL:	**$ 3,098,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 4-6
Name:	G A MOORE PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	MCILROY DR TO 2043 FT EAST OF MCILROY DR		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	2,060		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	7,096	cy	$ 8.00	$ 56,764
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	14,191	sy	$ 5.00	$ 70,956
304	10" Concrete Pavement w/ 6" Curb	12,818	sy	$ 50.00	$ 640,889
404	4" Topsoil	5,951	sy	$ 4.50	$ 26,780
504	5" Concrete Sidewalk	41,200	sf	$ 3.75	$ 154,500
604	Moisture Conditioning	14,191	sy	$ 8.00	$ 113,529
704	Street Lighting	2,060	lf	$ 70.00	$ 144,200
				Paving Construction Cost Subtotal:	**$ 1,207,618**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 96,609
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 48,305
√	Roadway Drainage	Standard Internal System	25%	$ 301,904
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 60,381
√	Sewer	Minor Adjustments	2%	$ 24,152
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 72,457
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,103,809**

Paving and Allowance Subtotal:		**$ 2,311,427**
Construction Contingency:	15%	$ 346,714
Construction Cost TOTAL:		**$ 2,659,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,659,000**
Engineering/Survey/Testing:		18%	$ 478,620
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 531,800
		Impact Fee Project Cost TOTAL:	**$ 3,669,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 4-7
Name:	MASSEY DR	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	PRESTON RD TO COIT RD		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	4,965		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	7,356	cy	$ 8.00	$ 58,844
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	22,067	sy	$ 5.00	$ 110,333
301	9" Concrete Pavement w/ 6" Curb	14,895	sy	$ 40.00	$ 595,800
401	4" Topsoil	8,275	sy	$ 4.50	$ 37,238
501	5" Concrete Sidewalk	79,440	sf	$ 3.75	$ 297,900
601	Moisture Conditioning	22,067	sy	$ 8.00	$ 176,533
701	Street Lighting	4,965	lf	$ 70.00	$ 347,550
				Paving Construction Cost Subtotal:	**$ 1,624,199**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 129,936
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 64,968
√	Roadway Drainage	Standard Internal System	25%	$ 406,050
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 81,210
√	Sewer	Minor Adjustments	2%	$ 32,484
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 97,452
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,312,099**

Paving and Allowance Subtotal:		**$ 2,936,298**
Construction Contingency:	15%	$ 440,445
Construction Cost TOTAL:		**$ 3,377,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,377,000**
Engineering/Survey/Testing:		18%	$ 607,860
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 675,400
		Impact Fee Project Cost TOTAL:	**$ 4,660,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-8**
Name:	MASSEY DR	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	COIT RD TO 927 FT EAST OF COIT RD			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	950			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,407	cy	$ 8.00	$ 11,259
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	4,222	sy	$ 5.00	$ 21,111
301	9" Concrete Pavement w/ 6" Curb	2,850	sy	$ 40.00	$ 114,000
401	4" Topsoil	1,583	sy	$ 4.50	$ 7,125
501	5" Concrete Sidewalk	15,200	sf	$ 3.75	$ 57,000
601	Moisture Conditioning	4,222	sy	$ 8.00	$ 33,778
701	Street Lighting	950	lf	$ 70.00	$ 66,500
				Paving Construction Cost Subtotal:	**$ 310,773**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 24,862
√	Traffic Control	Construction Phase Traffic Control	3%	$ 9,323
√	Pavement Markings/Signs		4%	$ 12,431
√	Roadway Drainage	Standard Internal System	25%	$ 77,693
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 15,539
√	Sewer	Minor Adjustments	2%	$ 6,215
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 18,646
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 164,710**

Paving and Allowance Subtotal:		**$ 475,483**
Construction Contingency:	15%	$ 71,322
Construction Cost TOTAL:		**$ 547,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 547,000**
Engineering/Survey/Testing:		18%	$ 98,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 54,700
		Impact Fee Project Cost TOTAL:	**$ 700,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-9**
Name:	SA4_RD1	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	MASSEY DR TO 1324 FT EAST OF MASSEY DR		
Impact Fee Class:	C2U		
Existing Lanes:	2UD		
Length (lf):	1,320		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,956	cy	$ 8.00	$ 15,644
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	5,867	sy	$ 5.00	$ 29,333
301	9" Concrete Pavement w/ 6" Curb	3,960	sy	$ 40.00	$ 158,400
401	4" Topsoil	2,200	sy	$ 4.50	$ 9,900
501	5" Concrete Sidewalk	21,120	sf	$ 3.75	$ 79,200
601	Moisture Conditioning	5,867	sy	$ 8.00	$ 46,933
701	Street Lighting	1,320	lf	$ 70.00	$ 92,400
				Paving Construction Cost Subtotal:	**$ 431,811**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 34,545
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 17,272
√	Roadway Drainage	Standard Internal System	25%	$ 107,953
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 21,591
√	Sewer	Minor Adjustments	2%	$ 8,636
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 25,909
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 215,906**

Paving and Allowance Subtotal:		**$ 647,717**
Construction Contingency:	15%	$ 97,158
Construction Cost TOTAL:		**$ 745,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 745,000**
Engineering/Survey/Testing:		18%	$ 134,100
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 149,000
		Impact Fee Project Cost TOTAL:	**$ 1,028,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-10**
Name:	SA4_RD1	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	1324 EAST OF MASSEY DR TO CR 132			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	1,425			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	2,111	cy	$ 8.00	$ 16,889
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	6,333	sy	$ 5.00	$ 31,667
301	9" Concrete Pavement w/ 6" Curb	4,275	sy	$ 40.00	$ 171,000
401	4" Topsoil	2,375	sy	$ 4.50	$ 10,688
501	5" Concrete Sidewalk	22,800	sf	$ 3.75	$ 85,500
601	Moisture Conditioning	6,333	sy	$ 8.00	$ 50,667
701	Street Lighting	1,425	lf	$ 70.00	$ 99,750
				Paving Construction Cost Subtotal:	**$ 466,160**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 37,293
√	Traffic Control	Construction Phase Traffic Control	3%	$ 13,985
√	Pavement Markings/Signs		4%	$ 18,646
√	Roadway Drainage	Standard Internal System	25%	$ 116,540
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 23,308
√	Sewer	Minor Adjustments	2%	$ 9,323
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 27,970
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 247,065**

Paving and Allowance Subtotal:		**$ 713,224**
Construction Contingency:	15%	$ 106,984
Construction Cost TOTAL:		**$ 821,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 821,000**
Engineering/Survey/Testing:		18%	$ 147,780
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 82,100
		Impact Fee Project Cost TOTAL:	**$ 1,051,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-11**
Name:	SA4_RD1	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	CR 132 TO 1082 FT EAST OF CR 132			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	1,160			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,719	cy	$ 8.00	$ 13,748
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	5,156	sy	$ 5.00	$ 25,778
301	9" Concrete Pavement w/ 6" Curb	3,480	sy	$ 40.00	$ 139,200
401	4" Topsoil	1,933	sy	$ 4.50	$ 8,700
501	5" Concrete Sidewalk	18,560	sf	$ 3.75	$ 69,600
601	Moisture Conditioning	5,156	sy	$ 8.00	$ 41,244
701	Street Lighting	1,160	lf	$ 70.00	$ 81,200
				Paving Construction Cost Subtotal:	**$ 379,470**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 30,358
√	Traffic Control	Construction Phase Traffic Control	3%	$ 11,384
√	Pavement Markings/Signs		4%	$ 15,179
√	Roadway Drainage	Standard Internal System	25%	$ 94,868
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 18,974
√	Sewer	Minor Adjustments	2%	$ 7,589
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 22,768
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 201,119**

Paving and Allowance Subtotal:		**$ 580,590**
Construction Contingency:	15%	$ 87,088
Construction Cost TOTAL:		**$ 668,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 668,000**
Engineering/Survey/Testing:		18%	$ 120,240
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 66,800
		Impact Fee Project Cost TOTAL:	**$ 855,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-12**
Name:	SA4_RD1	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**	
Limits:	1082 FT EAST OF CR 132 TO 1670 FT EAST OF CR 132		
Impact Fee Class:	C2U		
Existing Lanes:	2UD		
Length (lf):	685		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,015	cy	$ 8.00	$ 8,119
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	3,044	sy	$ 5.00	$ 15,222
301	9" Concrete Pavement w/ 6" Curb	2,055	sy	$ 40.00	$ 82,200
401	4" Topsoil	1,142	sy	$ 4.50	$ 5,138
501	5" Concrete Sidewalk	10,960	sf	$ 3.75	$ 41,100
601	Moisture Conditioning	3,044	sy	$ 8.00	$ 24,356
701	Street Lighting	685	lf	$ 70.00	$ 47,950
				Paving Construction Cost Subtotal:	**$ 224,084**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 17,927
√	Traffic Control	Construction Phase Traffic Control	3%	$ 6,723
√	Pavement Markings/Signs		4%	$ 8,963
√	Roadway Drainage	Standard Internal System	25%	$ 56,021
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 11,204
√	Sewer	Minor Adjustments	2%	$ 4,482
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 13,445
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 118,764**

Paving and Allowance Subtotal:		**$ 342,848**
Construction Contingency:	15%	$ 51,427
Construction Cost TOTAL:		**$ 395,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 395,000**
Engineering/Survey/Testing:		18%	$ 71,100
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 39,500
		Impact Fee Project Cost TOTAL:	**$ 506,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-13**
Name:	SA4_RD1	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	1670 FT EAST OF CR 132 TO CUSTER RD			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	790			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,170	cy	$ 8.00	$ 9,363
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	3,511	sy	$ 5.00	$ 17,556
301	9" Concrete Pavement w/ 6" Curb	2,370	sy	$ 40.00	$ 94,800
401	4" Topsoil	1,317	sy	$ 4.50	$ 5,925
501	5" Concrete Sidewalk	12,640	sf	$ 3.75	$ 47,400
601	Moisture Conditioning	3,511	sy	$ 8.00	$ 28,089
701	Street Lighting	790	lf	$ 70.00	$ 55,300
				Paving Construction Cost Subtotal:	**$ 258,432**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 20,675
√	Traffic Control	Construction Phase Traffic Control	3%	$ 7,753
√	Pavement Markings/Signs		4%	$ 10,337
√	Roadway Drainage	Standard Internal System	25%	$ 64,608
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 12,922
√	Sewer	Minor Adjustments	2%	$ 5,169
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 15,506
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 136,969**

Paving and Allowance Subtotal:		**$ 395,402**
Construction Contingency:	15%	$ 59,310
Construction Cost TOTAL:		**$ 455,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 455,000**
Engineering/Survey/Testing:		18%	$ 81,900
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 45,500
		Impact Fee Project Cost TOTAL:	**$ 582,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-14**
Name:	SA4_RD2	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	SA4_RD1 TO CUSTER RD			
Impact Fee Class:	P6D			
Existing Lanes:	XX			
Length (lf):	2,905			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	10,006	cy	$ 8.00	$ 80,049
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	20,012	sy	$ 5.00	$ 100,061
304	10" Concrete Pavement w/ 6" Curb	18,076	sy	$ 50.00	$ 903,778
404	4" Topsoil	8,392	sy	$ 4.50	$ 37,765
504	5" Concrete Sidewalk	58,100	sf	$ 3.75	$ 217,875
604	Moisture Conditioning	20,012	sy	$ 8.00	$ 160,098
704	Street Lighting	2,905	lf	$ 70.00	$ 203,350
				Paving Construction Cost Subtotal:	**$ 1,702,976**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 136,238
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 68,119
√	Roadway Drainage	Standard Internal System	25%	$ 425,744
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 85,149
√	Sewer	Minor Adjustments	2%	$ 34,060
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 102,179
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 851,488**
			Paving and Allowance Subtotal:	**$ 2,554,463**
			Construction Contingency: 15%	$ 383,170
			Construction Cost TOTAL:	**$ 2,938,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,938,000**
Engineering/Survey/Testing:		18%	$ 528,840
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 587,600
		Impact Fee Project Cost TOTAL:	**$ 4,054,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 4-15
Name:	J FRED SMITH PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	PRESTON RD TO 1316 FT EAST OF PRESTON RD		
Impact Fee Class:	P6D		
Existing Lanes:	2D		
Length (lf):	1,320		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,547	cy	$ 8.00	$ 36,373
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	9,093	sy	$ 5.00	$ 45,467
304	10" Concrete Pavement w/ 6" Curb	8,213	sy	$ 50.00	$ 410,667
404	4" Topsoil	3,813	sy	$ 4.50	$ 17,160
504	5" Concrete Sidewalk	26,400	sf	$ 3.75	$ 99,000
604	Moisture Conditioning	9,093	sy	$ 8.00	$ 72,747
704	Street Lighting	1,320	lf	$ 70.00	$ 92,400
				Paving Construction Cost Subtotal:	**$ 773,813**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 61,905
√	Traffic Control	Construction Phase Traffic Control	3%	$ 23,214
√	Pavement Markings/Signs		4%	$ 30,953
√	Roadway Drainage	Standard Internal System	25%	$ 193,453
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 38,691
√	Sewer	Minor Adjustments	2%	$ 15,476
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 46,429
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 410,121**

Paving and Allowance Subtotal:		**$ 1,183,934**
Construction Contingency:	15%	$ 177,590
Construction Cost TOTAL:		**$ 1,362,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,362,000**
Engineering/Survey/Testing:		18%	$ 245,160
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 136,200
		Impact Fee Project Cost TOTAL:	**$ 1,743,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-16**
Name:	J FRED SMITH PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	SETTLERS RIDGE RD TO 1070 EAST OF SETTLERS RIDGE RD			
Impact Fee Class:	P6D			
Existing Lanes:	XX			
Length (lf):	1,055			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,634	cy	$ 8.00	$ 29,071
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	7,268	sy	$ 5.00	$ 36,339
304	10" Concrete Pavement w/ 6" Curb	6,564	sy	$ 50.00	$ 328,222
404	4" Topsoil	3,048	sy	$ 4.50	$ 13,715
504	5" Concrete Sidewalk	21,100	sf	$ 3.75	$ 79,125
604	Moisture Conditioning	7,268	sy	$ 8.00	$ 58,142
704	Street Lighting	1,055	lf	$ 70.00	$ 73,850
				Paving Construction Cost Subtotal:	**$ 618,464**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 49,477
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 24,739
√	Roadway Drainage	Standard Internal System	25%	$ 154,616
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 30,923
√	Sewer	Minor Adjustments	2%	$ 12,369
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 37,108
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 309,232**
			Paving and Allowance Subtotal:	**$ 927,697**
			Construction Contingency: 15%	$ 139,155
			Construction Cost TOTAL:	**$ 1,067,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,067,000**
Engineering/Survey/Testing:		18%	$ 192,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 213,400
		Impact Fee Project Cost TOTAL:	**$ 1,472,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 4-17
Name:	J FRED SMITH PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1959 FT WEST OF COIT RD TO COIT RD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,955		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,734	cy	$ 8.00	$ 53,871
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,468	sy	$ 5.00	$ 67,339
304	10" Concrete Pavement w/ 6" Curb	12,164	sy	$ 50.00	$ 608,222
404	4" Topsoil	5,648	sy	$ 4.50	$ 25,415
504	5" Concrete Sidewalk	39,100	sf	$ 3.75	$ 146,625
604	Moisture Conditioning	13,468	sy	$ 8.00	$ 107,742
704	Street Lighting	1,955	lf	$ 70.00	$ 136,850
				Paving Construction Cost Subtotal:	**$ 1,146,064**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 91,685
√	Traffic Control	Construction Phase Traffic Control	3%	$ 34,382
√	Pavement Markings/Signs		4%	$ 45,843
√	Roadway Drainage	Standard Internal System	25%	$ 286,516
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 57,303
√	Sewer	Minor Adjustments	2%	$ 22,921
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 68,764
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 607,414**

Paving and Allowance Subtotal:		**$ 1,753,479**
Construction Contingency:	15%	$ 263,022
Construction Cost TOTAL:		**$ 2,017,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,017,000**
Engineering/Survey/Testing:		18%	$ 363,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 201,700
		Impact Fee Project Cost TOTAL:	**$ 2,582,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-18**
Name:	J FRED SMITH PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	CR 97 TO MCILROY DR			
Impact Fee Class:	P6D			
Existing Lanes:	XX			
Length (lf):	3,115			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	10,729	cy	$ 8.00	$ 85,836
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	21,459	sy	$ 5.00	$ 107,294
304	10" Concrete Pavement w/ 6" Curb	19,382	sy	$ 50.00	$ 969,111
404	4" Topsoil	8,999	sy	$ 4.50	$ 40,495
504	5" Concrete Sidewalk	62,300	sf	$ 3.75	$ 233,625
604	Moisture Conditioning	21,459	sy	$ 8.00	$ 171,671
704	Street Lighting	3,115	lf	$ 70.00	$ 218,050
				Paving Construction Cost Subtotal:	**$ 1,826,082**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 146,087
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 73,043
√	Roadway Drainage	Standard Internal System	25%	$ 456,521
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 91,304
√	Sewer	Minor Adjustments	2%	$ 36,522
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 109,565
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 913,041**
			Paving and Allowance Subtotal:	**$ 2,739,123**
			Construction Contingency: 15%	$ 410,869
			Construction Cost TOTAL:	**$ 3,150,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,150,000**
Engineering/Survey/Testing:		18%	$ 567,000
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 630,000
		Impact Fee Project Cost TOTAL:	**$ 4,347,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-19**
Name:	J FRED SMITH PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	ROSELAND PKWY TO CUSTER RD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	2,800			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,644	cy	$ 8.00	$ 77,156
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	19,289	sy	$ 5.00	$ 96,444
304	10" Concrete Pavement w/ 6" Curb	17,422	sy	$ 50.00	$ 871,111
404	4" Topsoil	8,089	sy	$ 4.50	$ 36,400
504	5" Concrete Sidewalk	56,000	sf	$ 3.75	$ 210,000
604	Moisture Conditioning	19,289	sy	$ 8.00	$ 154,311
704	Street Lighting	2,800	lf	$ 70.00	$ 196,000
				Paving Construction Cost Subtotal:	**$ 1,641,422**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 131,314
√	Traffic Control	Construction Phase Traffic Control	3%	$ 49,243
√	Pavement Markings/Signs		4%	$ 65,657
√	Roadway Drainage	Standard Internal System	25%	$ 410,356
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 82,071
√	Sewer	Minor Adjustments	2%	$ 32,828
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 98,485
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 869,954**

Paving and Allowance Subtotal:		**$ 2,511,376**
Construction Contingency:	15%	$ 376,706
Construction Cost TOTAL:		**$ 2,889,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,889,000**
Engineering/Survey/Testing:		18%	$ 520,020
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 288,900
		Impact Fee Project Cost TOTAL:	**$ 3,698,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-20**
Name:	LYNN STAMBAUGH PKWY	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	PRESTON RD TO COIT RD			
Impact Fee Class:	M4D			
Existing Lanes:	2UD			
Length (lf):	4,860			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	16,740	cy	$ 8.00	$ 133,920
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	33,480	sy	$ 5.00	$ 167,400
302	10" Concrete Pavement w/ 6" Curb	30,240	sy	$ 50.00	$ 1,512,000
402	4" Topsoil	14,040	sy	$ 4.50	$ 63,180
502	5" Concrete Sidewalk	97,200	sf	$ 3.75	$ 364,500
602	Moisture Conditioning	33,480	sy	$ 8.00	$ 267,840
702	Street Lighting	4,860	lf	$ 70.00	$ 340,200
				Paving Construction Cost Subtotal:	**$ 2,849,040**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 227,923
√	Traffic Control	Construction Phase Traffic Control	3%	$ 85,471
√	Pavement Markings/Signs		4%	$ 113,962
√	Roadway Drainage	Standard Internal System	25%	$ 712,260
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 142,452
√	Sewer	Minor Adjustments	2%	$ 56,981
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 170,942
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,509,991**

Paving and Allowance Subtotal:		**$ 4,359,031**
Construction Contingency:	15%	$ 653,855
Construction Cost TOTAL:		**$ 5,013,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 5,013,000**
Engineering/Survey/Testing:		18%	$ 902,340
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 501,300
		Impact Fee Project Cost TOTAL:	**$ 6,417,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-21,7-2**
Name:	SUNSET BLVD	**This project consists of the construction of a new four-lane divided minor arterial.**		
Limits:	ROSELAND PKWY TO CUSTER RD			
Impact Fee Class:	M4D			
Existing Lanes:	XX			
Length (lf):	3,115			
Service Area(s):	4, 7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	10,729	cy	$ 8.00	$ 85,836
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	21,459	sy	$ 5.00	$ 107,294
302	10" Concrete Pavement w/ 6" Curb	19,382	sy	$ 50.00	$ 969,111
402	4" Topsoil	8,999	sy	$ 4.50	$ 40,495
502	5" Concrete Sidewalk	62,300	sf	$ 3.75	$ 233,625
602	Moisture Conditioning	21,459	sy	$ 8.00	$ 171,671
702	Street Lighting	3,115	lf	$ 70.00	$ 218,050
				Paving Construction Cost Subtotal:	**$ 1,826,082**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 146,087
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 73,043
√	Roadway Drainage	Standard Internal System	25%	$ 456,521
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 91,304
√	Sewer	Minor Adjustments	2%	$ 36,522
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 109,565
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 913,041**

Paving and Allowance Subtotal:		**$ 2,739,123**
Construction Contingency:	15%	$ 410,869
Construction Cost TOTAL:		**$ 3,150,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,150,000**
Engineering/Survey/Testing:		18%	$ 567,000
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 630,000
		Impact Fee Project Cost TOTAL:	**$ 4,347,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 4-22
Name:	LYNN STAMBAUGH PKWY	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	FM 455 TO CR 98		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	790		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	2,721	cy	$ 8.00	$ 21,769
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	5,442	sy	$ 5.00	$ 27,211
302	10" Concrete Pavement w/ 6" Curb	4,916	sy	$ 50.00	$ 245,778
402	4" Topsoil	2,282	sy	$ 4.50	$ 10,270
502	5" Concrete Sidewalk	15,800	sf	$ 3.75	$ 59,250
602	Moisture Conditioning	5,442	sy	$ 8.00	$ 43,538
702	Street Lighting	790	lf	$ 70.00	$ 55,300
				Paving Construction Cost Subtotal:	**$ 463,116**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 37,049
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 18,525
√	Roadway Drainage	Standard Internal System	25%	$ 115,779
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 23,156
√	Sewer	Minor Adjustments	2%	$ 9,262
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 27,787
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 231,558**

Paving and Allowance Subtotal:		**$ 694,673**
Construction Contingency:	15%	$ 104,201
Construction Cost TOTAL:		**$ 799,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 799,000**
Engineering/Survey/Testing:		18%	$ 143,820
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 159,800
		Impact Fee Project Cost TOTAL:	**$ 1,103,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-23**
Name:	LYNN STAMBAUGH PKWY	**This project consists of the construction of a new four-lane divided minor arterial.**		
Limits:	CR 98 TO ROSELAND PKWY			
Impact Fee Class:	M4D			
Existing Lanes:	XX			
Length (lf):	2,695			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	9,283	cy	$ 8.00	$ 74,262
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,566	sy	$ 5.00	$ 92,828
302	10" Concrete Pavement w/ 6" Curb	16,769	sy	$ 50.00	$ 838,444
402	4" Topsoil	7,786	sy	$ 4.50	$ 35,035
502	5" Concrete Sidewalk	53,900	sf	$ 3.75	$ 202,125
602	Moisture Conditioning	18,566	sy	$ 8.00	$ 148,524
702	Street Lighting	2,695	lf	$ 70.00	$ 188,650
				Paving Construction Cost Subtotal:	**$ 1,579,869**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 126,390
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 63,195
√	Roadway Drainage	Standard Internal System	25%	$ 394,967
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 78,993
√	Sewer	Minor Adjustments	2%	$ 31,597
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 94,792
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 789,934**

Paving and Allowance Subtotal:		**$ 2,369,803**
Construction Contingency:	15%	$ 355,471
Construction Cost TOTAL:		**$ 2,726,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,726,000**
Engineering/Survey/Testing:		18%	$ 490,680
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 545,200
		Impact Fee Project Cost TOTAL:	**$ 3,762,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-24**
Name:	COIT RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	SUNSET BLVD TO CR 92			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	1,265			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,357	cy	$ 8.00	$ 34,858
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	8,714	sy	$ 5.00	$ 43,572
304	10" Concrete Pavement w/ 6" Curb	7,871	sy	$ 50.00	$ 393,556
404	4" Topsoil	3,654	sy	$ 4.50	$ 16,445
504	5" Concrete Sidewalk	25,300	sf	$ 3.75	$ 94,875
604	Moisture Conditioning	8,714	sy	$ 8.00	$ 69,716
704	Street Lighting	1,265	lf	$ 70.00	$ 88,550
				Paving Construction Cost Subtotal:	**$ 741,571**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 59,326
√	Traffic Control	Construction Phase Traffic Control	3%	$ 22,247
√	Pavement Markings/Signs		4%	$ 29,663
√	Roadway Drainage	Standard Internal System	25%	$ 185,393
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 37,079
√	Sewer	Minor Adjustments	2%	$ 14,831
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 44,494
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 393,033**

Paving and Allowance Subtotal:		**$ 1,134,604**
Construction Contingency:	15%	$ 170,191
Construction Cost TOTAL:		**$ 1,305,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,305,000**
Engineering/Survey/Testing:		18%	$ 234,900
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 130,500
		Impact Fee Project Cost TOTAL:	**$ 1,670,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 4-25
Name:	OUSLEY BLVD	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	PRESTON RD TO FM 455		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	4,120		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	14,191	cy	$ 8.00	$ 113,529
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	28,382	sy	$ 5.00	$ 141,911
304	10" Concrete Pavement w/ 6" Curb	25,636	sy	$ 50.00	$ 1,281,778
404	4" Topsoil	11,902	sy	$ 4.50	$ 53,560
504	5" Concrete Sidewalk	82,400	sf	$ 3.75	$ 309,000
604	Moisture Conditioning	28,382	sy	$ 8.00	$ 227,058
704	Street Lighting	4,120	lf	$ 70.00	$ 288,400
				Paving Construction Cost Subtotal:	**$ 2,415,236**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 193,219
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 96,609
√	Roadway Drainage	Standard Internal System	25%	$ 603,809
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 120,762
√	Sewer	Minor Adjustments	2%	$ 48,305
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 144,914
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,207,618**
			Paving and Allowance Subtotal:	**$ 3,622,853**
			Construction Contingency: 15%	$ 543,428
			Construction Cost TOTAL:	**$ 4,167,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,167,000**
Engineering/Survey/Testing:		18%	$ 750,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 833,400
		Impact Fee Project Cost TOTAL:	**$ 5,750,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-26**
Name:	OUSLEY BLVD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	2242 FT EAST OF COIT RD TO COIT RD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	2,270			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	7,819	cy	$ 8.00	$ 62,551
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	15,638	sy	$ 5.00	$ 78,189
304	10" Concrete Pavement w/ 6" Curb	14,124	sy	$ 50.00	$ 706,222
404	4" Topsoil	6,558	sy	$ 4.50	$ 29,510
504	5" Concrete Sidewalk	45,400	sf	$ 3.75	$ 170,250
604	Moisture Conditioning	15,638	sy	$ 8.00	$ 125,102
704	Street Lighting	2,270	lf	$ 70.00	$ 158,900
				Paving Construction Cost Subtotal:	**$ 1,330,724**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 106,458
√	Traffic Control	Construction Phase Traffic Control	3%	$ 39,922
√	Pavement Markings/Signs		4%	$ 53,229
√	Roadway Drainage	Standard Internal System	25%	$ 332,681
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 66,536
√	Sewer	Minor Adjustments	2%	$ 26,614
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 79,843
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 705,284**

Paving and Allowance Subtotal:		**$ 2,036,008**
Construction Contingency:	15%	$ 305,401
Construction Cost TOTAL:		**$ 2,342,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,342,000**
Engineering/Survey/Testing:		18%	$ 421,560
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 234,200
		Impact Fee Project Cost TOTAL:	**$ 2,998,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-27**
Name:	SUNSET BLVD	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**		
Limits:	PRESTON RD TO COIT RD			
Impact Fee Class:	M4D			
Existing Lanes:	2UD			
Length (lf):	6,335			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	21,821	cy	$ 8.00	$ 174,564
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	43,641	sy	$ 5.00	$ 218,206
302	10" Concrete Pavement w/ 6" Curb	39,418	sy	$ 50.00	$ 1,970,889
402	4" Topsoil	18,301	sy	$ 4.50	$ 82,355
502	5" Concrete Sidewalk	126,700	sf	$ 3.75	$ 475,125
602	Moisture Conditioning	43,641	sy	$ 8.00	$ 349,129
702	Street Lighting	6,335	lf	$ 70.00	$ 443,450
				Paving Construction Cost Subtotal:	**$ 3,713,718**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 297,097
√	Traffic Control	Construction Phase Traffic Control	3%	$ 111,412
√	Pavement Markings/Signs		4%	$ 148,549
√	Roadway Drainage	Standard Internal System	25%	$ 928,429
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 185,686
√	Sewer	Minor Adjustments	2%	$ 74,274
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 222,823
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,968,270**

Paving and Allowance Subtotal:		**$ 5,681,988**
Construction Contingency:	15%	$ 852,298
Construction Cost TOTAL:		**$ 6,535,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 6,535,000**
Engineering/Survey/Testing:		18%	$ 1,176,300
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 653,500
		Impact Fee Project Cost TOTAL:	**$ 8,365,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-28,7-3**
Name:	GLENDENNING PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	PRESTON RD TO 1178 EAST OF PRESTON RD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,160		
Service Area(s):	4, 7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,996	cy	$ 8.00	$ 31,964
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	7,991	sy	$ 5.00	$ 39,956
304	10" Concrete Pavement w/ 6" Curb	7,218	sy	$ 50.00	$ 360,889
404	4" Topsoil	3,351	sy	$ 4.50	$ 15,080
504	5" Concrete Sidewalk	23,200	sf	$ 3.75	$ 87,000
604	Moisture Conditioning	7,991	sy	$ 8.00	$ 63,929
704	Street Lighting	1,160	lf	$ 70.00	$ 81,200
				Paving Construction Cost Subtotal:	**$ 680,018**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 54,401
√	Traffic Control	Construction Phase Traffic Control	3%	$ 20,401
√	Pavement Markings/Signs		4%	$ 27,201
√	Roadway Drainage	Standard Internal System	25%	$ 170,004
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 34,001
√	Sewer	Minor Adjustments	2%	$ 13,600
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 40,801
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 360,409**

Paving and Allowance Subtotal:		**$ 1,040,427**
Construction Contingency:	15%	$ 156,064
Construction Cost TOTAL:		**$ 1,197,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,197,000**
Engineering/Survey/Testing:		18%	$ 215,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 119,700
		Impact Fee Project Cost TOTAL:	**$ 1,532,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**3-55,4-29**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	ROBINSON DR TO GA MOORE PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,585			
Service Area(s):	3, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	8,904	cy	$ 8.00	$ 71,231
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	17,808	sy	$ 5.00	$ 89,039
304	10" Concrete Pavement w/ 6" Curb	16,084	sy	$ 50.00	$ 804,222
404	4" Topsoil	7,468	sy	$ 4.50	$ 33,605
504	5" Concrete Sidewalk	51,700	sf	$ 3.75	$ 193,875
604	Moisture Conditioning	17,808	sy	$ 8.00	$ 142,462
704	Street Lighting	2,585	lf	$ 70.00	$ 180,950
				Paving Construction Cost Subtotal:	**$ 1,515,384**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 121,231
√	Traffic Control	Construction Phase Traffic Control	3%	$ 45,462
√	Pavement Markings/Signs		4%	$ 60,615
√	Roadway Drainage	Standard Internal System	25%	$ 378,846
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 75,769
√	Sewer	Minor Adjustments	2%	$ 30,308
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 90,923
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 803,154**

Paving and Allowance Subtotal:		**$ 2,318,538**
Construction Contingency:	15%	$ 347,781
Construction Cost TOTAL:		**$ 2,667,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,667,000**
Engineering/Survey/Testing:		18%	$ 480,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 266,700
		Impact Fee Project Cost TOTAL:	**$ 3,414,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**3-56,4-30**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	GA MOORE PKWY TO MASSEY DR			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,640			
Service Area(s):	3, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,093	cy	$ 8.00	$ 72,747
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,187	sy	$ 5.00	$ 90,933
304	10" Concrete Pavement w/ 6" Curb	16,427	sy	$ 50.00	$ 821,333
404	4" Topsoil	7,627	sy	$ 4.50	$ 34,320
504	5" Concrete Sidewalk	52,800	sf	$ 3.75	$ 198,000
604	Moisture Conditioning	18,187	sy	$ 8.00	$ 145,493
704	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 1,547,627**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 123,810
√	Traffic Control	Construction Phase Traffic Control	3%	$ 46,429
√	Pavement Markings/Signs		4%	$ 61,905
√	Roadway Drainage	Standard Internal System	25%	$ 386,907
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 77,381
√	Sewer	Minor Adjustments	2%	$ 30,953
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 92,858
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 820,242**

Paving and Allowance Subtotal:		**$ 2,367,869**
Construction Contingency:	15%	$ 355,180
Construction Cost TOTAL:		**$ 2,724,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,724,000**
Engineering/Survey/Testing:		18%	$ 490,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 272,400
		Impact Fee Project Cost TOTAL:	**$ 3,487,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 3-57,4-31
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	MASSEY DR TO J FRED SMITH PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	4D		
Length (lf):	5,280		
Service Area(s):	3, 4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	18,187	cy	$ 8.00	$ 145,493
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	36,373	sy	$ 5.00	$ 181,867
304	10" Concrete Pavement w/ 6" Curb	32,853	sy	$ 50.00	$ 1,642,667
404	4" Topsoil	15,253	sy	$ 4.50	$ 68,640
504	5" Concrete Sidewalk	105,600	sf	$ 3.75	$ 396,000
604	Moisture Conditioning	36,373	sy	$ 8.00	$ 290,987
704	Street Lighting	5,280	lf	$ 70.00	$ 369,600
				Paving Construction Cost Subtotal:	**$ 3,095,253**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 247,620
√	Traffic Control	Construction Phase Traffic Control	3%	$ 92,858
√	Pavement Markings/Signs		4%	$ 123,810
√	Roadway Drainage	Standard Internal System	25%	$ 773,813
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 154,763
√	Sewer	Minor Adjustments	2%	$ 61,905
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 185,715
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,640,484**

Paving and Allowance Subtotal:		**$ 4,735,738**
Construction Contingency:	15%	$ 710,361
Construction Cost TOTAL:		**$ 5,447,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 5,447,000**
Engineering/Survey/Testing:		18%	$ 980,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 544,700
		Impact Fee Project Cost TOTAL:	**$ 6,972,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**3-58,4-32**
Name:	PRESTON RD		
Limits:	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	4D		
Length (lf):	2,695		
Service Area(s):	3, 4		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,283	cy	$ 8.00	$ 74,262
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,566	sy	$ 5.00	$ 92,828
304	10" Concrete Pavement w/ 6" Curb	16,769	sy	$ 50.00	$ 838,444
404	4" Topsoil	7,786	sy	$ 4.50	$ 35,035
504	5" Concrete Sidewalk	53,900	sf	$ 3.75	$ 202,125
604	Moisture Conditioning	18,566	sy	$ 8.00	$ 148,524
704	Street Lighting	2,695	lf	$ 70.00	$ 188,650
				Paving Construction Cost Subtotal:	**$ 1,579,869**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 126,390
√	Traffic Control	Construction Phase Traffic Control	3%	$ 47,396
√	Pavement Markings/Signs		4%	$ 63,195
√	Roadway Drainage	Standard Internal System	25%	$ 394,967
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 78,993
√	Sewer	Minor Adjustments	2%	$ 31,597
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 94,792
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 837,331**

Paving and Allowance Subtotal:		**$ 2,417,199**
Construction Contingency:	15%	$ 362,580
Construction Cost TOTAL:		**$ 2,780,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,780,000**
Engineering/Survey/Testing:		18%	$ 500,400
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 278,000
		Impact Fee Project Cost TOTAL:	**$ 3,558,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**3-59,4-33**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	LYNN STAMBAUGH PKWY TO FM 455			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	1,795			
Service Area(s):	3, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,183	cy	$ 8.00	$ 49,462
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	12,366	sy	$ 5.00	$ 61,828
304	10" Concrete Pavement w/ 6" Curb	11,169	sy	$ 50.00	$ 558,444
404	4" Topsoil	5,186	sy	$ 4.50	$ 23,335
504	5" Concrete Sidewalk	35,900	sf	$ 3.75	$ 134,625
604	Moisture Conditioning	12,366	sy	$ 8.00	$ 98,924
704	Street Lighting	1,795	lf	$ 70.00	$ 125,650
				Paving Construction Cost Subtotal:	**$ 1,052,269**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 84,182
√	Traffic Control	Construction Phase Traffic Control	3%	$ 31,568
√	Pavement Markings/Signs		4%	$ 42,091
√	Roadway Drainage	Standard Internal System	25%	$ 263,067
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 52,613
√	Sewer	Minor Adjustments	2%	$ 21,045
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 63,136
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 557,703**

Paving and Allowance Subtotal:		**$ 1,609,971**
Construction Contingency:	15%	$ 241,496
Construction Cost TOTAL:		**$ 1,852,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,852,000**
Engineering/Survey/Testing:		18%	$ 333,360
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 185,200
		Impact Fee Project Cost TOTAL:	**$ 2,371,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**3-60,4-34**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	FM 455 TO ASH ST			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,005			
Service Area(s):	3, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,906	cy	$ 8.00	$ 55,249
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,812	sy	$ 5.00	$ 69,061
304	10" Concrete Pavement w/ 6" Curb	12,476	sy	$ 50.00	$ 623,778
404	4" Topsoil	5,792	sy	$ 4.50	$ 26,065
504	5" Concrete Sidewalk	40,100	sf	$ 3.75	$ 150,375
604	Moisture Conditioning	13,812	sy	$ 8.00	$ 110,498
704	Street Lighting	2,005	lf	$ 70.00	$ 140,350
				Paving Construction Cost Subtotal:	**$ 1,175,376**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 94,030
√	Traffic Control	Construction Phase Traffic Control	3%	$ 35,261
√	Pavement Markings/Signs		4%	$ 47,015
√	Roadway Drainage	Standard Internal System	25%	$ 293,844
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 58,769
√	Sewer	Minor Adjustments	2%	$ 23,508
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 70,523
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,122,949**

Paving and Allowance Subtotal:		**$ 2,298,325**
Construction Contingency:	15%	$ 344,749
Construction Cost TOTAL:		**$ 2,644,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,644,000**
Engineering/Survey/Testing:		18%	$ 475,920
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 264,400
		Impact Fee Project Cost TOTAL:	**$ 3,384,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**3-61,4-35**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	ASH ST TO SUNSET BLVD			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	1,900			
Service Area(s):	3, 4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,544	cy	$ 8.00	$ 52,356
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,089	sy	$ 5.00	$ 65,444
304	10" Concrete Pavement w/ 6" Curb	11,822	sy	$ 50.00	$ 591,111
404	4" Topsoil	5,489	sy	$ 4.50	$ 24,700
504	5" Concrete Sidewalk	38,000	sf	$ 3.75	$ 142,500
604	Moisture Conditioning	13,089	sy	$ 8.00	$ 104,711
704	Street Lighting	1,900	lf	$ 70.00	$ 133,000
				Paving Construction Cost Subtotal:	**$ 1,113,822**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 89,106
√	Traffic Control	Construction Phase Traffic Control	3%	$ 33,415
√	Pavement Markings/Signs		4%	$ 44,553
√	Roadway Drainage	Standard Internal System	25%	$ 278,456
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 55,691
√	Sewer	Minor Adjustments	2%	$ 22,276
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 66,829
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 590,326**

Paving and Allowance Subtotal:		**$ 1,704,148**
Construction Contingency:	15%	$ 255,622
Construction Cost TOTAL:		**$ 1,960,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,960,000**
Engineering/Survey/Testing:		18%	$ 352,800
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 196,000
		Impact Fee Project Cost TOTAL:	**$ 2,509,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 3-62,4-36
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	SUNSET BLVD TO GLENDENNING PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	4D		
Length (lf):	3,380		
Service Area(s):	3, 4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	11,642	cy	$ 8.00	$ 93,138
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	23,284	sy	$ 5.00	$ 116,422
304	10" Concrete Pavement w/ 6" Curb	21,031	sy	$ 50.00	$ 1,051,556
404	4" Topsoil	9,764	sy	$ 4.50	$ 43,940
504	5" Concrete Sidewalk	67,600	sf	$ 3.75	$ 253,500
604	Moisture Conditioning	23,284	sy	$ 8.00	$ 186,276
704	Street Lighting	3,380	lf	$ 70.00	$ 236,600
				Paving Construction Cost Subtotal:	**$ 1,981,431**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 158,514
√	Traffic Control	Construction Phase Traffic Control	3%	$ 59,443
√	Pavement Markings/Signs		4%	$ 79,257
√	Roadway Drainage	Standard Internal System	25%	$ 495,358
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 99,072
√	Sewer	Minor Adjustments	2%	$ 39,629
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 118,886
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,050,158**

Paving and Allowance Subtotal:		**$ 3,031,590**
Construction Contingency:	15%	$ 454,738
Construction Cost TOTAL:		**$ 3,487,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,487,000**
Engineering/Survey/Testing:		18%	$ 627,660
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 348,700
		Impact Fee Project Cost TOTAL:	**$ 4,463,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 4-37
Name:	COIT RD	**This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.**	
Limits:	ROBINSON DR TO GA MOORE PKWY		
Impact Fee Class:	M4D		
Existing Lanes:	2UD		
Length (lf):	2,585		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	8,904	cy	$ 8.00	$ 71,231
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	17,808	sy	$ 5.00	$ 89,039
302	10" Concrete Pavement w/ 6" Curb	16,084	sy	$ 50.00	$ 804,222
402	4" Topsoil	7,468	sy	$ 4.50	$ 33,605
502	5" Concrete Sidewalk	51,700	sf	$ 3.75	$ 193,875
602	Moisture Conditioning	17,808	sy	$ 8.00	$ 142,462
702	Street Lighting	2,585	lf	$ 70.00	$ 180,950
				Paving Construction Cost Subtotal:	**$ 1,515,384**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 121,231
√	Traffic Control	Construction Phase Traffic Control	3%	$ 45,462
√	Pavement Markings/Signs		4%	$ 60,615
√	Roadway Drainage	Standard Internal System	25%	$ 378,846
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 75,769
√	Sewer	Minor Adjustments	2%	$ 30,308
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 90,923
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 803,154**

Paving and Allowance Subtotal:		**$ 2,318,538**
Construction Contingency:	15%	$ 347,781
Construction Cost TOTAL:		**$ 2,667,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,667,000**
Engineering/Survey/Testing:		18%	$ 480,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 266,700
		Impact Fee Project Cost TOTAL:	**$ 3,414,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-38**
Name:	COIT RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	GA MOORE PKWY TO MASSEY DR			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	2,640			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,093	cy	$ 8.00	$ 72,747
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,187	sy	$ 5.00	$ 90,933
304	10" Concrete Pavement w/ 6" Curb	16,427	sy	$ 50.00	$ 821,333
404	4" Topsoil	7,627	sy	$ 4.50	$ 34,320
504	5" Concrete Sidewalk	52,800	sf	$ 3.75	$ 198,000
604	Moisture Conditioning	18,187	sy	$ 8.00	$ 145,493
704	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 1,547,627**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 123,810
√	Traffic Control	Construction Phase Traffic Control	3%	$ 46,429
√	Pavement Markings/Signs		4%	$ 61,905
√	Roadway Drainage	Standard Internal System	25%	$ 386,907
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 77,381
√	Sewer	Minor Adjustments	2%	$ 30,953
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 92,858
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 820,242**

Paving and Allowance Subtotal:		**$ 2,367,869**
Construction Contingency:	15%	$ 355,180
Construction Cost TOTAL:		**$ 2,724,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,724,000**
Engineering/Survey/Testing:		18%	$ 490,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 272,400
		Impact Fee Project Cost TOTAL:	**$ 3,487,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-39**
Name:	COIT RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	MASSEY DR TO J FRED SMITH PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	5,335			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	18,376	cy	$ 8.00	$ 147,009
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	36,752	sy	$ 5.00	$ 183,761
304	10" Concrete Pavement w/ 6" Curb	33,196	sy	$ 50.00	$ 1,659,778
404	4" Topsoil	15,412	sy	$ 4.50	$ 69,355
504	5" Concrete Sidewalk	106,700	sf	$ 3.75	$ 400,125
604	Moisture Conditioning	36,752	sy	$ 8.00	$ 294,018
704	Street Lighting	5,335	lf	$ 70.00	$ 373,450
				Paving Construction Cost Subtotal:	**$ 3,127,496**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 250,200
√	Traffic Control	Construction Phase Traffic Control	3%	$ 93,825
√	Pavement Markings/Signs		4%	$ 125,100
√	Roadway Drainage	Standard Internal System	25%	$ 781,874
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 156,375
√	Sewer	Minor Adjustments	2%	$ 62,550
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 187,650
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,657,573**

Paving and Allowance Subtotal:		**$ 4,785,068**
Construction Contingency:	15%	$ 717,760
Construction Cost TOTAL:		**$ 5,503,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 5,503,000**
Engineering/Survey/Testing:		18%	$ 990,540
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 550,300
		Impact Fee Project Cost TOTAL:	**$ 7,044,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-40**
Name:	COIT RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	2,640		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,093	cy	$ 8.00	$ 72,747
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,187	sy	$ 5.00	$ 90,933
304	10" Concrete Pavement w/ 6" Curb	16,427	sy	$ 50.00	$ 821,333
404	4" Topsoil	7,627	sy	$ 4.50	$ 34,320
504	5" Concrete Sidewalk	52,800	sf	$ 3.75	$ 198,000
604	Moisture Conditioning	18,187	sy	$ 8.00	$ 145,493
704	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 1,547,627**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 123,810
√	Traffic Control	Construction Phase Traffic Control	3%	$ 46,429
√	Pavement Markings/Signs		4%	$ 61,905
√	Roadway Drainage	Standard Internal System	25%	$ 386,907
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 77,381
√	Sewer	Minor Adjustments	2%	$ 30,953
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 92,858
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 820,242**

Paving and Allowance Subtotal:		**$ 2,367,869**
Construction Contingency:	15%	$ 355,180
Construction Cost TOTAL:		**$ 2,724,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,724,000**
Engineering/Survey/Testing:		18%	$ 490,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 272,400
		Impact Fee Project Cost TOTAL:	**$ 3,487,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-41**
Name:	SA4_RD4	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	SUNSET BLVD TO GLENDENNING PKWY			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	2,640			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	3,911	cy	$ 8.00	$ 31,289
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	11,733	sy	$ 5.00	$ 58,667
301	9" Concrete Pavement w/ 6" Curb	7,920	sy	$ 40.00	$ 316,800
401	4" Topsoil	4,400	sy	$ 4.50	$ 19,800
501	5" Concrete Sidewalk	42,240	sf	$ 3.75	$ 158,400
601	Moisture Conditioning	11,733	sy	$ 8.00	$ 93,867
701	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 863,622**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 69,090
√	Traffic Control	Construction Phase Traffic Control	3%	$ 25,909
√	Pavement Markings/Signs		4%	$ 34,545
√	Roadway Drainage	Standard Internal System	25%	$ 215,906
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 43,181
√	Sewer	Minor Adjustments	2%	$ 17,272
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 51,817
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 457,720**
			Paving and Allowance Subtotal:	**$ 1,321,342**
			Construction Contingency: 15%	$ 198,201
			Construction Cost TOTAL:	**$ 1,520,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,520,000**
Engineering/Survey/Testing:		18%	$ 273,600
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 152,000
		Impact Fee Project Cost TOTAL:	**$ 1,946,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-42**
Name:	COIT RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1261 FT SOUTH OF OUSLEY BLVD TO SUNSET BLVD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,425		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,908	cy	$ 8.00	$ 39,267
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	9,817	sy	$ 5.00	$ 49,083
304	10" Concrete Pavement w/ 6" Curb	8,867	sy	$ 50.00	$ 443,333
404	4" Topsoil	4,117	sy	$ 4.50	$ 18,525
504	5" Concrete Sidewalk	28,500	sf	$ 3.75	$ 106,875
604	Moisture Conditioning	9,817	sy	$ 8.00	$ 78,533
704	Street Lighting	1,425	lf	$ 70.00	$ 99,750
				Paving Construction Cost Subtotal:	**$ 835,367**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 66,829
√	Traffic Control	Construction Phase Traffic Control	3%	$ 25,061
√	Pavement Markings/Signs		4%	$ 33,415
√	Roadway Drainage	Standard Internal System	25%	$ 208,842
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 41,768
√	Sewer	Minor Adjustments	2%	$ 16,707
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 50,122
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 442,744**

Paving and Allowance Subtotal:		**$ 1,278,111**
Construction Contingency:	15%	$ 191,717
Construction Cost TOTAL:		**$ 1,470,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,470,000**
Engineering/Survey/Testing:		18%	$ 264,600
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 147,000
		Impact Fee Project Cost TOTAL:	**$ 1,882,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-43**
Name:	SA4_RD3	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**	
Limits:	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY		
Impact Fee Class:	C2U		
Existing Lanes:	2UD		
Length (lf):	2,850		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	4,222	cy	$ 8.00	$ 33,778
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	12,667	sy	$ 5.00	$ 63,333
301	9" Concrete Pavement w/ 6" Curb	8,550	sy	$ 40.00	$ 342,000
401	4" Topsoil	4,750	sy	$ 4.50	$ 21,375
501	5" Concrete Sidewalk	45,600	sf	$ 3.75	$ 171,000
601	Moisture Conditioning	12,667	sy	$ 8.00	$ 101,333
701	Street Lighting	2,850	lf	$ 70.00	$ 199,500
				Paving Construction Cost Subtotal:	**$ 932,319**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 74,586
√	Traffic Control	Construction Phase Traffic Control	3%	$ 27,970
√	Pavement Markings/Signs		4%	$ 37,293
√	Roadway Drainage	Standard Internal System	25%	$ 233,080
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 46,616
√	Sewer	Minor Adjustments	2%	$ 18,646
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 55,939
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 494,129**

Paving and Allowance Subtotal:		**$ 1,426,449**
Construction Contingency:	15%	$ 213,967
Construction Cost TOTAL:		**$ 1,641,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,641,000**
Engineering/Survey/Testing:		18%	$ 295,380
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 164,100
		Impact Fee Project Cost TOTAL:	**$ 2,100,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-44**
Name:	FM 455	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	PRESTON RD TO OUSLEY BLVD			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	2,060			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	3,052	cy	$ 8.00	$ 24,415
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	9,156	sy	$ 5.00	$ 45,778
301	9" Concrete Pavement w/ 6" Curb	6,180	sy	$ 40.00	$ 247,200
401	4" Topsoil	3,433	sy	$ 4.50	$ 15,450
501	5" Concrete Sidewalk	32,960	sf	$ 3.75	$ 123,600
601	Moisture Conditioning	9,156	sy	$ 8.00	$ 73,244
701	Street Lighting	2,060	lf	$ 70.00	$ 144,200
				Paving Construction Cost Subtotal:	**$ 673,887**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 53,911
√	Traffic Control	Construction Phase Traffic Control	3%	$ 20,217
√	Pavement Markings/Signs		4%	$ 26,955
√	Roadway Drainage	Standard Internal System	25%	$ 168,472
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 33,694
√	Sewer	Minor Adjustments	2%	$ 13,478
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 40,433
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 357,160**
			Paving and Allowance Subtotal:	**$ 1,031,047**
			Construction Contingency: 15%	$ 154,657
			Construction Cost TOTAL:	**$ 1,186,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,186,000**
Engineering/Survey/Testing:		18%	$ 213,480
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 118,600
		Impact Fee Project Cost TOTAL:	**$ 1,518,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-45**
Name:	McILROY DR		
Limits:	GA MOORE PKWY TO 1959 FT NORTH OF GA MOORE PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,955		
Service Area(s):	4		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,734	cy	$ 8.00	$ 53,871
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,468	sy	$ 5.00	$ 67,339
304	10" Concrete Pavement w/ 6" Curb	12,164	sy	$ 50.00	$ 608,222
404	4" Topsoil	5,648	sy	$ 4.50	$ 25,415
504	5" Concrete Sidewalk	39,100	sf	$ 3.75	$ 146,625
604	Moisture Conditioning	13,468	sy	$ 8.00	$ 107,742
704	Street Lighting	1,955	lf	$ 70.00	$ 136,850
				Paving Construction Cost Subtotal:	**$ 1,146,064**

Major Construction Component Allowances**:

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 91,685
√	Traffic Control	Construction Phase Traffic Control	3%	$ 34,382
√	Pavement Markings/Signs		4%	$ 45,843
√	Roadway Drainage	Standard Internal System	25%	$ 286,516
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 57,303
√	Sewer	Minor Adjustments	2%	$ 22,921
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 68,764
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 607,414**
			Paving and Allowance Subtotal:	**$ 1,753,479**
			Construction Contingency: 15%	$ 263,022
			Construction Cost TOTAL:	**$ 2,017,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,017,000**
Engineering/Survey/Testing:		18%	$ 363,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 201,700
		Impact Fee Project Cost TOTAL:	**$ 2,582,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-46**
Name:	ROSELAND PKWY	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	1,585		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	2,348	cy	$ 8.00	$ 18,785
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	7,044	sy	$ 5.00	$ 35,222
301	9" Concrete Pavement w/ 6" Curb	4,755	sy	$ 40.00	$ 190,200
401	4" Topsoil	2,642	sy	$ 4.50	$ 11,888
501	5" Concrete Sidewalk	25,360	sf	$ 3.75	$ 95,100
601	Moisture Conditioning	7,044	sy	$ 8.00	$ 56,356
701	Street Lighting	1,585	lf	$ 70.00	$ 110,950
				Paving Construction Cost Subtotal:	**$ 518,500**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 41,480
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 20,740
√	Roadway Drainage	Standard Internal System	25%	$ 129,625
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 25,925
√	Sewer	Minor Adjustments	2%	$ 10,370
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 31,110
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 259,250**

Paving and Allowance Subtotal:		**$ 777,751**
Construction Contingency:	15%	$ 116,663
Construction Cost TOTAL:		**$ 895,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 895,000**
Engineering/Survey/Testing:		18%	$ 161,100
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 179,000
		Impact Fee Project Cost TOTAL:	**$ 1,235,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-47**
Name:	ROSELAND PKWY	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	1329 FT SOUTH OF OUSLEY BLVD TO 2832 FT SOUTH OF OUSLEY BLVD		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	1,110		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,644	cy	$ 8.00	$ 13,156
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	4,933	sy	$ 5.00	$ 24,667
301	9" Concrete Pavement w/ 6" Curb	3,330	sy	$ 40.00	$ 133,200
401	4" Topsoil	1,850	sy	$ 4.50	$ 8,325
501	5" Concrete Sidewalk	17,760	sf	$ 3.75	$ 66,600
601	Moisture Conditioning	4,933	sy	$ 8.00	$ 39,467
701	Street Lighting	1,110	lf	$ 70.00	$ 77,700
				Paving Construction Cost Subtotal:	**$ 363,114**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 29,049
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 14,525
√	Roadway Drainage	Standard Internal System	25%	$ 90,778
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 18,156
√	Sewer	Minor Adjustments	2%	$ 7,262
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 21,787
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 181,557**

Paving and Allowance Subtotal:		**$ 544,671**
Construction Contingency:	15%	$ 81,701
Construction Cost TOTAL:		**$ 627,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 627,000**
Engineering/Survey/Testing:		18%	$ 112,860
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 125,400
		Impact Fee Project Cost TOTAL:	**$ 865,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-48**
Name:	ROSELAND PKWY	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	1848 FT NORTH OF SUNSET BLVD TO SUNSET BLVD		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	1,850		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	2,741	cy	$ 8.00	$ 21,926
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	8,222	sy	$ 5.00	$ 41,111
301	9" Concrete Pavement w/ 6" Curb	5,550	sy	$ 40.00	$ 222,000
401	4" Topsoil	3,083	sy	$ 4.50	$ 13,875
501	5" Concrete Sidewalk	29,600	sf	$ 3.75	$ 111,000
601	Moisture Conditioning	8,222	sy	$ 8.00	$ 65,778
701	Street Lighting	1,850	lf	$ 70.00	$ 129,500
				Paving Construction Cost Subtotal:	**$ 605,190**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 48,415
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 24,208
√	Roadway Drainage	Standard Internal System	25%	$ 151,297
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 30,259
√	Sewer	Minor Adjustments	2%	$ 12,104
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 36,311
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 302,595**
			Paving and Allowance Subtotal:	**$ 907,785**
			Construction Contingency: 15%	$ 136,168
			Construction Cost TOTAL:	**$ 1,044,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,044,000**
Engineering/Survey/Testing:		18%	$ 187,920
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 208,800
		Impact Fee Project Cost TOTAL:	**$ 1,441,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-49**
Name:	CUSTER RD	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**	
Limits:	1150 FT SOUTH OF GA MOORE PKWY TO SA4_RD1		
Impact Fee Class:	C2U		
Existing Lanes:	2UD		
Length (lf):	900		
Service Area(s):	4		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,333	cy	$ 8.00	$ 10,667
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	4,000	sy	$ 5.00	$ 20,000
301	9" Concrete Pavement w/ 6" Curb	2,700	sy	$ 40.00	$ 108,000
401	4" Topsoil	1,500	sy	$ 4.50	$ 6,750
501	5" Concrete Sidewalk	14,400	sf	$ 3.75	$ 54,000
601	Moisture Conditioning	4,000	sy	$ 8.00	$ 32,000
701	Street Lighting	900	lf	$ 70.00	$ 63,000
				Paving Construction Cost Subtotal:	**$ 294,417**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 23,553
√	Traffic Control	Construction Phase Traffic Control	3%	$ 8,833
√	Pavement Markings/Signs		4%	$ 11,777
√	Roadway Drainage	Standard Internal System	25%	$ 73,604
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 14,721
√	Sewer	Minor Adjustments	2%	$ 5,888
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 17,665
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 156,041**

Paving and Allowance Subtotal:		**$ 450,458**
Construction Contingency:	15%	$ 67,569
Construction Cost TOTAL:		**$ 519,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 519,000**
Engineering/Survey/Testing:		18%	$ 93,420
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 51,900
		Impact Fee Project Cost TOTAL:	**$ 664,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-50**
Name:	CUSTER RD	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	MCILROY DR TO SA4_RD1			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	1,425			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	2,111	cy	$ 8.00	$ 16,889
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	6,333	sy	$ 5.00	$ 31,667
301	9" Concrete Pavement w/ 6" Curb	4,275	sy	$ 40.00	$ 171,000
401	4" Topsoil	2,375	sy	$ 4.50	$ 10,688
501	5" Concrete Sidewalk	22,800	sf	$ 3.75	$ 85,500
601	Moisture Conditioning	6,333	sy	$ 8.00	$ 50,667
701	Street Lighting	1,425	lf	$ 70.00	$ 99,750
				Paving Construction Cost Subtotal:	**$ 466,160**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 37,293
√	Traffic Control	Construction Phase Traffic Control	3%	$ 13,985
√	Pavement Markings/Signs		4%	$ 18,646
√	Roadway Drainage	Standard Internal System	25%	$ 116,540
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 23,308
√	Sewer	Minor Adjustments	2%	$ 9,323
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 27,970
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 247,065**

Paving and Allowance Subtotal:		**$ 713,224**
Construction Contingency:	15%	$ 106,984
Construction Cost TOTAL:		**$ 821,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 821,000**
Engineering/Survey/Testing:		18%	$ 147,780
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 82,100
		Impact Fee Project Cost TOTAL:	**$ 1,051,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-51**
Name:	CUSTER RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	SA4_RD2 TO J FRED SMITH PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	2,005			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,906	cy	$ 8.00	$ 55,249
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,812	sy	$ 5.00	$ 69,061
304	10" Concrete Pavement w/ 6" Curb	12,476	sy	$ 50.00	$ 623,778
404	4" Topsoil	5,792	sy	$ 4.50	$ 26,065
504	5" Concrete Sidewalk	40,100	sf	$ 3.75	$ 150,375
604	Moisture Conditioning	13,812	sy	$ 8.00	$ 110,498
704	Street Lighting	2,005	lf	$ 70.00	$ 140,350
				Paving Construction Cost Subtotal:	**$ 1,175,376**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 94,030
√	Traffic Control	Construction Phase Traffic Control	3%	$ 35,261
√	Pavement Markings/Signs		4%	$ 47,015
√	Roadway Drainage	Standard Internal System	25%	$ 293,844
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 58,769
√	Sewer	Minor Adjustments	2%	$ 23,508
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 70,523
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 622,949**

Paving and Allowance Subtotal:		**$ 1,798,325**
Construction Contingency:	15%	$ 269,749
Construction Cost TOTAL:		**$ 2,069,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,069,000**
Engineering/Survey/Testing:		18%	$ 372,420
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 206,900
		Impact Fee Project Cost TOTAL:	**$ 2,648,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-52**
Name:	CUSTER RD		
Limits:	J FRED SMITH PKWY TO 1190 FT SOUTH OF J FRED SMITH PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	1,215		
Service Area(s):	4		

This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,185	cy	$ 8.00	$ 33,480
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	8,370	sy	$ 5.00	$ 41,850
304	10" Concrete Pavement w/ 6" Curb	7,560	sy	$ 50.00	$ 378,000
404	4" Topsoil	3,510	sy	$ 4.50	$ 15,795
504	5" Concrete Sidewalk	24,300	sf	$ 3.75	$ 91,125
604	Moisture Conditioning	8,370	sy	$ 8.00	$ 66,960
704	Street Lighting	1,215	lf	$ 70.00	$ 85,050
				Paving Construction Cost Subtotal:	**$ 712,260**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 56,981
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 28,490
√	Roadway Drainage	Standard Internal System	25%	$ 178,065
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 35,613
√	Sewer	Minor Adjustments	2%	$ 14,245
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 42,736
	Other:		-	$ -
	**Allowances based on % of Paving Construction Cost Subtotal		**Allowance Subtotal:**	**$ 356,130**
			Paving and Allowance Subtotal:	**$ 1,068,390**
			Construction Contingency: 15%	$ 160,259
			Construction Cost TOTAL:	**$ 1,229,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,229,000**
Engineering/Survey/Testing:		18%	$ 221,220
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 245,800
		Impact Fee Project Cost TOTAL:	**$ 1,696,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-53**
Name:	PETERMAN PARKWAY		
Limits:	2677 FT NORTH OF J FRED SMITH PKWY TO J FRED SMITH PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	2,695		
Service Area(s):	4		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,283	cy	$ 8.00	$ 74,262
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,566	sy	$ 5.00	$ 92,828
304	10" Concrete Pavement w/ 6" Curb	16,769	sy	$ 50.00	$ 838,444
404	4" Topsoil	7,786	sy	$ 4.50	$ 35,035
504	5" Concrete Sidewalk	53,900	sf	$ 3.75	$ 202,125
604	Moisture Conditioning	18,566	sy	$ 8.00	$ 148,524
704	Street Lighting	2,695	lf	$ 70.00	$ 188,650
				Paving Construction Cost Subtotal:	**$ 1,579,869**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 126,390
√	Traffic Control	Construction Phase Traffic Control	3%	$ 47,396
√	Pavement Markings/Signs		4%	$ 63,195
√	Roadway Drainage	Standard Internal System	25%	$ 394,967
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 78,993
√	Sewer	Minor Adjustments	2%	$ 31,597
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 94,792
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 837,331**

Paving and Allowance Subtotal:		**$ 2,417,199**
Construction Contingency:	15%	$ 362,580
Construction Cost TOTAL:		**$ 2,780,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,780,000**
Engineering/Survey/Testing:		18%	$ 500,400
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 278,000
		Impact Fee Project Cost TOTAL:	**$ 3,558,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-54,7-1**
Name:	SUNSET BLVD	**This project consists of the construction of a new four-lane divided minor arterial.**		
Limits:	COIT RD TO ROSELAND PKWY			
Impact Fee Class:	M4D			
Existing Lanes:	XX			
Length (lf):	6,285			
Service Area(s):	4, 7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	21,648	cy	$ 8.00	$ 173,187
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	43,297	sy	$ 5.00	$ 216,483
302	10" Concrete Pavement w/ 6" Curb	39,107	sy	$ 50.00	$ 1,955,333
402	4" Topsoil	18,157	sy	$ 4.50	$ 81,705
502	5" Concrete Sidewalk	125,700	sf	$ 3.75	$ 471,375
602	Moisture Conditioning	43,297	sy	$ 8.00	$ 346,373
702	Street Lighting	6,285	lf	$ 70.00	$ 439,950
				Paving Construction Cost Subtotal:	**$ 3,684,407**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 294,753
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 147,376
√	Roadway Drainage	Standard Internal System	25%	$ 921,102
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 184,220
√	Sewer	Minor Adjustments	2%	$ 73,688
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 221,064
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 2,342,203**
			Paving and Allowance Subtotal:	**$ 6,026,610**
			Construction Contingency: 15%	$ 903,992
			Construction Cost TOTAL:	**$ 6,931,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 6,931,000**
Engineering/Survey/Testing:		18%	$ 1,247,580
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 1,386,200
		Impact Fee Project Cost TOTAL:	**$ 9,565,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-55**
Name:	SUNSET BLVD	**This project consists of the construction of a new four-lane divided minor arterial.**		
Limits:	CUSTER RD TO PETERMAN PKWY			
Impact Fee Class:	M4D			
Existing Lanes:	XX			
Length (lf):	5,545			
Service Area(s):	4			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	19,099	cy	$ 8.00	$ 152,796
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	38,199	sy	$ 5.00	$ 190,994
302	10" Concrete Pavement w/ 6" Curb	34,502	sy	$ 50.00	$ 1,725,111
402	4" Topsoil	16,019	sy	$ 4.50	$ 72,085
502	5" Concrete Sidewalk	110,900	sf	$ 3.75	$ 415,875
602	Moisture Conditioning	38,199	sy	$ 8.00	$ 305,591
702	Street Lighting	5,545	lf	$ 70.00	$ 388,150
				Paving Construction Cost Subtotal:	**$ 3,250,602**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 260,048
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 130,024
√	Roadway Drainage	Standard Internal System	25%	$ 812,651
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 162,530
√	Sewer	Minor Adjustments	2%	$ 65,012
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 195,036
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,625,301**
			Paving and Allowance Subtotal:	**$ 4,875,903**
			Construction Contingency: 15%	$ 731,386
			Construction Cost TOTAL:	**$ 5,608,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 5,608,000**
Engineering/Survey/Testing:		18%	$ 1,009,440
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 1,121,600
		Impact Fee Project Cost TOTAL:	**$ 7,739,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-56**
Name:	CUSTER RD		
Limits:	917 FT NORTH OF SUNSET BLVD TO 748 FT SOUTH OF SUNSET BLVD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,635		
Service Area(s):	4		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	5,632	cy	$ 8.00	$ 45,053
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	11,263	sy	$ 5.00	$ 56,317
304	10" Concrete Pavement w/ 6" Curb	10,173	sy	$ 50.00	$ 508,667
404	4" Topsoil	4,723	sy	$ 4.50	$ 21,255
504	5" Concrete Sidewalk	32,700	sf	$ 3.75	$ 122,625
604	Moisture Conditioning	11,263	sy	$ 8.00	$ 90,107
704	Street Lighting	1,635	lf	$ 70.00	$ 114,450
				Paving Construction Cost Subtotal:	**$ 958,473**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 76,678
√	Traffic Control	Construction Phase Traffic Control	3%	$ 28,754
√	Pavement Markings/Signs		4%	$ 38,339
√	Roadway Drainage	Standard Internal System	25%	$ 239,618
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 47,924
√	Sewer	Minor Adjustments	2%	$ 19,169
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 57,508
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 507,991**

Paving and Allowance Subtotal:		**$ 1,466,464**
Construction Contingency:	15%	$ 219,970
Construction Cost TOTAL:		**$ 1,687,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,687,000**
Engineering/Survey/Testing:		18%	$ 303,660
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 168,700
		Impact Fee Project Cost TOTAL:	**$ 2,159,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-57**
Name:	J FRED SMITH PKWY		
Limits:	1250 FT EAST OF CUSTER RD TO 2651 FT EAST OF CUSTER RD		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	1,375		
Service Area(s):	4		

This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,736	cy	$ 8.00	$ 37,889
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	9,472	sy	$ 5.00	$ 47,361
304	10" Concrete Pavement w/ 6" Curb	8,556	sy	$ 50.00	$ 427,778
404	4" Topsoil	3,972	sy	$ 4.50	$ 17,875
504	5" Concrete Sidewalk	27,500	sf	$ 3.75	$ 103,125
604	Moisture Conditioning	9,472	sy	$ 8.00	$ 75,778
704	Street Lighting	1,375	lf	$ 70.00	$ 96,250
				Paving Construction Cost Subtotal:	**$ 806,056**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 64,484
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 32,242
√	Roadway Drainage	Standard Internal System	25%	$ 201,514
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 40,303
√	Sewer	Minor Adjustments	2%	$ 16,121
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 48,363
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 403,028**

Paving and Allowance Subtotal:		**$ 1,209,083**
Construction Contingency:	15%	$ 181,363
Construction Cost TOTAL:		**$ 1,391,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,391,000**
Engineering/Survey/Testing:		18%	$ 250,380
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 278,200
		Impact Fee Project Cost TOTAL:	**$ 1,920,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area 5

#	Class	Project	Limits	Status	Project Cost
5-1	P6D	MOBBERLY RD	2547 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY	Widening	$ 3,716,000
5-2	P6D	CELINA RD	SMILEY RD TO 582 FT WEST OF FAIRFIELD RD	New Build	$ 3,762,000
5-3	P6D	CELINA RD	FAIRFIELD RD TO CELINA RD	Widening	$ 1,116,000
5-4	P6D	CELINA RD	589 FT EAST OF MCNABB DR TO 1303 FT EAST OF MCNABB DR	Widening	$ 838,000
5-5	P6D	CELINA RD	1242 FT WEST OF COUNTY LINE TO COUNTY LINE	Widening	$ 1,670,000
5-6	P6D	PUNK CARTER PKWY	MAYER PKWY TO BOTHWELL BLVD	Widening	$ 5,725,000
5-7	C2U	CAREY RD	SMILEY RD TO 945 FT WEST OF MCNABB DR	Widening	$ 1,888,000
5-8	C2U	CAREY RD	1035 FT EAST OF MCNABB DR TO 2468 FT WEST OF LEGACY DR	Widening	$ 2,291,000
5-9	C2U	CAREY RD	1247 FT WEST OF LEGACY DR TO LEGACY DR	Widening	$ 933,000
5-10	M4D (1/2)	CRUTCHFIELD DR	BOLEYN AVE TO BOTHWELL BLVD	Widening	$ 1,148,000
5-11	M4D	CRUTCHFIELD DR	BOTHWELL BLVD TO 1845 FT EAST OF BOTHWELL BLVD	New Build	$ 2,582,000
5-12	P6D	FRONTIER PKWY	MAYER PKWY TO 1599 FT EAST OF BOTHWELL BLVD	Widening	$ 4,740,000
5-13	P6D	FRONTIER PKWY	SMILEY RD TO 3152 FT WEST OF SMILEY RD	Widening	$ 4,113,000
5-14	P6D	MAYER PKWY	BOTHWELL BLVD TO 1139 FT SOUTH OF OUTER LOOP	Widening	$ 14,976,000
5-15	P6D	MAYER PKWY	283 FT NORTH OF COUNTRYVIEW DR TO PUNK CARTER PKWY	Widening	$ 10,476,000
5-16	P6D	MAYER PKWY	1252 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY	Widening	$ 1,670,000
5-17	M4D	BOTHWELL BLVD	946 FT NORTH OF CRUTCHFIELD DR TO CRUTCHFIELD DR	New Build	$ 1,326,000
5-18	M4D	BOTHWELL BLVD	FRONTIER PKWY TO ROSTHERNE DR	New Build	$ 2,652,000
5-19	P6D	SMILEY RD	GLENDENNING PKWY TO 1884 SOUTH OF GLENDENNING PKWY	Widening	$ 2,509,000
5-20	P6D	SMILEY RD	1884 SOUTH OF GLENDENNING PKWY TO OUTER LOOP EXTENSION	Widening	$ 4,602,000
5-21	P6D	SMILEY RD	CAREY RD TO 1334 FT SOUTH OF CAREY RD	Widening	$ 1,743,000
5-22	P6D	SMILEY RD	1334 FT SOUTH OF CAREY RD TO 2520 FT NORTH OF CRUTCHFIELD DR	New Build	$ 1,604,000
5-23	P6D	SMILEY RD	1337 FT NORTH OF CRUTCHFIELD DR TO 2520 FT NORTH OF CRUTCHFIELD DR	Widening	$ 3,009,000
5-24	P6D	SMILEY RD	1012 FT NORTH OF FRONTIER PKWY TO 1793 FT SOUTH OF CRUTCHFIELD DR	Widening	$ 3,212,000
5-25	P6D	SMILEY RD	1012 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY	Widening	$ 3,378,000
5-26,6-33	P6D	LEGACY DR	OUTER LOOP TO 983 FT NORTH OF OUTER LOOP	Widening	$ 1,327,000
5-27,6-36	P6D	LEGACY DR	OUTER LOOP TO PUNK CARTER PKWY	Widening	$ 3,276,000
5-28,6-32	P6D	LEGACY DR	PUNK CARTER PKWY TO CAREY RD	Widening	$ 10,743,000
5-29,6-34	P6D (1/2)	LEGACY DR	CAREY RD TO CLEAR CREEK PKWY	Widening	$ 5,849,615
5-30,6-35	P6D (1/2)	LEGACY DR	CLEAR CREEK PKWY TO FRONTIER PKWY	Widening	$ 1,695,000
5-31	M4D	McNABB DR	MOBBERLY RD TO 919 FT NORTH OF GLENDENNING PKWY	New Build	$ 4,891,000
5-32	C2U	CAREY RD	BOTHWELL BLVD TO SMILEY RD	New Build	$ 2,138,000
5-33	C2U	PARVIN RD	FRONTIER PKWY TO LEGACY DR	Widening	$ 2,918,000
5-34	M4D	BOTHWELL BLVD	885 FT NORTH OF PUNK CARTER PKWY TO 3500 FT WEST OF SMILEY RD	Widening	$ 2,138,000
5-35	P6D	MAYER PKWY	2250 FT SOUTH OF CRUTCHFIELD DR TO 1252 FT NORTH OF FRONTIER PKWY	Widening	$ 2,918,000
				ROADWAY TOTAL	**$ 123,572,615**

Type	Intersection	Project Cost
Int. Improvements	Collin County Outer Loop & Legacy Dr	$ 1,800,000
Int. Improvements	Frontier Pkwy & Legacy Dr	$ 1,800,000
Int. Improvements	Legacy Dr & Clear Creek Pkwy	$ 1,200,000
Int. Improvements	Frontier Pkwy & Smiley Rd	$ 300,000
Int. Improvements	Smiley Rd & Merritt Way	$ 300,000
Int. Improvements	Frontier Pkwy & Mayer Pkwy	$ 1,800,000
Int. Improvements	Punk Carter Pkwy & Mayer Pkwy	$ 300,000
Int. Improvements	Outer Loop Extension & Smiley Rd	$ 1,800,000
Int. Improvements	Mobberly Rd & McNabb Dr	$ 300,000
Int. Improvements	Smiley Rd & Celina Rd	$ 300,000
Int. Improvements	Legacy Dr & Carey Rd	$ 300,000
Int. Improvements	Parvin Rd & Bothwell Blvd	$ 750,000
Int. Improvements	Mayer Pkwy & Crutchfield Dr	$ 750,000
Int. Improvements	Smiley Rd & Carey Rd	$ 300,000
Int. Improvements	Bothwell Blvd & Crutchfield Dr	$ 1,050,000
Int. Improvements	Dallas North Tollway & Mobberly Rd	$ 1,800,000
	INTERSECTION TOTAL	**$ 14,850,000**
	SERVICE AREA TOTAL	**$ 138,422,615**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-1**
Name:	MOBBERLY RD		
Limits:	2547 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD-G		
Length (lf):	2,535		
Service Area(s):	5		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	8,732	cy	$ 8.00	$ 69,853
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	17,463	sy	$ 5.00	$ 87,317
304	10" Concrete Pavement w/ 6" Curb	15,773	sy	$ 50.00	$ 788,667
404	4" Topsoil	7,323	sy	$ 4.50	$ 32,955
504	5" Concrete Sidewalk	50,700	sf	$ 3.75	$ 190,125
604	Moisture Conditioning	17,463	sy	$ 8.00	$ 139,707
704	Street Lighting	2,535	lf	$ 70.00	$ 177,450
				Paving Construction Cost Subtotal:	**$ 1,486,073**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 118,886
√	Traffic Control	Construction Phase Traffic Control	3%	$ 44,582
√	Pavement Markings/Signs		4%	$ 59,443
√	Roadway Drainage	Standard Internal System	25%	$ 371,518
√	Special Drainage Structures	Minor Stream Crossing(s)	$250,000	$ 250,000
√	Water	Minor Adjustments	5%	$ 74,304
√	Sewer	Minor Adjustments	2%	$ 29,721
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 89,164
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,037,619**

Paving and Allowance Subtotal:		**$ 2,523,692**
Construction Contingency:	15%	$ 378,554
Construction Cost TOTAL:		**$ 2,903,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,903,000**
Engineering/Survey/Testing:		18%	$ 522,540
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 290,300
		Impact Fee Project Cost TOTAL:	**$ 3,716,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 5-2
Name:	CELINA RD	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	SMILEY RD TO 582 FT WEST OF FAIRFIELD RD		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	2,695		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,283	cy	$ 8.00	$ 74,262
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,566	sy	$ 5.00	$ 92,828
304	10" Concrete Pavement w/ 6" Curb	16,769	sy	$ 50.00	$ 838,444
404	4" Topsoil	7,786	sy	$ 4.50	$ 35,035
504	5" Concrete Sidewalk	53,900	sf	$ 3.75	$ 202,125
604	Moisture Conditioning	18,566	sy	$ 8.00	$ 148,524
704	Street Lighting	2,695	lf	$ 70.00	$ 188,650
				Paving Construction Cost Subtotal:	**$ 1,579,869**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 126,390
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 63,195
√	Roadway Drainage	Standard Internal System	25%	$ 394,967
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 78,993
√	Sewer	Minor Adjustments	2%	$ 31,597
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 94,792
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 789,934**

Paving and Allowance Subtotal:		**$ 2,369,803**
Construction Contingency:	15%	$ 355,471
Construction Cost TOTAL:		**$ 2,726,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,726,000**
Engineering/Survey/Testing:		18%	$ 490,680
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 545,200
		Impact Fee Project Cost TOTAL:	**$ 3,762,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-3**
Name:	CELINA RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	FAIRFIELD RD TO CELINA RD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	845			
Service Area(s):	5			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	2,911	cy	$ 8.00	$ 23,284
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	5,821	sy	$ 5.00	$ 29,106
304	10" Concrete Pavement w/ 6" Curb	5,258	sy	$ 50.00	$ 262,889
404	4" Topsoil	2,441	sy	$ 4.50	$ 10,985
504	5" Concrete Sidewalk	16,900	sf	$ 3.75	$ 63,375
604	Moisture Conditioning	5,821	sy	$ 8.00	$ 46,569
704	Street Lighting	845	lf	$ 70.00	$ 59,150
				Paving Construction Cost Subtotal:	**$ 495,358**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 39,629
√	Traffic Control	Construction Phase Traffic Control	3%	$ 14,861
√	Pavement Markings/Signs		4%	$ 19,814
√	Roadway Drainage	Standard Internal System	25%	$ 123,839
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 24,768
√	Sewer	Minor Adjustments	2%	$ 9,907
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 29,721
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 262,540**

Paving and Allowance Subtotal:		**$ 757,897**
Construction Contingency:	15%	$ 113,685
Construction Cost TOTAL:		**$ 872,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 872,000**
Engineering/Survey/Testing:		18%	$ 156,960
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 87,200
		Impact Fee Project Cost TOTAL:	**$ 1,116,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-4**
Name:	CELINA RD		
Limits:	589 FT EAST OF MCNABB DR TO 1303 FT EAST OF MCNABB DR		
Impact Fee Class:	P6D		
Existing Lanes:	2UD-G		
Length (lf):	635		
Service Area(s):	5		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	2,187	cy	$ 8.00	$ 17,498
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	4,374	sy	$ 5.00	$ 21,872
304	10" Concrete Pavement w/ 6" Curb	3,951	sy	$ 50.00	$ 197,556
404	4" Topsoil	1,834	sy	$ 4.50	$ 8,255
504	5" Concrete Sidewalk	12,700	sf	$ 3.75	$ 47,625
604	Moisture Conditioning	4,374	sy	$ 8.00	$ 34,996
704	Street Lighting	635	lf	$ 70.00	$ 44,450
				Paving Construction Cost Subtotal:	**$ 372,251**

Major Construction Component Allowances**:

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 29,780
√	Traffic Control	Construction Phase Traffic Control	3%	$ 11,168
√	Pavement Markings/Signs		4%	$ 14,890
√	Roadway Drainage	Standard Internal System	25%	$ 93,063
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 18,613
√	Sewer	Minor Adjustments	2%	$ 7,445
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 22,335
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 197,293**

Paving and Allowance Subtotal:		**$ 569,544**
Construction Contingency:	15%	$ 85,432
Construction Cost TOTAL:		**$ 655,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 655,000**
Engineering/Survey/Testing:		18%	$ 117,900
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 65,500
		Impact Fee Project Cost TOTAL:	**$ 838,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-5**
Name:	CELINA RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1242 FT WEST OF COUNTY LINE TO COUNTY LINE		
Impact Fee Class:	P6D		
Existing Lanes:	2UD-G		
Length (lf):	1,265		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,357	cy	$ 8.00	$ 34,858
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	8,714	sy	$ 5.00	$ 43,572
304	10" Concrete Pavement w/ 6" Curb	7,871	sy	$ 50.00	$ 393,556
404	4" Topsoil	3,654	sy	$ 4.50	$ 16,445
504	5" Concrete Sidewalk	25,300	sf	$ 3.75	$ 94,875
604	Moisture Conditioning	8,714	sy	$ 8.00	$ 69,716
704	Street Lighting	1,265	lf	$ 70.00	$ 88,550
				Paving Construction Cost Subtotal:	**$ 741,571**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 59,326
√	Traffic Control	Construction Phase Traffic Control	3%	$ 22,247
√	Pavement Markings/Signs		4%	$ 29,663
√	Roadway Drainage	Standard Internal System	25%	$ 185,393
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 37,079
√	Sewer	Minor Adjustments	2%	$ 14,831
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 44,494
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 393,033**

Paving and Allowance Subtotal:		**$ 1,134,604**
Construction Contingency:	15%	$ 170,191
Construction Cost TOTAL:		**$ 1,305,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,305,000**
Engineering/Survey/Testing:		18%	$ 234,900
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 130,500
		Impact Fee Project Cost TOTAL:	**$ 1,670,000**

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2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-6**
Name:	PUNK CARTER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	MAYER PKWY TO BOTHWELL BLVD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	2,905			
Service Area(s):	5			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	10,006	cy	$ 8.00	$ 80,049
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	20,012	sy	$ 5.00	$ 100,061
304	10" Concrete Pavement w/ 6" Curb	18,076	sy	$ 50.00	$ 903,778
404	4" Topsoil	8,392	sy	$ 4.50	$ 37,765
504	5" Concrete Sidewalk	58,100	sf	$ 3.75	$ 217,875
604	Moisture Conditioning	20,012	sy	$ 8.00	$ 160,098
704	Street Lighting	2,905	lf	$ 70.00	$ 203,350
				Paving Construction Cost Subtotal:	**$ 1,702,976**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 136,238
√	Traffic Control	Construction Phase Traffic Control	3%	$ 51,089
√	Pavement Markings/Signs		4%	$ 68,119
√	Roadway Drainage	Standard Internal System	25%	$ 425,744
√	Special Drainage Structures	Major Floodplain Crossing	$1,283,268	$ 1,283,268
√	Water	Minor Adjustments	5%	$ 85,149
√	Sewer	Minor Adjustments	2%	$ 34,060
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 102,179
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 2,185,845**

Paving and Allowance Subtotal:		**$ 3,888,821**
Construction Contingency:	15%	$ 583,323
Construction Cost TOTAL:		**$ 4,473,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,473,000**
Engineering/Survey/Testing:		18%	$ 805,140
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 447,300
		Impact Fee Project Cost TOTAL:	**$ 5,725,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-7**
Name:	CAREY RD	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**	
Limits:	SMILEY RD TO 945 FT WEST OF MCNABB DR		
Impact Fee Class:	C2U		
Existing Lanes:	2UD-G		
Length (lf):	1,690		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	2,504	cy	$ 8.00	$ 20,030
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	7,511	sy	$ 5.00	$ 37,556
301	9" Concrete Pavement w/ 6" Curb	5,070	sy	$ 40.00	$ 202,800
401	4" Topsoil	2,817	sy	$ 4.50	$ 12,675
501	5" Concrete Sidewalk	27,040	sf	$ 3.75	$ 101,400
601	Moisture Conditioning	7,511	sy	$ 8.00	$ 60,089
701	Street Lighting	1,690	lf	$ 70.00	$ 118,300
				Paving Construction Cost Subtotal:	**$ 552,849**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 44,228
√	Traffic Control	Construction Phase Traffic Control	3%	$ 16,585
√	Pavement Markings/Signs		4%	$ 22,114
√	Roadway Drainage	Standard Internal System	25%	$ 138,212
√	Special Drainage Structures	Major Floodplain Crossing	$436,435	$ 436,435
√	Water	Minor Adjustments	5%	$ 27,642
√	Sewer	Minor Adjustments	2%	$ 11,057
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 33,171
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 729,445**

Paving and Allowance Subtotal:		**$ 1,282,294**
Construction Contingency:	15%	$ 192,344
Construction Cost TOTAL:		**$ 1,475,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,475,000**
Engineering/Survey/Testing:		18%	$ 265,500
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 147,500
		Impact Fee Project Cost TOTAL:	**$ 1,888,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-8**
Name:	CAREY RD	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**	
Limits:	1035 FT EAST OF MCNABB DR TO 2468 FT WEST OF LEGACY DR		
Impact Fee Class:	C2U		
Existing Lanes:	2UD-G		
Length (lf):	2,110		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	3,126	cy	$ 8.00	$ 25,007
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	9,378	sy	$ 5.00	$ 46,889
301	9" Concrete Pavement w/ 6" Curb	6,330	sy	$ 40.00	$ 253,200
401	4" Topsoil	3,517	sy	$ 4.50	$ 15,825
501	5" Concrete Sidewalk	33,760	sf	$ 3.75	$ 126,600
601	Moisture Conditioning	9,378	sy	$ 8.00	$ 75,022
701	Street Lighting	2,110	lf	$ 70.00	$ 147,700
				Paving Construction Cost Subtotal:	**$ 690,244**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 55,219
√	Traffic Control	Construction Phase Traffic Control	3%	$ 20,707
√	Pavement Markings/Signs		4%	$ 27,610
√	Roadway Drainage	Standard Internal System	25%	$ 172,561
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 34,512
√	Sewer	Minor Adjustments	2%	$ 13,805
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 41,415
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 865,829**

Paving and Allowance Subtotal:		**$ 1,556,073**
Construction Contingency:	15%	$ 233,411
Construction Cost TOTAL:		**$ 1,790,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,790,000**
Engineering/Survey/Testing:		18%	$ 322,200
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 179,000
		Impact Fee Project Cost TOTAL:	**$ 2,291,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-9**
Name:	CAREY RD	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**	
Limits:	1247 FT WEST OF LEGACY DR TO LEGACY DR		
Impact Fee Class:	C2U		
Existing Lanes:	2UD-G		
Length (lf):	1,265		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,874	cy	$ 8.00	$ 14,993
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	5,622	sy	$ 5.00	$ 28,111
301	9" Concrete Pavement w/ 6" Curb	3,795	sy	$ 40.00	$ 151,800
401	4" Topsoil	2,108	sy	$ 4.50	$ 9,488
501	5" Concrete Sidewalk	20,240	sf	$ 3.75	$ 75,900
601	Moisture Conditioning	5,622	sy	$ 8.00	$ 44,978
701	Street Lighting	1,265	lf	$ 70.00	$ 88,550
				Paving Construction Cost Subtotal:	**$ 413,819**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 33,106
√	Traffic Control	Construction Phase Traffic Control	3%	$ 12,415
√	Pavement Markings/Signs		4%	$ 16,553
√	Roadway Drainage	Standard Internal System	25%	$ 103,455
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 20,691
√	Sewer	Minor Adjustments	2%	$ 8,276
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 24,829
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 219,324**

Paving and Allowance Subtotal:		**$ 633,143**
Construction Contingency:	15%	$ 94,971
Construction Cost TOTAL:		**$ 729,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 729,000**
Engineering/Survey/Testing:		18%	$ 131,220
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 72,900
		Impact Fee Project Cost TOTAL:	**$ 933,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-10**
Name:	CRUTCHFIELD DR	**This project consists of the construction of two additonal lanes to complete the four-lane divided minor arterial.**		
Limits:	BOLEYN AVE TO BOTHWELL BLVD			
Impact Fee Class:	M4D (1/2)			
Existing Lanes:	2UD			
Length (lf):	1,585			
Service Area(s):	5			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation	2,730	cy	$ 8.00	$ 21,838
203	8" Lime Stabilized Subgrade @ 100 lbs/sy	5,459	sy	$ 5.00	$ 27,297
303	10" Concrete Pavement w/ 6" Curb	4,931	sy	$ 50.00	$ 246,556
403	4" Topsoil	0	sy	$ 4.50	$ -
503	5" Concrete Sidewalk	15,850	sf	$ 3.75	$ 59,438
603	Moisture Conditioning	5,459	sy	$ 8.00	$ 43,676
703	Street Lighting	1,585	lf	$ 70.00	$ 110,950
				Paving Construction Cost Subtotal:	**$ 509,754**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 40,780
√	Traffic Control	Construction Phase Traffic Control	3%	$ 15,293
√	Pavement Markings/Signs		4%	$ 20,390
√	Roadway Drainage	Standard Internal System	25%	$ 127,438
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 25,488
√	Sewer	Minor Adjustments	2%	$ 10,195
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 30,585
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 270,169**

Paving and Allowance Subtotal:		**$ 779,923**
Construction Contingency:	15%	$ 116,988
Construction Cost TOTAL:		**$ 897,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 897,000**
Engineering/Survey/Testing:		18%	$ 161,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 89,700
		Impact Fee Project Cost TOTAL:	**$ 1,148,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 5-11
Name:	CRUTCHFIELD DR	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	BOTHWELL BLVD TO 1845 FT EAST OF BOTHWELL BLVD		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	1,850		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	6,372	cy	$ 8.00	$ 50,978
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	12,744	sy	$ 5.00	$ 63,722
302	10" Concrete Pavement w/ 6" Curb	11,511	sy	$ 50.00	$ 575,556
402	4" Topsoil	5,344	sy	$ 4.50	$ 24,050
502	5" Concrete Sidewalk	37,000	sf	$ 3.75	$ 138,750
602	Moisture Conditioning	12,744	sy	$ 8.00	$ 101,956
702	Street Lighting	1,850	lf	$ 70.00	$ 129,500
				Paving Construction Cost Subtotal:	**$ 1,084,511**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 86,761
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 43,380
√	Roadway Drainage	Standard Internal System	25%	$ 271,128
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 54,226
√	Sewer	Minor Adjustments	2%	$ 21,690
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 65,071
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 542,256**
			Paving and Allowance Subtotal:	**$ 1,626,767**
			Construction Contingency: 15%	$ 244,015
			Construction Cost TOTAL:	**$ 1,871,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,871,000**
Engineering/Survey/Testing:		18%	$ 336,780
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 374,200
		Impact Fee Project Cost TOTAL:	**$ 2,582,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-12**
Name:	FRONTIER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	MAYER PKWY TO 1599 FT EAST OF BOTHWELL BLVD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	3,590			
Service Area(s):	5			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	12,366	cy	$ 8.00	$ 98,924
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	24,731	sy	$ 5.00	$ 123,656
304	10" Concrete Pavement w/ 6" Curb	22,338	sy	$ 50.00	$ 1,116,889
404	4" Topsoil	10,371	sy	$ 4.50	$ 46,670
504	5" Concrete Sidewalk	71,800	sf	$ 3.75	$ 269,250
604	Moisture Conditioning	24,731	sy	$ 8.00	$ 197,849
704	Street Lighting	3,590	lf	$ 70.00	$ 251,300
				Paving Construction Cost Subtotal:	**$ 2,104,538**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 168,363
√	Traffic Control	Construction Phase Traffic Control	3%	$ 63,136
√	Pavement Markings/Signs		4%	$ 84,182
√	Roadway Drainage	Standard Internal System	25%	$ 526,134
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 105,227
√	Sewer	Minor Adjustments	2%	$ 42,091
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 126,272
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,115,405**

Paving and Allowance Subtotal:		**$ 3,219,943**
Construction Contingency:	15%	$ 482,991
Construction Cost TOTAL:		**$ 3,703,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,703,000**
Engineering/Survey/Testing:		18%	$ 666,540
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 370,300
		Impact Fee Project Cost TOTAL:	**$ 4,740,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 5-13
Name:	FRONTIER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	SMILEY RD TO 3152 FT WEST OF SMILEY RD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	3,115		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	10,729	cy	$ 8.00	$ 85,836
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	21,459	sy	$ 5.00	$ 107,294
304	10" Concrete Pavement w/ 6" Curb	19,382	sy	$ 50.00	$ 969,111
404	4" Topsoil	8,999	sy	$ 4.50	$ 40,495
504	5" Concrete Sidewalk	62,300	sf	$ 3.75	$ 233,625
604	Moisture Conditioning	21,459	sy	$ 8.00	$ 171,671
704	Street Lighting	3,115	lf	$ 70.00	$ 218,050
				Paving Construction Cost Subtotal:	**$ 1,826,082**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 146,087
√	Traffic Control	Construction Phase Traffic Control	3%	$ 54,782
√	Pavement Markings/Signs		4%	$ 73,043
√	Roadway Drainage	Standard Internal System	25%	$ 456,521
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 91,304
√	Sewer	Minor Adjustments	2%	$ 36,522
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 109,565
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 967,824**

Paving and Allowance Subtotal:		**$ 2,793,906**
Construction Contingency:	15%	$ 419,086
Construction Cost TOTAL:		**$ 3,213,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,213,000**
Engineering/Survey/Testing:		18%	$ 578,340
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 321,300
		Impact Fee Project Cost TOTAL:	**$ 4,113,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-14**
Name:	MAYER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	BOTHWELL BLVD TO 1139 FT SOUTH OF OUTER LOOP			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	4,435			
Service Area(s):	5			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	15,276	cy	$ 8.00	$ 122,209
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	30,552	sy	$ 5.00	$ 152,761
304	10" Concrete Pavement w/ 6" Curb	27,596	sy	$ 50.00	$ 1,379,778
404	4" Topsoil	12,812	sy	$ 4.50	$ 57,655
504	5" Concrete Sidewalk	88,700	sf	$ 3.75	$ 332,625
604	Moisture Conditioning	30,552	sy	$ 8.00	$ 244,418
704	Street Lighting	4,435	lf	$ 70.00	$ 310,450
				Paving Construction Cost Subtotal:	**$ 2,599,896**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 207,992
√	Traffic Control	Construction Phase Traffic Control	3%	$ 77,997
√	Pavement Markings/Signs		4%	$ 103,996
√	Roadway Drainage	Standard Internal System	25%	$ 649,974
√	Special Drainage Structures	Major Floodplain Crossing	$6,195,784	$ 6,195,784
√	Water	Minor Adjustments	5%	$ 129,995
√	Sewer	Minor Adjustments	2%	$ 51,998
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 155,994
	Other:		-	$ -
			Allowance Subtotal:	**$ 7,573,729**

Paving and Allowance Subtotal:		**$ 10,173,624**
Construction Contingency:	15%	$ 1,526,044
Construction Cost TOTAL:		**$ 11,700,000**

**Allowances based on % of Paving Construction Cost Subtotal

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 11,700,000**
Engineering/Survey/Testing:		18%	$ 2,106,000
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 1,170,000
		Impact Fee Project Cost TOTAL:	**$ 14,976,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-15**
Name:	MAYER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	283 FT NORTH OF COUNTRYVIEW DR TO PUNK CARTER PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	5,860		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	20,184	cy	$ 8.00	$ 161,476
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	40,369	sy	$ 5.00	$ 201,844
304	10" Concrete Pavement w/ 6" Curb	36,462	sy	$ 50.00	$ 1,823,111
404	4" Topsoil	16,929	sy	$ 4.50	$ 76,180
504	5" Concrete Sidewalk	117,200	sf	$ 3.75	$ 439,500
604	Moisture Conditioning	40,369	sy	$ 8.00	$ 322,951
704	Street Lighting	5,860	lf	$ 70.00	$ 410,200
				Paving Construction Cost Subtotal:	**$ 3,435,262**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 274,821
√	Traffic Control	Construction Phase Traffic Control	3%	$ 103,058
√	Pavement Markings/Signs		4%	$ 137,410
√	Roadway Drainage	Standard Internal System	25%	$ 858,816
√	Special Drainage Structures	Major Floodplain Crossing	$1,859,816	$ 1,859,816
√	Water	Minor Adjustments	5%	$ 171,763
√	Sewer	Minor Adjustments	2%	$ 68,705
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 206,116
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 3,680,505**

Paving and Allowance Subtotal:		**$ 7,115,767**
Construction Contingency:	15%	$ 1,067,365
Construction Cost TOTAL:		**$ 8,184,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 8,184,000**
Engineering/Survey/Testing:		18%	$ 1,473,120
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 818,400
		Impact Fee Project Cost TOTAL:	**$ 10,476,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 5-16
Name:	MAYER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1252 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,265		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,357	cy	$ 8.00	$ 34,858
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	8,714	sy	$ 5.00	$ 43,572
304	10" Concrete Pavement w/ 6" Curb	7,871	sy	$ 50.00	$ 393,556
404	4" Topsoil	3,654	sy	$ 4.50	$ 16,445
504	5" Concrete Sidewalk	25,300	sf	$ 3.75	$ 94,875
604	Moisture Conditioning	8,714	sy	$ 8.00	$ 69,716
704	Street Lighting	1,265	lf	$ 70.00	$ 88,550
				Paving Construction Cost Subtotal:	**$ 741,571**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 59,326
√	Traffic Control	Construction Phase Traffic Control	3%	$ 22,247
√	Pavement Markings/Signs		4%	$ 29,663
√	Roadway Drainage	Standard Internal System	25%	$ 185,393
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 37,079
√	Sewer	Minor Adjustments	2%	$ 14,831
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 44,494
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 393,033**

Paving and Allowance Subtotal:		**$ 1,134,604**
Construction Contingency:	15%	$ 170,191
Construction Cost TOTAL:		**$ 1,305,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,305,000**
Engineering/Survey/Testing:		18%	$ 234,900
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 130,500
		Impact Fee Project Cost TOTAL:	**$ 1,670,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 5-17
Name:	BOTHWELL BLVD	**This project consists of the construction**	
Limits:	946 FT NORTH OF CRUTCHFIELD DR TO CRUTCHFIELD DR	**of a new four-lane divided minor arterial.**	
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	950		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	3,272	cy	$ 8.00	$ 26,178
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	6,544	sy	$ 5.00	$ 32,722
302	10" Concrete Pavement w/ 6" Curb	5,911	sy	$ 50.00	$ 295,556
402	4" Topsoil	2,744	sy	$ 4.50	$ 12,350
502	5" Concrete Sidewalk	19,000	sf	$ 3.75	$ 71,250
602	Moisture Conditioning	6,544	sy	$ 8.00	$ 52,356
702	Street Lighting	950	lf	$ 70.00	$ 66,500
				Paving Construction Cost Subtotal:	**$ 556,911**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 44,553
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 22,276
√	Roadway Drainage	Standard Internal System	25%	$ 139,228
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 27,846
√	Sewer	Minor Adjustments	2%	$ 11,138
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 33,415
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 278,456**

Paving and Allowance Subtotal:		**$ 835,367**
Construction Contingency:	15%	$ 125,305
Construction Cost TOTAL:		**$ 961,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 961,000**
Engineering/Survey/Testing:		18%	$ 172,980
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 192,200
		Impact Fee Project Cost TOTAL:	**$ 1,326,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 5-18
Name:	BOTHWELL BLVD	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	FRONTIER PKWY TO ROSTHERNE DR		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	1,900		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	6,544	cy	$ 8.00	$ 52,356
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,089	sy	$ 5.00	$ 65,444
302	10" Concrete Pavement w/ 6" Curb	11,822	sy	$ 50.00	$ 591,111
402	4" Topsoil	5,489	sy	$ 4.50	$ 24,700
502	5" Concrete Sidewalk	38,000	sf	$ 3.75	$ 142,500
602	Moisture Conditioning	13,089	sy	$ 8.00	$ 104,711
702	Street Lighting	1,900	lf	$ 70.00	$ 133,000
				Paving Construction Cost Subtotal:	**$ 1,113,822**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 89,106
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 44,553
√	Roadway Drainage	Standard Internal System	25%	$ 278,456
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 55,691
√	Sewer	Minor Adjustments	2%	$ 22,276
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 66,829
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 556,911**

Paving and Allowance Subtotal:		**$ 1,670,733**
Construction Contingency:	15%	$ 250,610
Construction Cost TOTAL:		**$ 1,922,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,922,000**
Engineering/Survey/Testing:		18%	$ 345,960
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 384,400
		Impact Fee Project Cost TOTAL:	**$ 2,652,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-19**
Name:	SMILEY RD		
Limits:	GLENDENNING PKWY TO 1884 SOUTH OF GLENDENNING PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD-G		
Length (lf):	1,900		
Service Area(s):	5		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,544	cy	$ 8.00	$ 52,356
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,089	sy	$ 5.00	$ 65,444
304	10" Concrete Pavement w/ 6" Curb	11,822	sy	$ 50.00	$ 591,111
404	4" Topsoil	5,489	sy	$ 4.50	$ 24,700
504	5" Concrete Sidewalk	38,000	sf	$ 3.75	$ 142,500
604	Moisture Conditioning	13,089	sy	$ 8.00	$ 104,711
704	Street Lighting	1,900	lf	$ 70.00	$ 133,000
				Paving Construction Cost Subtotal:	**$ 1,113,822**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 89,106
√	Traffic Control	Construction Phase Traffic Control	3%	$ 33,415
√	Pavement Markings/Signs		4%	$ 44,553
√	Roadway Drainage	Standard Internal System	25%	$ 278,456
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 55,691
√	Sewer	Minor Adjustments	2%	$ 22,276
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 66,829
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 590,326**
			Paving and Allowance Subtotal:	**$ 1,704,148**
			Construction Contingency: 15%	$ 255,622
			Construction Cost TOTAL:	**$ 1,960,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,960,000**
Engineering/Survey/Testing:		18%	$ 352,800
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 196,000
		Impact Fee Project Cost TOTAL:	**$ 2,509,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-20**
Name:	SMILEY RD		
Limits:	1884 SOUTH OF GLENDENNING PKWY TO OUTER LOOP EXTENSION		
Impact Fee Class:	P6D		
Existing Lanes:	2UD-G		
Length (lf):	3,485		
Service Area(s):	5		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	12,004	cy	$ 8.00	$ 96,031
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	24,008	sy	$ 5.00	$ 120,039
304	10" Concrete Pavement w/ 6" Curb	21,684	sy	$ 50.00	$ 1,084,222
404	4" Topsoil	10,068	sy	$ 4.50	$ 45,305
504	5" Concrete Sidewalk	69,700	sf	$ 3.75	$ 261,375
604	Moisture Conditioning	24,008	sy	$ 8.00	$ 192,062
704	Street Lighting	3,485	lf	$ 70.00	$ 243,950
				Paving Construction Cost Subtotal:	**$ 2,042,984**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 163,439
√	Traffic Control	Construction Phase Traffic Control	3%	$ 61,290
√	Pavement Markings/Signs		4%	$ 81,719
√	Roadway Drainage	Standard Internal System	25%	$ 510,746
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 102,149
√	Sewer	Minor Adjustments	2%	$ 40,860
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 122,579
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,082,782**

Paving and Allowance Subtotal:		**$ 3,125,766**
Construction Contingency:	15%	$ 468,865
Construction Cost TOTAL:		**$ 3,595,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,595,000**
Engineering/Survey/Testing:		18%	$ 647,100
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 359,500
		Impact Fee Project Cost TOTAL:	**$ 4,602,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 5-21
Name:	SMILEY RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	CAREY RD TO 1334 FT SOUTH OF CAREY RD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD-G		
Length (lf):	1,320		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,547	cy	$ 8.00	$ 36,373
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	9,093	sy	$ 5.00	$ 45,467
304	10" Concrete Pavement w/ 6" Curb	8,213	sy	$ 50.00	$ 410,667
404	4" Topsoil	3,813	sy	$ 4.50	$ 17,160
504	5" Concrete Sidewalk	26,400	sf	$ 3.75	$ 99,000
604	Moisture Conditioning	9,093	sy	$ 8.00	$ 72,747
704	Street Lighting	1,320	lf	$ 70.00	$ 92,400
				Paving Construction Cost Subtotal:	**$ 773,813**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 61,905
√	Traffic Control	Construction Phase Traffic Control	3%	$ 23,214
√	Pavement Markings/Signs		4%	$ 30,953
√	Roadway Drainage	Standard Internal System	25%	$ 193,453
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 38,691
√	Sewer	Minor Adjustments	2%	$ 15,476
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 46,429
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 410,121**

Paving and Allowance Subtotal:		**$ 1,183,934**
Construction Contingency:	15%	$ 177,590
Construction Cost TOTAL:		**$ 1,362,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,362,000**
Engineering/Survey/Testing:		18%	$ 245,160
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 136,200
		Impact Fee Project Cost TOTAL:	**$ 1,743,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-22**
Name:	SMILEY RD		
Limits:	1334 FT SOUTH OF CAREY RD TO 2520 FT NORTH OF CRUTCHFIELD DR		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	580		
Service Area(s):	5		

This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	1,998	cy	$ 8.00	$ 15,982
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	3,996	sy	$ 5.00	$ 19,978
304	10" Concrete Pavement w/ 6" Curb	3,609	sy	$ 50.00	$ 180,444
404	4" Topsoil	1,676	sy	$ 4.50	$ 7,540
504	5" Concrete Sidewalk	11,600	sf	$ 3.75	$ 43,500
604	Moisture Conditioning	3,996	sy	$ 8.00	$ 31,964
704	Street Lighting	580	lf	$ 70.00	$ 40,600
				Paving Construction Cost Subtotal:	**$ 340,009**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 27,201
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 13,600
√	Roadway Drainage	Standard Internal System	25%	$ 85,002
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 17,000
√	Sewer	Minor Adjustments	2%	$ 6,800
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 20,401
	Other:		-	$ -
			Allowance Subtotal:	**$ 670,004**

**Allowances based on % of Paving Construction Cost Subtotal

Paving and Allowance Subtotal:		**$ 1,010,013**
Construction Contingency:	15%	$ 151,502
Construction Cost TOTAL:		**$ 1,162,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,162,000**
Engineering/Survey/Testing:		18%	$ 209,160
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 232,400
		Impact Fee Project Cost TOTAL:	**$ 1,604,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-23**
Name:	SMILEY RD		
Limits:	1337 FT NORTH OF CRUTCHFIELD DR TO 2520 FT NORTH OF CRUTCHFIELD DR		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	900		
Service Area(s):	5		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,100	cy	$ 8.00	$ 24,800
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	6,200	sy	$ 5.00	$ 31,000
304	10" Concrete Pavement w/ 6" Curb	5,600	sy	$ 50.00	$ 280,000
404	4" Topsoil	2,600	sy	$ 4.50	$ 11,700
504	5" Concrete Sidewalk	18,000	sf	$ 3.75	$ 67,500
604	Moisture Conditioning	6,200	sy	$ 8.00	$ 49,600
704	Street Lighting	900	lf	$ 70.00	$ 63,000
				Paving Construction Cost Subtotal:	**$ 527,600**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 42,208
√	Traffic Control	Construction Phase Traffic Control	3%	$ 15,828
√	Pavement Markings/Signs		4%	$ 21,104
√	Roadway Drainage	Standard Internal System	25%	$ 131,900
√	Special Drainage Structures	Major Floodplain Crossing	$1,236,466	$ 1,236,466
√	Water	Minor Adjustments	5%	$ 26,380
√	Sewer	Minor Adjustments	2%	$ 10,552
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 31,656
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,516,094**

Paving and Allowance Subtotal:		**$ 2,043,694**
Construction Contingency:	15%	$ 306,554
Construction Cost TOTAL:		**$ 2,351,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,351,000**
Engineering/Survey/Testing:		18%	$ 423,180
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 235,100
		Impact Fee Project Cost TOTAL:	**$ 3,009,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-24**
Name:	SMILEY RD		
Limits:	1012 FT NORTH OF FRONTIER PKWY TO 1793 FT SOUTH OF CRUTCHFIELD DR		
Impact Fee Class:	P6D		
Existing Lanes:	2UD-G		
Length (lf):	950		
Service Area(s):	5		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,272	cy	$ 8.00	$ 26,178
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	6,544	sy	$ 5.00	$ 32,722
304	10" Concrete Pavement w/ 6" Curb	5,911	sy	$ 50.00	$ 295,556
404	4" Topsoil	2,744	sy	$ 4.50	$ 12,350
504	5" Concrete Sidewalk	19,000	sf	$ 3.75	$ 71,250
604	Moisture Conditioning	6,544	sy	$ 8.00	$ 52,356
704	Street Lighting	950	lf	$ 70.00	$ 66,500
				Paving Construction Cost Subtotal:	**$ 556,911**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 44,553
√	Traffic Control	Construction Phase Traffic Control	3%	$ 16,707
√	Pavement Markings/Signs		4%	$ 22,276
√	Roadway Drainage	Standard Internal System	25%	$ 139,228
√	Special Drainage Structures	Major Floodplain Crossing	$1,329,006	$ 1,329,006
√	Water	Minor Adjustments	5%	$ 27,846
√	Sewer	Minor Adjustments	2%	$ 11,138
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 33,415
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,624,169**

Paving and Allowance Subtotal:		**$ 2,181,080**
Construction Contingency:	15%	$ 327,162
Construction Cost TOTAL:		**$ 2,509,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,509,000**
Engineering/Survey/Testing:		18%	$ 451,620
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 250,900
		Impact Fee Project Cost TOTAL:	**$ 3,212,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-25**
Name:	SMILEY RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1012 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD-G		
Length (lf):	1,055		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,634	cy	$ 8.00	$ 29,071
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	7,268	sy	$ 5.00	$ 36,339
304	10" Concrete Pavement w/ 6" Curb	6,564	sy	$ 50.00	$ 328,222
404	4" Topsoil	3,048	sy	$ 4.50	$ 13,715
504	5" Concrete Sidewalk	21,100	sf	$ 3.75	$ 79,125
604	Moisture Conditioning	7,268	sy	$ 8.00	$ 58,142
704	Street Lighting	1,055	lf	$ 70.00	$ 73,850
				Paving Construction Cost Subtotal:	**$ 618,464**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 49,477
√	Traffic Control	Construction Phase Traffic Control	3%	$ 18,554
√	Pavement Markings/Signs		4%	$ 24,739
√	Roadway Drainage	Standard Internal System	25%	$ 154,616
√	Special Drainage Structures	Major Floodplain Crossing	$1,348,284	$ 1,348,284
√	Water	Minor Adjustments	5%	$ 30,923
√	Sewer	Minor Adjustments	2%	$ 12,369
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 37,108
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,676,070**

Paving and Allowance Subtotal:		**$ 2,294,535**
Construction Contingency:	15%	$ 344,180
Construction Cost TOTAL:		**$ 2,639,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,639,000**
Engineering/Survey/Testing:		18%	$ 475,020
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 263,900
		Impact Fee Project Cost TOTAL:	**$ 3,378,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-26,6-33**
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	OUTER LOOP TO 983 FT NORTH OF OUTER LOOP		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,005		
Service Area(s):	5, 6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,462	cy	$ 8.00	$ 27,693
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	6,923	sy	$ 5.00	$ 34,617
304	10" Concrete Pavement w/ 6" Curb	6,253	sy	$ 50.00	$ 312,667
404	4" Topsoil	2,903	sy	$ 4.50	$ 13,065
504	5" Concrete Sidewalk	20,100	sf	$ 3.75	$ 75,375
604	Moisture Conditioning	6,923	sy	$ 8.00	$ 55,387
704	Street Lighting	1,005	lf	$ 70.00	$ 70,350
				Paving Construction Cost Subtotal:	**$ 589,153**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 47,132
√	Traffic Control	Construction Phase Traffic Control	3%	$ 17,675
√	Pavement Markings/Signs		4%	$ 23,566
√	Roadway Drainage	Standard Internal System	25%	$ 147,288
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 29,458
√	Sewer	Minor Adjustments	2%	$ 11,783
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 35,349
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 312,251**

Paving and Allowance Subtotal:		**$ 901,405**
Construction Contingency:	15%	$ 135,211
Construction Cost TOTAL:		**$ 1,037,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,037,000**
Engineering/Survey/Testing:		18%	$ 186,660
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 103,700
		Impact Fee Project Cost TOTAL:	**$ 1,327,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-27,6-36**
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	OUTER LOOP TO PUNK CARTER PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	2,480			
Service Area(s):	5, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	8,542	cy	$ 8.00	$ 68,338
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	17,084	sy	$ 5.00	$ 85,422
304	10" Concrete Pavement w/ 6" Curb	15,431	sy	$ 50.00	$ 771,556
404	4" Topsoil	7,164	sy	$ 4.50	$ 32,240
504	5" Concrete Sidewalk	49,600	sf	$ 3.75	$ 186,000
604	Moisture Conditioning	17,084	sy	$ 8.00	$ 136,676
704	Street Lighting	2,480	lf	$ 70.00	$ 173,600
				Paving Construction Cost Subtotal:	**$ 1,453,831**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 116,306
√	Traffic Control	Construction Phase Traffic Control	3%	$ 43,615
√	Pavement Markings/Signs		4%	$ 58,153
√	Roadway Drainage	Standard Internal System	25%	$ 363,458
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 72,692
√	Sewer	Minor Adjustments	2%	$ 29,077
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 87,230
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 770,530**

Paving and Allowance Subtotal:		**$ 2,224,362**
Construction Contingency:	15%	$ 333,654
Construction Cost TOTAL:		**$ 2,559,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,559,000**
Engineering/Survey/Testing:		18%	$ 460,620
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 255,900
		Impact Fee Project Cost TOTAL:	**$ 3,276,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-28,6-32**
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	PUNK CARTER PKWY TO CAREY RD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD-G			
Length (lf):	4,170			
Service Area(s):	5, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	14,363	cy	$ 8.00	$ 114,907
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	28,727	sy	$ 5.00	$ 143,633
304	10" Concrete Pavement w/ 6" Curb	25,947	sy	$ 50.00	$ 1,297,333
404	4" Topsoil	12,047	sy	$ 4.50	$ 54,210
504	5" Concrete Sidewalk	83,400	sf	$ 3.75	$ 312,750
604	Moisture Conditioning	28,727	sy	$ 8.00	$ 229,813
704	Street Lighting	4,170	lf	$ 70.00	$ 291,900
				Paving Construction Cost Subtotal:	**$ 2,444,547**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 195,564
√	Traffic Control	Construction Phase Traffic Control	3%	$ 73,336
√	Pavement Markings/Signs		4%	$ 97,782
√	Roadway Drainage	Standard Internal System	25%	$ 611,137
√	Special Drainage Structures	Major Floodplain Crossing	$3,558,044	$ 3,558,044
√	Water	Minor Adjustments	5%	$ 122,227
√	Sewer	Minor Adjustments	2%	$ 48,891
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 146,673
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 4,853,654**

Paving and Allowance Subtotal:		**$ 7,298,200**
Construction Contingency:	15%	$ 1,094,730
Construction Cost TOTAL:		**$ 8,393,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 8,393,000**
Engineering/Survey/Testing:		18%	$ 1,510,740
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 839,300
		Impact Fee Project Cost TOTAL:	**$ 10,743,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-29,6-34**
Name:	LEGACY DR	**This project consists of the construction of two additonal lanes to complete a four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial. City Staff estimates this project to cost $5,849,615.**		
Limits:	CAREY RD TO CLEAR CREEK PKWY			
Impact Fee Class:	P6D (1/2)			
Existing Lanes:	2UD			
Length (lf):	3,010			
Service Area(s):	5, 6			

Impact Fee Project Cost Summary	
Impact Fee Project Cost TOTAL:	**$ 5,849,615**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-30,6-35**
Name:	LEGACY DR	**This project consists of the construction of two additonal lanes to complete a four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	CLEAR CREEK PKWY TO FRONTIER PKWY		
Impact Fee Class:	P6D (1/2)		
Existing Lanes:	2UD		
Length (lf):	2,220		
Service Area(s):	5, 6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	3,823	cy	$ 8.00	$ 30,587
205	8" Lime Stabilized Subgrade @ 100 lbs/sy	15,293	sy	$ 5.00	$ 76,467
305	10" Concrete Pavement w/ 6" Curb	6,907	sy	$ 50.00	$ 345,333
405	4" Topsoil	0	sy	$ 4.50	$ -
505	5" Concrete Sidewalk	22,200	sf	$ 3.75	$ 83,250
605	Moisture Conditioning	7,647	sy	$ 8.00	$ 61,173
705	Street Lighting	2,220	lf	$ 70.00	$ 155,400
				Paving Construction Cost Subtotal:	**$ 752,210**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 60,177
√	Traffic Control	Construction Phase Traffic Control	3%	$ 22,566
√	Pavement Markings/Signs		4%	$ 30,088
√	Roadway Drainage	Standard Internal System	25%	$ 188,053
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 37,611
√	Sewer	Minor Adjustments	2%	$ 15,044
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 45,133
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 398,671**

Paving and Allowance Subtotal:		**$ 1,150,881**
Construction Contingency:	15%	$ 172,632
Construction Cost TOTAL:		**$ 1,324,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,324,000**
Engineering/Survey/Testing:		18%	$ 238,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 132,400
		Impact Fee Project Cost TOTAL:	**$ 1,695,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-31**
Name:	McNABB DR	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	MOBBERLY RD TO 919 FT NORTH OF GLENDENNING PKWY		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	3,220		
Service Area(s):	5		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	11,091	cy	$ 8.00	$ 88,729
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	22,182	sy	$ 5.00	$ 110,911
302	10" Concrete Pavement w/ 6" Curb	20,036	sy	$ 50.00	$ 1,001,778
402	4" Topsoil	9,302	sy	$ 4.50	$ 41,860
502	5" Concrete Sidewalk	64,400	sf	$ 3.75	$ 241,500
602	Moisture Conditioning	22,182	sy	$ 8.00	$ 177,458
702	Street Lighting	3,220	lf	$ 70.00	$ 225,400
				Paving Construction Cost Subtotal:	**$ 1,887,636**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 151,011
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 75,505
√	Roadway Drainage	Standard Internal System	25%	$ 471,909
√	Special Drainage Structures	Minor Stream Crossing(s)	$250,000	$ 250,000
√	Water	Minor Adjustments	5%	$ 94,382
√	Sewer	Minor Adjustments	2%	$ 37,753
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 113,258
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,193,818**

Paving and Allowance Subtotal:		**$ 3,081,453**
Construction Contingency:	15%	$ 462,218
Construction Cost TOTAL:		**$ 3,544,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,544,000**
Engineering/Survey/Testing:		18%	$ 637,920
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 708,800
		Impact Fee Project Cost TOTAL:	**$ 4,891,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-32**
Name:	CAREY RD	**This project consists of the construction of a new two-lane undivided collector.**		
Limits:	BOTHWELL BLVD TO SMILEY RD			
Impact Fee Class:	C2U			
Existing Lanes:	XX			
Length (lf):	2,745			
Service Area(s):	5			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	4,067	cy	$ 8.00	$ 32,533
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	12,200	sy	$ 5.00	$ 61,000
301	9" Concrete Pavement w/ 6" Curb	8,235	sy	$ 40.00	$ 329,400
401	4" Topsoil	4,575	sy	$ 4.50	$ 20,588
501	5" Concrete Sidewalk	43,920	sf	$ 3.75	$ 164,700
601	Moisture Conditioning	12,200	sy	$ 8.00	$ 97,600
701	Street Lighting	2,745	lf	$ 70.00	$ 192,150
				Paving Construction Cost Subtotal:	**$ 897,971**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 71,838
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 35,919
√	Roadway Drainage	Standard Internal System	25%	$ 224,493
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 44,899
√	Sewer	Minor Adjustments	2%	$ 17,959
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 53,878
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 448,985**

Paving and Allowance Subtotal:		**$ 1,346,956**
Construction Contingency:	15%	$ 202,043
Construction Cost TOTAL:		**$ 1,549,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,549,000**
Engineering/Survey/Testing:		18%	$ 278,820
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 309,800
		Impact Fee Project Cost TOTAL:	**$ 2,138,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-33**
Name:	PARVIN RD	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**		
Limits:	FRONTIER PKWY TO LEGACY DR			
Impact Fee Class:	C2U			
Existing Lanes:	2UD			
Length (lf):	3,960			
Service Area(s):	5			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	5,867	cy	$ 8.00	$ 46,933
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	17,600	sy	$ 5.00	$ 88,000
301	9" Concrete Pavement w/ 6" Curb	11,880	sy	$ 40.00	$ 475,200
401	4" Topsoil	6,600	sy	$ 4.50	$ 29,700
501	5" Concrete Sidewalk	63,360	sf	$ 3.75	$ 237,600
601	Moisture Conditioning	17,600	sy	$ 8.00	$ 140,800
701	Street Lighting	3,960	lf	$ 70.00	$ 277,200
				Paving Construction Cost Subtotal:	**$ 1,295,433**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 103,635
√	Traffic Control	Construction Phase Traffic Control	3%	$ 38,863
√	Pavement Markings/Signs		4%	$ 51,817
√	Roadway Drainage	Standard Internal System	25%	$ 323,858
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 64,772
√	Sewer	Minor Adjustments	2%	$ 25,909
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 77,726
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 686,580**

Paving and Allowance Subtotal:		**$ 1,982,013**
Construction Contingency:	15%	$ 297,302
Construction Cost TOTAL:		**$ 2,280,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,280,000**
Engineering/Survey/Testing:		18%	$ 410,400
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 228,000
		Impact Fee Project Cost TOTAL:	**$ 2,918,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-34**
Name:	BOTHWELL BLVD		
Limits:	885 FT NORTH OF PUNK CARTER PKWY TO 3500 FT WEST OF SMILEY RD		
Impact Fee Class:	M4D		
Existing Lanes:	2UD		
Length (lf):	1,740		
Service Area(s):	5		

This project consists of the reconstruction of the existing road as a four-lane divided minor arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	5,993	cy	$ 8.00	$ 47,947
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	11,987	sy	$ 5.00	$ 59,933
302	10" Concrete Pavement w/ 6" Curb	10,827	sy	$ 50.00	$ 541,333
402	4" Topsoil	5,027	sy	$ 4.50	$ 22,620
502	5" Concrete Sidewalk	34,800	sf	$ 3.75	$ 130,500
602	Moisture Conditioning	11,987	sy	$ 8.00	$ 95,893
702	Street Lighting	1,740	lf	$ 70.00	$ 121,800
				Paving Construction Cost Subtotal:	**$ 1,020,027**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 81,602
√	Traffic Control	Construction Phase Traffic Control	3%	$ 30,601
√	Pavement Markings/Signs		4%	$ 40,801
√	Roadway Drainage	Standard Internal System	25%	$ 255,007
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 51,001
√	Sewer	Minor Adjustments	2%	$ 20,401
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 61,202
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 540,614**

Paving and Allowance Subtotal:		**$ 1,560,641**
Construction Contingency:	15%	$ 234,096
Construction Cost TOTAL:		**$ 1,795,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,795,000**
Engineering/Survey/Testing:		18%	$ 323,100
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 179,500
		Impact Fee Project Cost TOTAL:	**$ 2,298,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-35**
Name:	MAYER PKWY		
Limits:	2250 FT SOUTH OF CRUTCHFIELD DR TO 1252 FT NORTH OF FRONTIER PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,425		
Service Area(s):	5		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,908	cy	$ 8.00	$ 39,267
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	9,817	sy	$ 5.00	$ 49,083
304	10" Concrete Pavement w/ 6" Curb	8,867	sy	$ 50.00	$ 443,333
404	4" Topsoil	4,117	sy	$ 4.50	$ 18,525
504	5" Concrete Sidewalk	28,500	sf	$ 3.75	$ 106,875
604	Moisture Conditioning	9,817	sy	$ 8.00	$ 78,533
704	Street Lighting	1,425	lf	$ 70.00	$ 99,750
				Paving Construction Cost Subtotal:	**$ 835,367**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 66,829
√	Traffic Control	Construction Phase Traffic Control	3%	$ 25,061
√	Pavement Markings/Signs		4%	$ 33,415
√	Roadway Drainage	Standard Internal System	25%	$ 208,842
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 41,768
√	Sewer	Minor Adjustments	2%	$ 16,707
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 50,122
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 442,744**

Paving and Allowance Subtotal:		**$ 1,278,111**
Construction Contingency:	15%	$ 191,717
Construction Cost TOTAL:		**$ 1,470,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,470,000**
Engineering/Survey/Testing:		18%	$ 264,600
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 147,000
		Impact Fee Project Cost TOTAL:	**$ 1,882,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area 6

#	Class	Project	Limits	Status	Project Cost
3-25,6-1	P6D	FM 428	LEGACY DR TO DENTON COUNTY LINE	Widening	$ 3,625,000
3-26,6-2	P6D	FM 428	LEGACY DR TO DALLAS NORTH TOLLWAY	Widening	$ 5,856,000
3-27,6-3	P6D	FM 428	DALLAS NORTH TOLLWAY TO 797 FT WEST OF CR 55	Widening	$ 5,856,000
3-28,6-4	P6D	GLENDENNING PKWY	CELINA PKWY TO GLENDENNING PKWY	New Build	$ 1,946,000
3-29,6-5	P6D	GLENDENNING PKWY	PRESTON RD TO OLD CELINA CEMETERY	Widening	$ 15,127,000
6-6	P6D (1/2)	PUNK CARTER PKWY	LEGACY DR TO HUDDLESTON DR	Widening	$ 4,361,000
6-7	P6D (1/2)	PUNK CARTER PKWY	HUDDLESTON DR TO DALLAS NORTH TOLLWAY	Widening	$ 2,378,000
6-8	P6D (1/2)	PUNK CARTER PKWY	DALLAS NORTH TOLLWAY TO 687 FT EAST OF DALLAS NORTH TOLLWAY	Widening	$ 524,000
6-9	P6D (1/2)	PUNK CARTER PKWY	687 FT EAST OF DALLAS NORTH TOLLWAY TO HAMILTON RD	Widening	$ 726,000
6-10	P6D	PUNK CARTER PKWY	HAMILTON RD TO LIGHT FARMS WAY	New Build	$ 1,180,000
6-11	P6D	PUNK CARTER PKWY	LIGHT FARMS WAY TO CR 51	New Build	$ 1,896,000
6-12	C2U	CAREY RD	HUDDLESTON DR TO 984 FT WEST OF HUDDLESTON DR	New Build	$ 1,704,000
6-13	M4D	DOE BRANCH BLVD	2926 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY	New Build	$ 3,831,000
6-14	P6D	PUNK CARTER PKWY	CR 51 TO PRESTON RD	New Build	$ 17,828,000
6-15	C2U	LAUGHLIN LN	STARLIGHT CREEK DR TO PRESTON	New Build	$ 1,154,000
6-16	M4D	DOE BRANCH BLVD	3779 FT WEST OF DALLAS NORTH TOLLWAY TO 2926 FT WEST OF DALLAS NORTH TOLLWAY	New Build	$ 1,403,000
6-17	P6D	FRONTIER PKWY	LEGACY DR TO DALLAS NORTH TOLLWAY	Widening	$ 7,526,000
6-18	P6D	FRONTIER PKWY	DALLAS NORTH TOLLWAY TO BRIDGEWATER DR	Widening	$ 523,066
6-19	P6D	FRONTIER PKWY	1275 FT WEST OF PRESTON RD TO PRESTON RD	Widening	$ 570,617
6-20	P6D	FRONTIER PKWY	PRAIRE CROSSING TO 956 FT EAST OF BNSF	Widening	$ 618,168
6-21	M4D	DOE BRANCH BLVD	1746 FT NORTH OF CLEAR CREEK PKWY TO 2909 FT NORTH OF CLEAR CREEK PKWY	New Build	$ 810,000
6-22	M4D	HUDDLESTON DR	1982 FT SOUTH OF GLENDENNING PKWY TO 3946 FT SOUTH OF GLENDENNING	New Build	$ 2,799,000
6-23	P6D	CELINA PKWY	ALAN DR TO OUTER LOOP	New Build	$ 3,685,000
6-24	P6D	LEGACY DR	GLENDENNING PKWY TO OUTER LOOP	New Build	$ 7,223,000
6-25	M4D	HUDDLESTON DR	GLENDENNING PKWY TO 1982 FT SOUTH OF GLENDENNING PKWY	New Build	$ 2,799,000
6-26	M4D	HUDDLESTON DR	PUNK CARTER PKWY TO CAREY RD	New Build	$ 4,195,000
6-27	M4D	LIGHT FARMS WAY	OUTER LOOP TO PUNK CARTER PKWY	New Build	$ 2,799,000
6-28	P6D	CELINA PKWY	790 FT NORTH OF GREENWAY AVE TO 321 FT NORTH OF GREENWAY AVE	Widening	$ 627,000
6-29	M4D	DOE BRANCH BLVD	CLEAR CREEK PKWY TO 1009 FT NORTH OF CLEAR CREEK PKWY	New Build	$ 1,180,000
6-30	P6D	CELINA PKWY	321 FT NORTH OF GREENWAY AVE TO 171 FT NORTH OF ALAN DR	Widening	$ 1,670,000
6-31	M4D (1/2)	HUDDLESTON DR	OUTER LOOP TO PUNK CARTER PKWY	Widening	$ 1,797,000
5-28,6-32	P6D	LEGACY DR	PUNK CARTER PKWY TO CAREY RD	Widening	$ 10,743,000
5-26,6-33	P6D	LEGACY DR	OUTER LOOP TO 983 FT NORTH OF OUTER LOOP	Widening	$ 1,327,000
5-29,6-34	P6D (1/2)	LEGACY DR	CAREY RD TO CLEAR CREEK PKWY	Widening	$ 5,849,615
5-30,6-35	P6D (1/2)	LEGACY DR	CLEAR CREEK PKWY TO FRONTIER PKWY	Widening	$ 1,695,000
5-27,6-36	P6D	LEGACY DR	OUTER LOOP TO PUNK CARTER PKWY	Widening	$ 3,276,000
6-37,7-30	P6D	PRESTON RD	1214 FT NORTH OF FRONTIER PKWY TO OWNSBY PKWY	Widening	$ 7,008,000
6-38,7-29	P6D	PRESTON RD	PUNK CARTER PKWY TO OWNSBY PKWY	Widening	$ 3,558,000
6-39,7-28	P6D	PRESTON RD	OUTER LOOP TO PUNK CARTER PKWY	Widening	$ 3,836,000
6-40,7-27	P6D	PRESTON RD	GLENDENNING PKWY TO OUTER LOOP	Widening	$ 5,091,000
6-41	C2U	CAREY RD	CAREY RD TO DALAS NORTH TOLLWAY	New Build	$ 3,515,000
6-42	M4D	CLEAR CREEK PKWY	1782 FT EAST OF DOE BRANCH BLVD TO DALLAS NORTH TOLLWAY	New Build	$ 3,538,000
6-43	C2U	CAREY RD	LEGACY DR TO 2000 FT EAST OF LEGACY DR	New Build	$ 1,627,000
				ROADWAY TOTAL	**$ 159,280,466**

Type	Intersection	Project Cost
Int. Improvements	Preston Rd & Frontier Pkwy	$ 150,000
Int. Improvements	Preston Rd & Collin County Outer Loop	$ 1,800,000
Int. Improvements	Preston Rd & Punk Carter Pkwy	$ 900,000
Int. Improvements	Preston Rd & Ownsby Pkwy	$ 900,000
Int. Improvements	Preston Rd & John Cambell	$ 150,000
Int. Improvements	Collin County Outer Loop & Celina Pkwy	$ 1,800,000
Int. Improvements	Dallas North Tollway & Light Farms Way	$ 1,350,000
Int. Improvements	Dallas North Tollway & Punk Carter Pkwy	$ 1,800,000
Int. Improvements	Dallas North Tollway & Clear Creek Pkwy	$ 600,000
Int. Improvements	Punk Carter Pkwy & Huddleston Dr	$ 1,500,000
Int. Improvements	Collin County Outer Loop & Dallas North Tollway	$ 1,800,000
Int. Improvements	Carey Rd & Huddleston Dr	$ 300,000
Int. Improvements	Punk Carter Pkwy & Light Farms Way	$ 1,500,000
Int. Improvements	Frontier Pkwy & Worthington Way	$ 600,000
Int. Improvements	Dallas North Tollway & Frontier Pkwy	$ 1,500,000
Int. Improvements	Frontier Pkwy & Doe Branch Blvd	$ 1,800,000
Int. Improvements	Legacy Dr & Punk Carter Pkwy	$ 1,800,000
Int. Improvements	Celina Pkwy & Glendenning Pkwy	$ 300,000
Int. Improvements	Dallas North Tollway & Glendenning Pkwy	$ 1,650,000

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area 6

#	Class	Project	Limits	Status	Project Cost
Int. Improvements			Glendenning Pkwy & Huddleston Dr		$ 300,000
Int. Improvements			Glendenning Pkwy & Legacy Dr		$ 300,000
Int. Improvements			Collin County Outer Loop & Legacy Dr		$ 1,800,000
Int. Improvements			Frontier Pkwy & Legacy Dr		$ 1,800,000
Int. Improvements			Legacy Dr & Clear Creek Pkwy		$ 1,200,000
Int. Improvements			Preston Rd & Glendenning Pkwy		$ 1,500,000
				INTERSECTION TOTAL	**$ 29,100,000**

Type	Project	Project Cost
Prior ROW Dedication - Various Developments	Dallas North Tollway ROW	$ 8,724,920
	SERVICE AREA TOTAL	**$ 197,105,386**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**3-25,6-1**
Name:	FM 428	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	LEGACY DR TO DENTON COUNTY LINE			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	2,745			
Service Area(s):	3, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,455	cy	$ 8.00	$ 75,640
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,910	sy	$ 5.00	$ 94,550
304	10" Concrete Pavement w/ 6" Curb	17,080	sy	$ 50.00	$ 854,000
404	4" Topsoil	7,930	sy	$ 4.50	$ 35,685
504	5" Concrete Sidewalk	54,900	sf	$ 3.75	$ 205,875
604	Moisture Conditioning	18,910	sy	$ 8.00	$ 151,280
704	Street Lighting	2,745	lf	$ 70.00	$ 192,150
				Paving Construction Cost Subtotal:	**$ 1,609,180**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 128,734
√	Traffic Control	Construction Phase Traffic Control	3%	$ 48,275
√	Pavement Markings/Signs		4%	$ 64,367
√	Roadway Drainage	Standard Internal System	25%	$ 402,295
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 80,459
√	Sewer	Minor Adjustments	2%	$ 32,184
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 96,551
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 852,865**

Paving and Allowance Subtotal:		**$ 2,462,045**
Construction Contingency:	15%	$ 369,307
Construction Cost TOTAL:		**$ 2,832,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,832,000**
Engineering/Survey/Testing:		18%	$ 509,760
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 283,200
		Impact Fee Project Cost TOTAL:	**$ 3,625,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**3-26,6-2**
Name:	FM 428	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	LEGACY DR TO DALLAS NORTH TOLLWAY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	4,435			
Service Area(s):	3, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	15,276	cy	$ 8.00	$ 122,209
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	30,552	sy	$ 5.00	$ 152,761
304	10" Concrete Pavement w/ 6" Curb	27,596	sy	$ 50.00	$ 1,379,778
404	4" Topsoil	12,812	sy	$ 4.50	$ 57,655
504	5" Concrete Sidewalk	88,700	sf	$ 3.75	$ 332,625
604	Moisture Conditioning	30,552	sy	$ 8.00	$ 244,418
704	Street Lighting	4,435	lf	$ 70.00	$ 310,450
				Paving Construction Cost Subtotal:	**$ 2,599,896**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 207,992
√	Traffic Control	Construction Phase Traffic Control	3%	$ 77,997
√	Pavement Markings/Signs		4%	$ 103,996
√	Roadway Drainage	Standard Internal System	25%	$ 649,974
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 129,995
√	Sewer	Minor Adjustments	2%	$ 51,998
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 155,994
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,377,945**

Paving and Allowance Subtotal:		**$ 3,977,840**
Construction Contingency:	15%	$ 596,676
Construction Cost TOTAL:		**$ 4,575,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,575,000**
Engineering/Survey/Testing:		18%	$ 823,500
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 457,500
		Impact Fee Project Cost TOTAL:	**$ 5,856,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**3-27,6-3**
Name:	FM 428	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	DALLAS NORTH TOLLWAY TO 797 FT WEST OF CR 55		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	3,325		
Service Area(s):	3, 6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	11,453	cy	$ 8.00	$ 91,622
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	22,906	sy	$ 5.00	$ 114,528
304	10" Concrete Pavement w/ 6" Curb	20,689	sy	$ 50.00	$ 1,034,444
404	4" Topsoil	9,606	sy	$ 4.50	$ 43,225
504	5" Concrete Sidewalk	66,500	sf	$ 3.75	$ 249,375
604	Moisture Conditioning	22,906	sy	$ 8.00	$ 183,244
704	Street Lighting	3,325	lf	$ 70.00	$ 232,750
				Paving Construction Cost Subtotal:	**$ 1,949,189**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 155,935
√	Traffic Control	Construction Phase Traffic Control	3%	$ 58,476
√	Pavement Markings/Signs		4%	$ 77,968
√	Roadway Drainage	Standard Internal System	25%	$ 487,297
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 97,459
√	Sewer	Minor Adjustments	2%	$ 38,984
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 116,951
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,033,070**

Paving and Allowance Subtotal:		**$ 2,982,259**
Construction Contingency:	15%	$ 447,339
Construction Cost TOTAL:		**$ 3,430,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,430,000**
Engineering/Survey/Testing:		18%	$ 617,400
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 343,000
		Impact Fee Project Cost TOTAL:	**$ 4,390,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**3-28,6-4**
Name:	GLENDENNING PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	CELINA PKWY TO GLENDENNING PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	XX			
Length (lf):	1,110			
Service Area(s):	3, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,823	cy	$ 8.00	$ 30,587
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	7,647	sy	$ 5.00	$ 38,233
304	10" Concrete Pavement w/ 6" Curb	6,907	sy	$ 50.00	$ 345,333
404	4" Topsoil	3,207	sy	$ 4.50	$ 14,430
504	5" Concrete Sidewalk	22,200	sf	$ 3.75	$ 83,250
604	Moisture Conditioning	7,647	sy	$ 8.00	$ 61,173
704	Street Lighting	1,110	lf	$ 70.00	$ 77,700
				Paving Construction Cost Subtotal:	**$ 650,707**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 52,057
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 26,028
√	Roadway Drainage	Standard Internal System	25%	$ 162,677
√	Special Drainage Structures	Minor Stream Crossing(s)	$250,000	$ 250,000
√	Water	Minor Adjustments	5%	$ 32,535
√	Sewer	Minor Adjustments	2%	$ 13,014
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 39,042
	Other:		-	$ -
			Allowance Subtotal:	**$ 575,353**

Paving and Allowance Subtotal:		**$ 1,226,060**
Construction Contingency:	15%	$ 183,909
Construction Cost TOTAL:		**$ 1,410,000**

**Allowances based on % of Paving Construction Cost Subtotal

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,410,000**
Engineering/Survey/Testing:		18%	$ 253,800
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 282,000
		Impact Fee Project Cost TOTAL:	**$ 1,946,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**3-29,6-5**
Name:	GLENDENNING PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	PRESTON RD TO OLD CELINA CEMETERY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	4,595			
Service Area(s):	3, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	15,827	cy	$ 8.00	$ 126,618
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	31,654	sy	$ 5.00	$ 158,272
304	10" Concrete Pavement w/ 6" Curb	28,591	sy	$ 50.00	$ 1,429,556
404	4" Topsoil	13,274	sy	$ 4.50	$ 59,735
504	5" Concrete Sidewalk	91,900	sf	$ 3.75	$ 344,625
604	Moisture Conditioning	31,654	sy	$ 8.00	$ 253,236
704	Street Lighting	4,595	lf	$ 70.00	$ 321,650
				Paving Construction Cost Subtotal:	**$ 2,693,691**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 215,495
√	Traffic Control	Construction Phase Traffic Control	3%	$ 80,811
√	Pavement Markings/Signs		4%	$ 107,748
√	Roadway Drainage	Standard Internal System	25%	$ 673,423
√	Special Drainage Structures	Major Floodplain Crossing	$1,155,042	$ 1,155,042
√	Water	Minor Adjustments	5%	$ 134,685
√	Sewer	Minor Adjustments	2%	$ 53,874
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 161,621
√	Other:	Grade-Separated Railroad Crossing	-	$ 5,000,000
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 7,582,698**

Paving and Allowance Subtotal:		**$ 10,276,389**
Construction Contingency:	15%	$ 1,541,458
Construction Cost TOTAL:		**$ 11,818,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 11,818,000**
Engineering/Survey/Testing:		18%	$ 2,127,240
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 1,181,800
		Impact Fee Project Cost TOTAL:	**$ 15,127,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-6**
Name:	PUNK CARTER PKWY	**This project consists of the construction of two additonal lanes to complete a four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	LEGACY DR TO HUDDLESTON DR			
Impact Fee Class:	P6D (1/2)			
Existing Lanes:	2UD			
Length (lf):	4,750			
Service Area(s):	6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	8,181	cy	$ 8.00	$ 65,444
205	8" Lime Stabilized Subgrade @ 100 lbs/sy	32,722	sy	$ 5.00	$ 163,611
305	10" Concrete Pavement w/ 6" Curb	14,778	sy	$ 50.00	$ 738,889
405	4" Topsoil	0	sy	$ 4.50	$ -
505	5" Concrete Sidewalk	47,500	sf	$ 3.75	$ 178,125
605	Moisture Conditioning	16,361	sy	$ 8.00	$ 130,889
705	Street Lighting	4,750	lf	$ 70.00	$ 332,500
				Paving Construction Cost Subtotal:	**$ 1,609,458**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 128,757
√	Traffic Control	Construction Phase Traffic Control	3%	$ 48,284
√	Pavement Markings/Signs		4%	$ 64,378
√	Roadway Drainage	Standard Internal System	25%	$ 402,365
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 80,473
√	Sewer	Minor Adjustments	2%	$ 32,189
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 96,568
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,353,013**

Paving and Allowance Subtotal:		**$ 2,962,471**
Construction Contingency:	15%	$ 444,371
Construction Cost TOTAL:		**$ 3,407,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,407,000**
Engineering/Survey/Testing:		18%	$ 613,260
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 340,700
		Impact Fee Project Cost TOTAL:	**$ 4,361,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 6-7
Name:	PUNK CARTER PKWY	**This project consists of the construction of two additonal lanes to complete a four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	HUDDLESTON DR TO DALLAS NORTH TOLLWAY		
Impact Fee Class:	P6D (1/2)		
Existing Lanes:	2UD		
Length (lf):	3,115		
Service Area(s):	6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	5,365	cy	$ 8.00	$ 42,918
205	8" Lime Stabilized Subgrade @ 100 lbs/sy	21,459	sy	$ 5.00	$ 107,294
305	10" Concrete Pavement w/ 6" Curb	9,691	sy	$ 50.00	$ 484,556
405	4" Topsoil	0	sy	$ 4.50	$ -
505	5" Concrete Sidewalk	31,150	sf	$ 3.75	$ 116,813
605	Moisture Conditioning	10,729	sy	$ 8.00	$ 85,836
705	Street Lighting	3,115	lf	$ 70.00	$ 218,050
				Paving Construction Cost Subtotal:	**$ 1,055,466**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 84,437
√	Traffic Control	Construction Phase Traffic Control	3%	$ 31,664
√	Pavement Markings/Signs		4%	$ 42,219
√	Roadway Drainage	Standard Internal System	25%	$ 263,866
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 52,773
√	Sewer	Minor Adjustments	2%	$ 21,109
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 63,328
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 559,397**

Paving and Allowance Subtotal:		**$ 1,614,863**
Construction Contingency:	15%	$ 242,229
Construction Cost TOTAL:		**$ 1,858,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,858,000**
Engineering/Survey/Testing:		18%	$ 334,440
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 185,800
		Impact Fee Project Cost TOTAL:	**$ 2,378,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-8**
Name:	PUNK CARTER PKWY		
Limits:	DALLAS NORTH TOLLWAY TO 687 FT EAST OF DALLAS NORTH TOLLWAY		
Impact Fee Class:	P6D (1/2)		
Existing Lanes:	3D		
Length (lf):	685		
Service Area(s):	6		

This project consists of the construction of two additonal lanes to complete a four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	1,180	cy	$ 8.00	$ 9,438
205	8" Lime Stabilized Subgrade @ 100 lbs/sy	4,719	sy	$ 5.00	$ 23,594
305	10" Concrete Pavement w/ 6" Curb	2,131	sy	$ 50.00	$ 106,556
405	4" Topsoil	0	sy	$ 4.50	$ -
505	5" Concrete Sidewalk	6,850	sf	$ 3.75	$ 25,688
605	Moisture Conditioning	2,359	sy	$ 8.00	$ 18,876
705	Street Lighting	685	lf	$ 70.00	$ 47,950
				Paving Construction Cost Subtotal:	**$ 232,101**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 18,568
√	Traffic Control	Construction Phase Traffic Control	3%	$ 6,963
√	Pavement Markings/Signs		4%	$ 9,284
√	Roadway Drainage	Standard Internal System	25%	$ 58,025
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 11,605
√	Sewer	Minor Adjustments	2%	$ 4,642
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 13,926
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 123,013**
			Paving and Allowance Subtotal:	**$ 355,114**
			Construction Contingency: 15%	$ 53,267
			Construction Cost TOTAL:	**$ 409,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 409,000**
Engineering/Survey/Testing:		18%	$ 73,620
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 40,900
		Impact Fee Project Cost TOTAL:	**$ 524,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-9**
Name:	PUNK CARTER PKWY		
Limits:	687 FT EAST OF DALLAS NORTH TOLLWAY TO HAMILTON RD		
Impact Fee Class:	P6D (1/2)		
Existing Lanes:	2UD		
Length (lf):	950		
Service Area(s):	6		

This project consists of the construction of two additonal lanes to complete a four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	1,636	cy	$ 8.00	$ 13,089
205	8" Lime Stabilized Subgrade @ 100 lbs/sy	6,544	sy	$ 5.00	$ 32,722
305	10" Concrete Pavement w/ 6" Curb	2,956	sy	$ 50.00	$ 147,778
405	4" Topsoil	0	sy	$ 4.50	$ -
505	5" Concrete Sidewalk	9,500	sf	$ 3.75	$ 35,625
605	Moisture Conditioning	3,272	sy	$ 8.00	$ 26,178
705	Street Lighting	950	lf	$ 70.00	$ 66,500
				Paving Construction Cost Subtotal:	**$ 321,892**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 25,751
√	Traffic Control	Construction Phase Traffic Control	3%	$ 9,657
√	Pavement Markings/Signs		4%	$ 12,876
√	Roadway Drainage	Standard Internal System	25%	$ 80,473
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 16,095
√	Sewer	Minor Adjustments	2%	$ 6,438
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 19,314
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 170,603**

Paving and Allowance Subtotal:		**$ 492,494**
Construction Contingency:	15%	$ 73,874
Construction Cost TOTAL:		**$ 567,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 567,000**
Engineering/Survey/Testing:		18%	$ 102,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 56,700
		Impact Fee Project Cost TOTAL:	**$ 726,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-10**
Name:	PUNK CARTER PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	HAMILTON RD TO LIGHT FARMS WAY			
Impact Fee Class:	P6D			
Existing Lanes:	XX			
Length (lf):	845			
Service Area(s):	6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	2,911	cy	$ 8.00	$ 23,284
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	5,821	sy	$ 5.00	$ 29,106
304	10" Concrete Pavement w/ 6" Curb	5,258	sy	$ 50.00	$ 262,889
404	4" Topsoil	2,441	sy	$ 4.50	$ 10,985
504	5" Concrete Sidewalk	16,900	sf	$ 3.75	$ 63,375
604	Moisture Conditioning	5,821	sy	$ 8.00	$ 46,569
704	Street Lighting	845	lf	$ 70.00	$ 59,150
				Paving Construction Cost Subtotal:	**$ 495,358**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 39,629
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 19,814
√	Roadway Drainage	Standard Internal System	25%	$ 123,839
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 24,768
√	Sewer	Minor Adjustments	2%	$ 9,907
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 29,721
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 247,679**
			Paving and Allowance Subtotal:	**$ 743,037**
			Construction Contingency: 15%	$ 111,456
			Construction Cost TOTAL:	**$ 855,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 855,000**
Engineering/Survey/Testing:		18%	$ 153,900
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 171,000
		Impact Fee Project Cost TOTAL:	**$ 1,180,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-11**
Name:	PUNK CARTER PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	LIGHT FARMS WAY TO CR 51			
Impact Fee Class:	P6D			
Existing Lanes:	XX			
Length (lf):	790			
Service Area(s):	6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	2,721	cy	$ 8.00	$ 21,769
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	5,442	sy	$ 5.00	$ 27,211
304	10" Concrete Pavement w/ 6" Curb	4,916	sy	$ 50.00	$ 245,778
404	4" Topsoil	2,282	sy	$ 4.50	$ 10,270
504	5" Concrete Sidewalk	15,800	sf	$ 3.75	$ 59,250
604	Moisture Conditioning	5,442	sy	$ 8.00	$ 43,538
704	Street Lighting	790	lf	$ 70.00	$ 55,300
				Paving Construction Cost Subtotal:	**$ 463,116**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 37,049
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 18,525
√	Roadway Drainage	Standard Internal System	25%	$ 115,779
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 23,156
√	Sewer	Minor Adjustments	2%	$ 9,262
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 27,787
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 731,558**

Paving and Allowance Subtotal:		**$ 1,194,673**
Construction Contingency:	15%	$ 179,201
Construction Cost TOTAL:		**$ 1,374,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,374,000**
Engineering/Survey/Testing:		18%	$ 247,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 274,800
		Impact Fee Project Cost TOTAL:	**$ 1,896,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-12**
Name:	CAREY RD	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	HUDDLESTON DR TO 984 FT WEST OF HUDDLESTON DR		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	950		
Service Area(s):	6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,407	cy	$ 8.00	$ 11,259
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	4,222	sy	$ 5.00	$ 21,111
301	9" Concrete Pavement w/ 6" Curb	2,850	sy	$ 40.00	$ 114,000
401	4" Topsoil	1,583	sy	$ 4.50	$ 7,125
501	5" Concrete Sidewalk	15,200	sf	$ 3.75	$ 57,000
601	Moisture Conditioning	4,222	sy	$ 8.00	$ 33,778
701	Street Lighting	950	lf	$ 70.00	$ 66,500
				Paving Construction Cost Subtotal:	**$ 310,773**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 24,862
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 12,431
√	Roadway Drainage	Standard Internal System	25%	$ 77,693
√	Special Drainage Structures	Major Floodplain Crossing	$607,190	$ 607,190
√	Water	Minor Adjustments	5%	$ 15,539
√	Sewer	Minor Adjustments	2%	$ 6,215
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 18,646
	Other:		-	$ -
			Allowance Subtotal:	**$ 762,576**

Paving and Allowance Subtotal:		**$ 1,073,349**
Construction Contingency:	15%	$ 161,002
Construction Cost TOTAL:		**$ 1,235,000**

**Allowances based on % of Paving Construction Cost Subtotal

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,235,000**
Engineering/Survey/Testing:		18%	$ 222,300
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 247,000
		Impact Fee Project Cost TOTAL:	**$ 1,704,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-13**
Name:	DOE BRANCH BLVD	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	2926 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLLWAY		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	2,745		
Service Area(s):	6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	9,455	cy	$ 8.00	$ 75,640
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,910	sy	$ 5.00	$ 94,550
302	10" Concrete Pavement w/ 6" Curb	17,080	sy	$ 50.00	$ 854,000
402	4" Topsoil	7,930	sy	$ 4.50	$ 35,685
502	5" Concrete Sidewalk	54,900	sf	$ 3.75	$ 205,875
602	Moisture Conditioning	18,910	sy	$ 8.00	$ 151,280
702	Street Lighting	2,745	lf	$ 70.00	$ 192,150
				Paving Construction Cost Subtotal:	**$ 1,609,180**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 128,734
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 64,367
√	Roadway Drainage	Standard Internal System	25%	$ 402,295
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 80,459
√	Sewer	Minor Adjustments	2%	$ 32,184
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 96,551
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 804,590**
			Paving and Allowance Subtotal:	**$ 2,413,770**
			Construction Contingency: 15%	$ 362,066
			Construction Cost TOTAL:	**$ 2,776,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,776,000**
Engineering/Survey/Testing:		18%	$ 499,680
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 555,200
		Impact Fee Project Cost TOTAL:	**$ 3,831,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-14**
Name:	PUNK CARTER PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	CR 51 TO PRESTON RD			
Impact Fee Class:	P6D			
Existing Lanes:	XX			
Length (lf):	5,490			
Service Area(s):	6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	18,910	cy	$ 8.00	$ 151,280
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	37,820	sy	$ 5.00	$ 189,100
304	10" Concrete Pavement w/ 6" Curb	34,160	sy	$ 50.00	$ 1,708,000
404	4" Topsoil	15,860	sy	$ 4.50	$ 71,370
504	5" Concrete Sidewalk	109,800	sf	$ 3.75	$ 411,750
604	Moisture Conditioning	37,820	sy	$ 8.00	$ 302,560
704	Street Lighting	5,490	lf	$ 70.00	$ 384,300
				Paving Construction Cost Subtotal:	**$ 3,218,360**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 257,469
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 128,734
√	Roadway Drainage	Standard Internal System	25%	$ 804,590
√	Special Drainage Structures	Major Floodplain Crossing	$1,405,768	$ 1,405,768
√	Water	Minor Adjustments	5%	$ 160,918
√	Sewer	Minor Adjustments	2%	$ 64,367
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 193,102
√	Other:	Grade-Separated Railroad Crossing	-	$ 5,000,000
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 8,014,948**

Paving and Allowance Subtotal:		**$ 11,233,308**
Construction Contingency:	15%	$ 1,684,996
Construction Cost TOTAL:		**$ 12,919,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 12,919,000**
Engineering/Survey/Testing:		18%	$ 2,325,420
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 2,583,800
		Impact Fee Project Cost TOTAL:	**$ 17,828,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-15**
Name:	LAUGHLIN LN	**This project consists of the construction of a new two-lane undivided collector.**		
Limits:	STARLIGHT CREEK DR TO PRESTON			
Impact Fee Class:	C2U			
Existing Lanes:	XX			
Length (lf):	1,480			
Service Area(s):	6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	2,193	cy	$ 8.00	$ 17,541
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	6,578	sy	$ 5.00	$ 32,889
301	9" Concrete Pavement w/ 6" Curb	4,440	sy	$ 40.00	$ 177,600
401	4" Topsoil	2,467	sy	$ 4.50	$ 11,100
501	5" Concrete Sidewalk	23,680	sf	$ 3.75	$ 88,800
601	Moisture Conditioning	6,578	sy	$ 8.00	$ 52,622
701	Street Lighting	1,480	lf	$ 70.00	$ 103,600
				Paving Construction Cost Subtotal:	**$ 484,152**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 38,732
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 19,366
√	Roadway Drainage	Standard Internal System	25%	$ 121,038
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 24,208
√	Sewer	Minor Adjustments	2%	$ 9,683
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 29,049
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 242,076**

Paving and Allowance Subtotal:		**$ 726,228**
Construction Contingency:	15%	$ 108,934
Construction Cost TOTAL:		**$ 836,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 836,000**
Engineering/Survey/Testing:		18%	$ 150,480
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 167,200
		Impact Fee Project Cost TOTAL:	**$ 1,154,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-16**
Name:	DOE BRANCH BLVD	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	3779 FT WEST OF DALLAS NORTH TOLLWAY TO 2926 FT WEST OF DALLAS NORTH TOLLWAY		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	1,005		
Service Area(s):	6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	3,462	cy	$ 8.00	$ 27,693
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	6,923	sy	$ 5.00	$ 34,617
302	10" Concrete Pavement w/ 6" Curb	6,253	sy	$ 50.00	$ 312,667
402	4" Topsoil	2,903	sy	$ 4.50	$ 13,065
502	5" Concrete Sidewalk	20,100	sf	$ 3.75	$ 75,375
602	Moisture Conditioning	6,923	sy	$ 8.00	$ 55,387
702	Street Lighting	1,005	lf	$ 70.00	$ 70,350
				Paving Construction Cost Subtotal:	**$ 589,153**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 47,132
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 23,566
√	Roadway Drainage	Standard Internal System	25%	$ 147,288
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 29,458
√	Sewer	Minor Adjustments	2%	$ 11,783
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 35,349
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 294,577**
			Paving and Allowance Subtotal:	**$ 883,730**
			Construction Contingency: 15%	$ 132,560
			Construction Cost TOTAL:	**$ 1,017,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,017,000**
Engineering/Survey/Testing:		18%	$ 183,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 203,400
		Impact Fee Project Cost TOTAL:	**$ 1,403,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-17**
Name:	FRONTIER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	LEGACY DR TO DALLAS NORTH TOLLWAY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	5,700			
Service Area(s):	6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	19,633	cy	$ 8.00	$ 157,067
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	39,267	sy	$ 5.00	$ 196,333
304	10" Concrete Pavement w/ 6" Curb	35,467	sy	$ 50.00	$ 1,773,333
404	4" Topsoil	16,467	sy	$ 4.50	$ 74,100
504	5" Concrete Sidewalk	114,000	sf	$ 3.75	$ 427,500
604	Moisture Conditioning	39,267	sy	$ 8.00	$ 314,133
704	Street Lighting	5,700	lf	$ 70.00	$ 399,000
				Paving Construction Cost Subtotal:	**$ 3,341,467**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 267,317
√	Traffic Control	Construction Phase Traffic Control	3%	$ 100,244
√	Pavement Markings/Signs		4%	$ 133,659
√	Roadway Drainage	Standard Internal System	25%	$ 835,367
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 167,073
√	Sewer	Minor Adjustments	2%	$ 66,829
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 200,488
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,770,977**

Paving and Allowance Subtotal:		**$ 5,112,444**
Construction Contingency:	15%	$ 766,867
Construction Cost TOTAL:		**$ 5,880,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 5,880,000**
Engineering/Survey/Testing:		18%	$ 1,058,400
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 588,000
		Impact Fee Project Cost TOTAL:	**$ 7,526,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina
2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-18**
Name:	FRONTIER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial. The City contribution to Frontier Parkway from the DNT to Preston Road is $4,755,141. This segment constitutes 11% ($523,066) of the overall project cost.**		
Limits:	DALLAS NORTH TOLLWAY TO BRIDGEWATER DR			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	1,160			
Service Area(s):	6			

Impact Fee Project Cost Summary	
Impact Fee Project Cost TOTAL:	**$ 523,066**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-19**
Name:	FRONTIER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial. The City contribution to Frontier Parkway from the DNT to Preston Road is $4,755,141. This segment constitutes 12% ($570,016) of the overall project cost.**		
Limits:	1275 FT WEST OF PRESTON RD TO PRESTON RD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	1,265			
Service Area(s):	6			

Impact Fee Project Cost Summary	
Impact Fee Project Cost TOTAL:	**$ 570,617**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-20**
Name:	FRONTIER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial. The City contribution to Frontier Parkway from the DNT to Preston Road is $4,755,141. This segment constitutes 13% ($618,168) of the overall project cost.**		
Limits:	PRAIRE CROSSING TO 956 FT EAST OF BNSF			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	1,320			
Service Area(s):	6			

Impact Fee Project Cost Summary	
Impact Fee Project Cost TOTAL:	**$ 618,168**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-21**
Name:	DOE BRANCH BLVD	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	1746 FT NORTH OF CLEAR CREEK PKWY TO 2909 FT NORTH OF CLEAR CREEK PKWY		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	580		
Service Area(s):	6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	1,998	cy	$ 8.00	$ 15,982
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	3,996	sy	$ 5.00	$ 19,978
302	10" Concrete Pavement w/ 6" Curb	3,609	sy	$ 50.00	$ 180,444
402	4" Topsoil	1,676	sy	$ 4.50	$ 7,540
502	5" Concrete Sidewalk	11,600	sf	$ 3.75	$ 43,500
602	Moisture Conditioning	3,996	sy	$ 8.00	$ 31,964
702	Street Lighting	580	lf	$ 70.00	$ 40,600
				Paving Construction Cost Subtotal:	**$ 340,009**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 27,201
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 13,600
√	Roadway Drainage	Standard Internal System	25%	$ 85,002
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 17,000
√	Sewer	Minor Adjustments	2%	$ 6,800
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 20,401
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 170,004**
			Paving and Allowance Subtotal:	**$ 510,013**
			Construction Contingency: 15%	$ 76,502
			Construction Cost TOTAL:	**$ 587,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 587,000**
Engineering/Survey/Testing:		18%	$ 105,660
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 117,400
		Impact Fee Project Cost TOTAL:	**$ 810,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-22**
Name:	HUDDLESTON DR	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	1982 FT SOUTH OF GLENDENNING PKWY TO 3946 FT SOUTH OF GLENDENNING		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	2,005		
Service Area(s):	6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	6,906	cy	$ 8.00	$ 55,249
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,812	sy	$ 5.00	$ 69,061
302	10" Concrete Pavement w/ 6" Curb	12,476	sy	$ 50.00	$ 623,778
402	4" Topsoil	5,792	sy	$ 4.50	$ 26,065
502	5" Concrete Sidewalk	40,100	sf	$ 3.75	$ 150,375
602	Moisture Conditioning	13,812	sy	$ 8.00	$ 110,498
702	Street Lighting	2,005	lf	$ 70.00	$ 140,350
				Paving Construction Cost Subtotal:	**$ 1,175,376**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 94,030
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 47,015
√	Roadway Drainage	Standard Internal System	25%	$ 293,844
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 58,769
√	Sewer	Minor Adjustments	2%	$ 23,508
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 70,523
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 587,688**
			Paving and Allowance Subtotal:	**$ 1,763,063**
			Construction Contingency: 15%	$ 264,460
			Construction Cost TOTAL:	**$ 2,028,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,028,000**
Engineering/Survey/Testing:		18%	$ 365,040
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 405,600
		Impact Fee Project Cost TOTAL:	**$ 2,799,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-23**
Name:	CELINA PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	ALAN DR TO OUTER LOOP			
Impact Fee Class:	P6D			
Existing Lanes:	XX			
Length (lf):	2,640			
Service Area(s):	6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,093	cy	$ 8.00	$ 72,747
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,187	sy	$ 5.00	$ 90,933
304	10" Concrete Pavement w/ 6" Curb	16,427	sy	$ 50.00	$ 821,333
404	4" Topsoil	7,627	sy	$ 4.50	$ 34,320
504	5" Concrete Sidewalk	52,800	sf	$ 3.75	$ 198,000
604	Moisture Conditioning	18,187	sy	$ 8.00	$ 145,493
704	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 1,547,627**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 123,810
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 61,905
√	Roadway Drainage	Standard Internal System	25%	$ 386,907
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 77,381
√	Sewer	Minor Adjustments	2%	$ 30,953
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 92,858
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 773,813**

Paving and Allowance Subtotal:		**$ 2,321,440**
Construction Contingency:	15%	$ 348,216
Construction Cost TOTAL:		**$ 2,670,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,670,000**
Engineering/Survey/Testing:		18%	$ 480,600
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 534,000
		Impact Fee Project Cost TOTAL:	**$ 3,685,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 6-24
Name:	LEGACY DR	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	GLENDENNING PKWY TO OUTER LOOP		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	5,175		
Service Area(s):	6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	17,825	cy	$ 8.00	$ 142,600
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	35,650	sy	$ 5.00	$ 178,250
304	10" Concrete Pavement w/ 6" Curb	32,200	sy	$ 50.00	$ 1,610,000
404	4" Topsoil	14,950	sy	$ 4.50	$ 67,275
504	5" Concrete Sidewalk	103,500	sf	$ 3.75	$ 388,125
604	Moisture Conditioning	35,650	sy	$ 8.00	$ 285,200
704	Street Lighting	5,175	lf	$ 70.00	$ 362,250
				Paving Construction Cost Subtotal:	**$ 3,033,700**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 242,696
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 121,348
√	Roadway Drainage	Standard Internal System	25%	$ 758,425
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 151,685
√	Sewer	Minor Adjustments	2%	$ 60,674
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 182,022
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,516,850**
			Paving and Allowance Subtotal:	**$ 4,550,550**
			Construction Contingency: 15%	$ 682,583
			Construction Cost TOTAL:	**$ 5,234,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 5,234,000**
Engineering/Survey/Testing:		18%	$ 942,120
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 1,046,800
		Impact Fee Project Cost TOTAL:	**$ 7,223,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-25**
Name:	HUDDLESTON DR	**This project consists of the construction of a new four-lane divided minor arterial.**		
Limits:	GLENDENNING PKWY TO 1982 FT SOUTH OF GLENDENNING PKWY			
Impact Fee Class:	M4D			
Existing Lanes:	XX			
Length (lf):	2,005			
Service Area(s):	6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	6,906	cy	$ 8.00	$ 55,249
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,812	sy	$ 5.00	$ 69,061
302	10" Concrete Pavement w/ 6" Curb	12,476	sy	$ 50.00	$ 623,778
402	4" Topsoil	5,792	sy	$ 4.50	$ 26,065
502	5" Concrete Sidewalk	40,100	sf	$ 3.75	$ 150,375
602	Moisture Conditioning	13,812	sy	$ 8.00	$ 110,498
702	Street Lighting	2,005	lf	$ 70.00	$ 140,350
				Paving Construction Cost Subtotal:	**$ 1,175,376**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 94,030
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 47,015
√	Roadway Drainage	Standard Internal System	25%	$ 293,844
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 58,769
√	Sewer	Minor Adjustments	2%	$ 23,508
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 70,523
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 587,688**

Paving and Allowance Subtotal:		**$ 1,763,063**
Construction Contingency:	15%	$ 264,460
Construction Cost TOTAL:		**$ 2,028,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,028,000**
Engineering/Survey/Testing:		18%	$ 365,040
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 405,600
		Impact Fee Project Cost TOTAL:	**$ 2,799,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-26**
Name:	HUDDLESTON DR	**This project consists of the construction of a new four-lane divided minor arterial.**		
Limits:	PUNK CARTER PKWY TO CAREY RD			
Impact Fee Class:	M4D			
Existing Lanes:	XX			
Length (lf):	1,795			
Service Area(s):	6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	6,183	cy	$ 8.00	$ 49,462
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	12,366	sy	$ 5.00	$ 61,828
302	10" Concrete Pavement w/ 6" Curb	11,169	sy	$ 50.00	$ 558,444
402	4" Topsoil	5,186	sy	$ 4.50	$ 23,335
502	5" Concrete Sidewalk	35,900	sf	$ 3.75	$ 134,625
602	Moisture Conditioning	12,366	sy	$ 8.00	$ 98,924
702	Street Lighting	1,795	lf	$ 70.00	$ 125,650
				Paving Construction Cost Subtotal:	**$ 1,052,269**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 84,182
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 42,091
√	Roadway Drainage	Standard Internal System	25%	$ 263,067
√	Special Drainage Structures	Major Floodplain Crossing	$1,064,210	$ 1,064,210
√	Water	Minor Adjustments	5%	$ 52,613
√	Sewer	Minor Adjustments	2%	$ 21,045
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 63,136
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,590,344**
			Paving and Allowance Subtotal:	**$ 2,642,613**
			Construction Contingency: 15%	$ 396,392
			Construction Cost TOTAL:	**$ 3,040,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,040,000**
Engineering/Survey/Testing:		18%	$ 547,200
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 608,000
		Impact Fee Project Cost TOTAL:	**$ 4,195,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 6-27
Name:	LIGHT FARMS WAY	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	OUTER LOOP TO PUNK CARTER PKWY		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	2,005		
Service Area(s):	6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	6,906	cy	$ 8.00	$ 55,249
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	13,812	sy	$ 5.00	$ 69,061
302	10" Concrete Pavement w/ 6" Curb	12,476	sy	$ 50.00	$ 623,778
402	4" Topsoil	5,792	sy	$ 4.50	$ 26,065
502	5" Concrete Sidewalk	40,100	sf	$ 3.75	$ 150,375
602	Moisture Conditioning	13,812	sy	$ 8.00	$ 110,498
702	Street Lighting	2,005	lf	$ 70.00	$ 140,350
				Paving Construction Cost Subtotal:	**$ 1,175,376**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 94,030
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 47,015
√	Roadway Drainage	Standard Internal System	25%	$ 293,844
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 58,769
√	Sewer	Minor Adjustments	2%	$ 23,508
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 70,523
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 587,688**

Paving and Allowance Subtotal:		**$ 1,763,063**
Construction Contingency:	15%	$ 264,460
Construction Cost TOTAL:		**$ 2,028,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,028,000**
Engineering/Survey/Testing:		18%	$ 365,040
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 405,600
		Impact Fee Project Cost TOTAL:	**$ 2,799,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-28**
Name:	CELINA PKWY		
Limits:	790 FT NORTH OF GREENWAY AVE TO 321 FT NORTH OF GREENWAY AVE		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	475		
Service Area(s):	6		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	1,636	cy	$ 8.00	$ 13,089
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	3,272	sy	$ 5.00	$ 16,361
304	10" Concrete Pavement w/ 6" Curb	2,956	sy	$ 50.00	$ 147,778
404	4" Topsoil	1,372	sy	$ 4.50	$ 6,175
504	5" Concrete Sidewalk	9,500	sf	$ 3.75	$ 35,625
604	Moisture Conditioning	3,272	sy	$ 8.00	$ 26,178
704	Street Lighting	475	lf	$ 70.00	$ 33,250
				Paving Construction Cost Subtotal:	**$ 278,456**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 22,276
√	Traffic Control	Construction Phase Traffic Control	3%	$ 8,354
√	Pavement Markings/Signs		4%	$ 11,138
√	Roadway Drainage	Standard Internal System	25%	$ 69,614
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 13,923
√	Sewer	Minor Adjustments	2%	$ 5,569
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 16,707
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 147,581**

Paving and Allowance Subtotal:		**$ 426,037**
Construction Contingency:	15%	$ 63,906
Construction Cost TOTAL:		**$ 490,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 490,000**
Engineering/Survey/Testing:		18%	$ 88,200
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 49,000
		Impact Fee Project Cost TOTAL:	**$ 627,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-29**
Name:	DOE BRANCH BLVD		
Limits:	CLEAR CREEK PKWY TO 1009 FT NORTH OF CLEAR CREEK PKWY		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	845		
Service Area(s):	6		

This project consists of the construction of a new four-lane divided minor arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	2,911	cy	$ 8.00	$ 23,284
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	5,821	sy	$ 5.00	$ 29,106
302	10" Concrete Pavement w/ 6" Curb	5,258	sy	$ 50.00	$ 262,889
402	4" Topsoil	2,441	sy	$ 4.50	$ 10,985
502	5" Concrete Sidewalk	16,900	sf	$ 3.75	$ 63,375
602	Moisture Conditioning	5,821	sy	$ 8.00	$ 46,569
702	Street Lighting	845	lf	$ 70.00	$ 59,150
				Paving Construction Cost Subtotal:	**$ 495,358**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 39,629
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 19,814
√	Roadway Drainage	Standard Internal System	25%	$ 123,839
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 24,768
√	Sewer	Minor Adjustments	2%	$ 9,907
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 29,721
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 247,679**

Paving and Allowance Subtotal:		**$ 743,037**
Construction Contingency:	15%	$ 111,456
Construction Cost TOTAL:		**$ 855,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 855,000**
Engineering/Survey/Testing:		18%	$ 153,900
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 171,000
		Impact Fee Project Cost TOTAL:	**$ 1,180,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-30**
Name:	CELINA PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	321 FT NORTH OF GREENWAY AVE TO 171 FT NORTH OF ALAN DR		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,265		
Service Area(s):	6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,357	cy	$ 8.00	$ 34,858
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	8,714	sy	$ 5.00	$ 43,572
304	10" Concrete Pavement w/ 6" Curb	7,871	sy	$ 50.00	$ 393,556
404	4" Topsoil	3,654	sy	$ 4.50	$ 16,445
504	5" Concrete Sidewalk	25,300	sf	$ 3.75	$ 94,875
604	Moisture Conditioning	8,714	sy	$ 8.00	$ 69,716
704	Street Lighting	1,265	lf	$ 70.00	$ 88,550
				Paving Construction Cost Subtotal:	**$ 741,571**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 59,326
√	Traffic Control	Construction Phase Traffic Control	3%	$ 22,247
√	Pavement Markings/Signs		4%	$ 29,663
√	Roadway Drainage	Standard Internal System	25%	$ 185,393
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 37,079
√	Sewer	Minor Adjustments	2%	$ 14,831
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 44,494
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 393,033**
			Paving and Allowance Subtotal:	**$ 1,134,604**
			Construction Contingency: 15%	$ 170,191
			Construction Cost TOTAL:	**$ 1,305,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,305,000**
Engineering/Survey/Testing:		18%	$ 234,900
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 130,500
		Impact Fee Project Cost TOTAL:	**$ 1,670,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-31**
Name:	HUDDLESTON DR	**This project consists of the construction of two additonal lanes to complete the four-lane divided minor arterial.**		
Limits:	OUTER LOOP TO PUNK CARTER PKWY			
Impact Fee Class:	M4D (1/2)			
Existing Lanes:	2UD			
Length (lf):	2,480			
Service Area(s):	6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation	4,271	cy	$ 8.00	$ 34,169
203	8" Lime Stabilized Subgrade @ 100 lbs/sy	8,542	sy	$ 5.00	$ 42,711
303	10" Concrete Pavement w/ 6" Curb	7,716	sy	$ 50.00	$ 385,778
403	4" Topsoil	0	sy	$ 4.50	$ -
503	5" Concrete Sidewalk	24,800	sf	$ 3.75	$ 93,000
603	Moisture Conditioning	8,542	sy	$ 8.00	$ 68,338
703	Street Lighting	2,480	lf	$ 70.00	$ 173,600
				Paving Construction Cost Subtotal:	**$ 797,596**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 63,808
√	Traffic Control	Construction Phase Traffic Control	3%	$ 23,928
√	Pavement Markings/Signs		4%	$ 31,904
√	Roadway Drainage	Standard Internal System	25%	$ 199,399
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 39,880
√	Sewer	Minor Adjustments	2%	$ 15,952
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 47,856
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 422,726**

Paving and Allowance Subtotal:		**$ 1,220,321**
Construction Contingency:	15%	$ 183,048
Construction Cost TOTAL:		**$ 1,404,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,404,000**
Engineering/Survey/Testing:		18%	$ 252,720
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 140,400
		Impact Fee Project Cost TOTAL:	**$ 1,797,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-28,6-32**
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	PUNK CARTER PKWY TO CAREY RD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD-G			
Length (lf):	4,170			
Service Area(s):	5, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	14,363	cy	$ 8.00	$ 114,907
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	28,727	sy	$ 5.00	$ 143,633
304	10" Concrete Pavement w/ 6" Curb	25,947	sy	$ 50.00	$ 1,297,333
404	4" Topsoil	12,047	sy	$ 4.50	$ 54,210
504	5" Concrete Sidewalk	83,400	sf	$ 3.75	$ 312,750
604	Moisture Conditioning	28,727	sy	$ 8.00	$ 229,813
704	Street Lighting	4,170	lf	$ 70.00	$ 291,900
				Paving Construction Cost Subtotal:	**$ 2,444,547**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 195,564
√	Traffic Control	Construction Phase Traffic Control	3%	$ 73,336
√	Pavement Markings/Signs		4%	$ 97,782
√	Roadway Drainage	Standard Internal System	25%	$ 611,137
√	Special Drainage Structures	Major Floodplain Crossing	$3,558,044	$ 3,558,044
√	Water	Minor Adjustments	5%	$ 122,227
√	Sewer	Minor Adjustments	2%	$ 48,891
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 146,673
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 4,853,654**

Paving and Allowance Subtotal:		**$ 7,298,200**
Construction Contingency:	15%	$ 1,094,730
Construction Cost TOTAL:		**$ 8,393,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 8,393,000**
Engineering/Survey/Testing:		18%	$ 1,510,740
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 839,300
		Impact Fee Project Cost TOTAL:	**$ 10,743,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**5-26,6-33**
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	OUTER LOOP TO 983 FT NORTH OF OUTER LOOP		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,005		
Service Area(s):	5, 6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,462	cy	$ 8.00	$ 27,693
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	6,923	sy	$ 5.00	$ 34,617
304	10" Concrete Pavement w/ 6" Curb	6,253	sy	$ 50.00	$ 312,667
404	4" Topsoil	2,903	sy	$ 4.50	$ 13,065
504	5" Concrete Sidewalk	20,100	sf	$ 3.75	$ 75,375
604	Moisture Conditioning	6,923	sy	$ 8.00	$ 55,387
704	Street Lighting	1,005	lf	$ 70.00	$ 70,350
				Paving Construction Cost Subtotal:	**$ 589,153**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 47,132
√	Traffic Control	Construction Phase Traffic Control	3%	$ 17,675
√	Pavement Markings/Signs		4%	$ 23,566
√	Roadway Drainage	Standard Internal System	25%	$ 147,288
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 29,458
√	Sewer	Minor Adjustments	2%	$ 11,783
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 35,349
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 312,251**

Paving and Allowance Subtotal:		**$ 901,405**
Construction Contingency:	15%	$ 135,211
Construction Cost TOTAL:		**$ 1,037,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,037,000**
Engineering/Survey/Testing:		18%	$ 186,660
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 103,700
		Impact Fee Project Cost TOTAL:	**$ 1,327,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina
2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-29,6-34**
Name:	LEGACY DR	**This project consists of the construction of two additonal lanes to complete a four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial. City Staff estimates this project to cost $5,849,615.**		
Limits:	CAREY RD TO CLEAR CREEK PKWY			
Impact Fee Class:	P6D (1/2)			
Existing Lanes:	2UD			
Length (lf):	3,010			
Service Area(s):	5, 6			

Impact Fee Project Cost Summary	
Impact Fee Project Cost TOTAL:	**$ 5,849,615**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-30,6-35**
Name:	LEGACY DR	**This project consists of the construction of two additonal lanes to complete a four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**		
Limits:	CLEAR CREEK PKWY TO FRONTIER PKWY			
Impact Fee Class:	P6D (1/2)			
Existing Lanes:	2UD			
Length (lf):	2,220			
Service Area(s):	5, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	3,823	cy	$ 8.00	$ 30,587
205	8" Lime Stabilized Subgrade @ 100 lbs/sy	15,293	sy	$ 5.00	$ 76,467
305	10" Concrete Pavement w/ 6" Curb	6,907	sy	$ 50.00	$ 345,333
405	4" Topsoil	0	sy	$ 4.50	$ -
505	5" Concrete Sidewalk	22,200	sf	$ 3.75	$ 83,250
605	Moisture Conditioning	7,647	sy	$ 8.00	$ 61,173
705	Street Lighting	2,220	lf	$ 70.00	$ 155,400
				Paving Construction Cost Subtotal:	**$ 752,210**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 60,177
√	Traffic Control	Construction Phase Traffic Control	3%	$ 22,566
√	Pavement Markings/Signs		4%	$ 30,088
√	Roadway Drainage	Standard Internal System	25%	$ 188,053
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 37,611
√	Sewer	Minor Adjustments	2%	$ 15,044
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 45,133
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 398,671**

Paving and Allowance Subtotal:		**$ 1,150,881**
Construction Contingency:	15%	$ 172,632
Construction Cost TOTAL:		**$ 1,324,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,324,000**
Engineering/Survey/Testing:		18%	$ 238,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 132,400
		Impact Fee Project Cost TOTAL:	**$ 1,695,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**5-27,6-36**
Name:	LEGACY DR	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	OUTER LOOP TO PUNK CARTER PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	2,480			
Service Area(s):	5, 6			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	8,542	cy	$ 8.00	$ 68,338
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	17,084	sy	$ 5.00	$ 85,422
304	10" Concrete Pavement w/ 6" Curb	15,431	sy	$ 50.00	$ 771,556
404	4" Topsoil	7,164	sy	$ 4.50	$ 32,240
504	5" Concrete Sidewalk	49,600	sf	$ 3.75	$ 186,000
604	Moisture Conditioning	17,084	sy	$ 8.00	$ 136,676
704	Street Lighting	2,480	lf	$ 70.00	$ 173,600
				Paving Construction Cost Subtotal:	**$ 1,453,831**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 116,306
√	Traffic Control	Construction Phase Traffic Control	3%	$ 43,615
√	Pavement Markings/Signs		4%	$ 58,153
√	Roadway Drainage	Standard Internal System	25%	$ 363,458
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 72,692
√	Sewer	Minor Adjustments	2%	$ 29,077
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 87,230
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 770,530**
			Paving and Allowance Subtotal:	**$ 2,224,362**
			Construction Contingency: 15%	$ 333,654
			Construction Cost TOTAL:	**$ 2,559,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,559,000**
Engineering/Survey/Testing:		18%	$ 460,620
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 255,900
		Impact Fee Project Cost TOTAL:	**$ 3,276,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-37,7-30**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1214 FT NORTH OF FRONTIER PKWY TO OWNSBY PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	4D		
Length (lf):	4,750		
Service Area(s):	6, 7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	16,361	cy	$ 8.00	$ 130,889
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	32,722	sy	$ 5.00	$ 163,611
304	10" Concrete Pavement w/ 6" Curb	29,556	sy	$ 50.00	$ 1,477,778
404	4" Topsoil	13,722	sy	$ 4.50	$ 61,750
504	5" Concrete Sidewalk	95,000	sf	$ 3.75	$ 356,250
604	Moisture Conditioning	32,722	sy	$ 8.00	$ 261,778
704	Street Lighting	4,750	lf	$ 70.00	$ 332,500
				Paving Construction Cost Subtotal:	**$ 2,784,556**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 222,764
√	Traffic Control	Construction Phase Traffic Control	3%	$ 83,537
√	Pavement Markings/Signs		4%	$ 111,382
√	Roadway Drainage	Standard Internal System	25%	$ 696,139
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 139,228
√	Sewer	Minor Adjustments	2%	$ 55,691
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 167,073
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,975,814**

Paving and Allowance Subtotal:		**$ 4,760,370**
Construction Contingency:	15%	$ 714,056
Construction Cost TOTAL:		**$ 5,475,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 5,475,000**
Engineering/Survey/Testing:		18%	$ 985,500
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 547,500
		Impact Fee Project Cost TOTAL:	**$ 7,008,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-38,7-29**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	PUNK CARTER PKWY TO OWNSBY PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,695			
Service Area(s):	6, 7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,283	cy	$ 8.00	$ 74,262
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,566	sy	$ 5.00	$ 92,828
304	10" Concrete Pavement w/ 6" Curb	16,769	sy	$ 50.00	$ 838,444
404	4" Topsoil	7,786	sy	$ 4.50	$ 35,035
504	5" Concrete Sidewalk	53,900	sf	$ 3.75	$ 202,125
604	Moisture Conditioning	18,566	sy	$ 8.00	$ 148,524
704	Street Lighting	2,695	lf	$ 70.00	$ 188,650
				Paving Construction Cost Subtotal:	**$ 1,579,869**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 126,390
√	Traffic Control	Construction Phase Traffic Control	3%	$ 47,396
√	Pavement Markings/Signs		4%	$ 63,195
√	Roadway Drainage	Standard Internal System	25%	$ 394,967
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 78,993
√	Sewer	Minor Adjustments	2%	$ 31,597
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 94,792
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 837,331**

Paving and Allowance Subtotal:		**$ 2,417,199**
Construction Contingency:	15%	$ 362,580
Construction Cost TOTAL:		**$ 2,780,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,780,000**
Engineering/Survey/Testing:		18%	$ 500,400
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 278,000
		Impact Fee Project Cost TOTAL:	**$ 3,558,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-39,7-28**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	OUTER LOOP TO PUNK CARTER PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,905			
Service Area(s):	6, 7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	10,006	cy	$ 8.00	$ 80,049
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	20,012	sy	$ 5.00	$ 100,061
304	10" Concrete Pavement w/ 6" Curb	18,076	sy	$ 50.00	$ 903,778
404	4" Topsoil	8,392	sy	$ 4.50	$ 37,765
504	5" Concrete Sidewalk	58,100	sf	$ 3.75	$ 217,875
604	Moisture Conditioning	20,012	sy	$ 8.00	$ 160,098
704	Street Lighting	2,905	lf	$ 70.00	$ 203,350
				Paving Construction Cost Subtotal:	**$ 1,702,976**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 136,238
√	Traffic Control	Construction Phase Traffic Control	3%	$ 51,089
√	Pavement Markings/Signs		4%	$ 68,119
√	Roadway Drainage	Standard Internal System	25%	$ 425,744
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 85,149
√	Sewer	Minor Adjustments	2%	$ 34,060
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 102,179
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 902,577**

Paving and Allowance Subtotal:		**$ 2,605,553**
Construction Contingency:	15%	$ 390,833
Construction Cost TOTAL:		**$ 2,997,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,997,000**
Engineering/Survey/Testing:		18%	$ 539,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 299,700
		Impact Fee Project Cost TOTAL:	**$ 3,836,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-40,7-27**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	GLENDENNING PKWY TO OUTER LOOP			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	3,855			
Service Area(s):	6, 7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	13,278	cy	$ 8.00	$ 106,227
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	26,557	sy	$ 5.00	$ 132,783
304	10" Concrete Pavement w/ 6" Curb	23,987	sy	$ 50.00	$ 1,199,333
404	4" Topsoil	11,137	sy	$ 4.50	$ 50,115
504	5" Concrete Sidewalk	77,100	sf	$ 3.75	$ 289,125
604	Moisture Conditioning	26,557	sy	$ 8.00	$ 212,453
704	Street Lighting	3,855	lf	$ 70.00	$ 269,850
				Paving Construction Cost Subtotal:	**$ 2,259,887**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 180,791
√	Traffic Control	Construction Phase Traffic Control	3%	$ 67,797
√	Pavement Markings/Signs		4%	$ 90,395
√	Roadway Drainage	Standard Internal System	25%	$ 564,972
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 112,994
√	Sewer	Minor Adjustments	2%	$ 45,198
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 135,593
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,197,740**

Paving and Allowance Subtotal:		**$ 3,457,627**
Construction Contingency:	15%	$ 518,644
Construction Cost TOTAL:		**$ 3,977,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,977,000**
Engineering/Survey/Testing:		18%	$ 715,860
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 397,700
		Impact Fee Project Cost TOTAL:	**$ 5,091,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 6-41
Name:	CAREY RD	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	CAREY RD TO DALAS NORTH TOLLWAY		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	3,275		
Service Area(s):	6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	4,852	cy	$ 8.00	$ 38,815
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	14,556	sy	$ 5.00	$ 72,778
301	9" Concrete Pavement w/ 6" Curb	9,825	sy	$ 40.00	$ 393,000
401	4" Topsoil	5,458	sy	$ 4.50	$ 24,563
501	5" Concrete Sidewalk	52,400	sf	$ 3.75	$ 196,500
601	Moisture Conditioning	14,556	sy	$ 8.00	$ 116,444
701	Street Lighting	3,275	lf	$ 70.00	$ 229,250
				Paving Construction Cost Subtotal:	**$ 1,071,350**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 85,708
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 42,854
√	Roadway Drainage	Standard Internal System	25%	$ 267,837
√	Special Drainage Structures	Major Floodplain Crossing	$607,190	$ 607,190
√	Water	Minor Adjustments	5%	$ 53,567
√	Sewer	Minor Adjustments	2%	$ 21,427
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 64,281
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,142,864**
			Paving and Allowance Subtotal:	**$ 2,214,214**
			Construction Contingency: 15%	$ 332,132
			Construction Cost TOTAL:	**$ 2,547,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,547,000**
Engineering/Survey/Testing:		18%	$ 458,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 509,400
		Impact Fee Project Cost TOTAL:	**$ 3,515,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-42**
Name:	CLEAR CREEK PKWY	**This project consists of the construction of a new four-lane divided minor arterial.**	
Limits:	1782 FT EAST OF DOE BRANCH BLVD TO DALLAS NORTH TOLLWAY		
Impact Fee Class:	M4D		
Existing Lanes:	XX		
Length (lf):	2,535		
Service Area(s):	6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	8,732	cy	$ 8.00	$ 69,853
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	17,463	sy	$ 5.00	$ 87,317
302	10" Concrete Pavement w/ 6" Curb	15,773	sy	$ 50.00	$ 788,667
402	4" Topsoil	7,323	sy	$ 4.50	$ 32,955
502	5" Concrete Sidewalk	50,700	sf	$ 3.75	$ 190,125
602	Moisture Conditioning	17,463	sy	$ 8.00	$ 139,707
702	Street Lighting	2,535	lf	$ 70.00	$ 177,450
				Paving Construction Cost Subtotal:	**$ 1,486,073**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 118,886
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 59,443
√	Roadway Drainage	Standard Internal System	25%	$ 371,518
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 74,304
√	Sewer	Minor Adjustments	2%	$ 29,721
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 89,164
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 743,037**
			Paving and Allowance Subtotal:	**$ 2,229,110**
			Construction Contingency: 15%	$ 334,367
			Construction Cost TOTAL:	**$ 2,564,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,564,000**
Engineering/Survey/Testing:		18%	$ 461,520
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 512,800
		Impact Fee Project Cost TOTAL:	**$ 3,538,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 6-43
Name:	CAREY RD	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	LEGACY DR TO 2000 FT EAST OF LEGACY DR		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	1,160		
Service Area(s):	6		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,719	cy	$ 8.00	$ 13,748
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	5,156	sy	$ 5.00	$ 25,778
301	9" Concrete Pavement w/ 6" Curb	3,480	sy	$ 40.00	$ 139,200
401	4" Topsoil	1,933	sy	$ 4.50	$ 8,700
501	5" Concrete Sidewalk	18,560	sf	$ 3.75	$ 69,600
601	Moisture Conditioning	5,156	sy	$ 8.00	$ 41,244
701	Street Lighting	1,160	lf	$ 70.00	$ 81,200
				Paving Construction Cost Subtotal:	**$ 379,470**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 30,358
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 15,179
√	Roadway Drainage	Standard Internal System	25%	$ 94,868
√	Special Drainage Structures	Major Floodplain Crossing	$455,625	$ 455,625
√	Water	Minor Adjustments	5%	$ 18,974
√	Sewer	Minor Adjustments	2%	$ 7,589
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 22,768
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 645,360**

Paving and Allowance Subtotal:		**$ 1,024,831**
Construction Contingency:	15%	$ 153,725
Construction Cost TOTAL:		**$ 1,179,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,179,000**
Engineering/Survey/Testing:		18%	$ 212,220
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 235,800
		Impact Fee Project Cost TOTAL:	**$ 1,627,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area 7

#	Class	Project	Limits	Status	Project Cost
4-54,7-1	M4D	SUNSET BLVD	COIT RD TO ROSELAND PKWY	New Build	$ 9,565,000
4-21,7-2	M4D	SUNSET BLVD	ROSELAND PKWY TO CUSTER RD	New Build	$ 4,347,000
4-28,7-3	P6D	GLENDENNING PKWY	PRESTON RD TO 1178 EAST OF PRESTON RD	Widening	$ 1,532,000
7-4	P6D	CHOATE PKWY	1886 FT NORTH OF OUTER LOOP TO CR 1224	New Build	$ 4,641,000
7-5	P6D	CHOATE PKWY	COIT RD TO 1714 FT WEST OF HACKBERRY CIR	Widening	$ 4,813,000
7-6	P6D	CHOATE PKWY	COIT RD TO 958 FT EAST OF COIT RD	Widening	$ 1,189,000
7-7	P6D	CHOATE PKWY	1162 FT EAST OF COIT RD TO 1349 FT EAST OF COIT RD	Widening	$ 278,000
7-8	P6D	CHOATE PKWY	1349 FT EAST OF COIT RD TO 1761 FT EAST OF COIT RD	Widening	$ 416,000
7-9	P6D	CHOATE PKWY	1674 FT EAST OF COIT RD TO 1740 FT EAST OF COIT RD	Widening	$ 73,000
7-10	P6D	CHOATE PKWY	1819 FT EAST OF COIT RD TO 3139 FT EAST OF COIT RD	Widening	$ 2,039,000
7-11	P6D	CHOATE PKWY	1733 FT WEST OF ROSELAND PKWY TO ROSELAND PKWY	Widening	$ 2,093,000
7-12	P6D	CHOATE PKWY	554 FT EAST OF ROSELAND PKWY TO 1225 FT EAST OF ROSELAND PKWY	Widening	$ 905,000
7-13	P6D	CHOATE PKWY	1225 FT EAST OF ROSELAND PKWY TO CUSTER RD	Widening	$ 2,093,000
7-14	P6D	CUSTER RD	FRONTIER PKWY TO OWNSBY PKWY	Widening	$ 7,044,000
7-15	P6D	COIT RD	OUTER LOOP TO CHOATE PKWY	Widening	$ 2,371,000
7-16	C2U	PUNK CARTER PKWY	KINSHIP PKWY TO COIT RD	New Build	$ 1,811,000
7-17	P6D	OWNSBY PKWY	PRESTON RD TO 760 FT EAST OF PALOMINO LN	Widening	$ 3,414,000
7-18	P6D	OWNSBY PKWY	1000 FT WEST OF BLUEWOOD WAY TO 1655 FT EAST OF BLUEWOOD WAY	Widening	$ 3,558,000
7-19	P6D	OWNSBY PKWY	CR 83 TO CR 86	New Build	$ 2,066,000
7-20	P6D	OWNSBY PKWY	WELLS WAY TO 2208 FT WEST OF ROSELAND PKWY	New Build	$ 5,218,000
7-21	P6D	OWNSBY PKWY	2209 FT WEST OF ROSELAND PKWY TO ROSELAND PKWY	Widening	$ 2,931,000
7-22	P6D	OWNSBY PKWY	ROSELAND PKWY TO CUSTER RD	Widening	$ 3,763,000
7-23	P6D	FRONTIER PKWY	PRESTON RD TO COIT RD	Widening	$ 6,833,000
7-24	P6D	FRONTIER PKWY	COIT RD TO WELLS WAY	Widening	$ 4,390,000
7-25	P6D	FRONTIER PKWY	WELLS WAY TO WATERVIEW TRL	Widening	$ 4,675,000
7-26	P6D	FRONTIER PKWY	WATERVIEW TRL TO CUSTER RD	Widening	$ 5,856,000
6-40,7-27	P6D	PRESTON RD	GLENDENNING PKWY TO OUTER LOOP	Widening	$ 5,091,000
6-39,7-28	P6D	PRESTON RD	OUTER LOOP TO PUNK CARTER PKWY	Widening	$ 3,836,000
6-38,7-29	P6D	PRESTON RD	PUNK CARTER PKWY TO OWNSBY PKWY	Widening	$ 3,558,000
6-37,7-30	P6D	PRESTON RD	1214 FT NORTH OF FRONTIER PKWY TO OWNSBY PKWY	Widening	$ 7,008,000
7-31	P6D	COIT RD	GLENDENNING PKWY TO 911 FT NORTH OF OUTER LOOP	Widening	$ 3,487,000
7-32	P6D	COIT RD	CHOATE PKWY TO 1788 FT SOUTH OF CHOATE PKWY	New Build	$ 2,582,000
7-33	P6D	COIT RD	OWNSBY PKWY TO 1083 NORTH OF PUNK CARTER PKWY	Widening	$ 3,136,000
7-34	P6D	COIT RD	OWNSBY PKWY TO CR 84	Widening	$ 1,532,000
7-35	P6D	COIT RD	CR 84 TO 2147 FT NORTH OF FRONTIER PKWY	New Build	$ 5,234,000
7-36	P6D	COIT RD	2147 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY	Widening	$ 2,860,000
7-37	C2U	WELLS WAY	629 FT SOUTH OF OWNSBY PKWY TO WELLS WAY	New Build	$ 604,000
7-38	C2U	WELLS WAY	FRONTIER PKWY TO 646 FT NORTH OF SADDLE HORN CT	Widening	$ 3,931,000
7-39	C2U	ROSELAND PKWY	SUNSET BLVD TO OUTER LOOP	New Build	$ 3,042,000
7-40	C2U	ROSELAND PKWY	CHOATE PKWY TO 1076 FT SOUTH OF CHOATE PKWY	New Build	$ 865,000
7-41	C2U	ROSELAND PKWY	1076 FT SOUTH OF CHOATE PKWY TO 1939 FT NORTH OF OWNSBY PKWY	New Build	$ 1,235,000
7-42	C2U	ROSELAND PKWY	993 FT NORTH OF OWNSBY PKWY TO 1935 FT NORTH OF OWNSBY PKWY	New Build	$ 741,000
7-43	P6D	CUSTER RD	CHOATE PKWY TO 1607 FT NORTH OF OWNSBY PKWY	Widening	$ 4,879,000
7-44	P6D	CUSTER RD	1607 FT NORTH OF OWNSBY PKWY TO OWNSBY PKWY	Widening	$ 2,093,000
7-45	P6D	CUSTER RD	748 FT SOUTH OF SUNSET BLVD TO COLLIN COUNTY OUTER LOOP	Widening	$ 1,327,000
				TOTAL	**$ 144,955,000**

Type	Intersection	Project Cost
Int. Improvements	Coit Rd & Punk Carter Pkwy	$ 600,000
Int. Improvements	Coit Rd & Glendenning Pkwy	$ 300,000
Int. Improvements	Frontier Pkwy & Custer Rd	$ 1,800,000
Int. Improvements	Collin County Outer Loop & Roseland Pkwy	$ 1,500,000
Int. Improvements	Custer Rd & Ownsby Pkwy	$ 1,650,000
Int. Improvements	Frontier Pkwy & Wells Rd	$ 600,000
Int. Improvements	Frontier Pkwy & Coit Rd	$ 1,350,000
Int. Improvements	Ownsby Pkwy & Wells Way	$ 300,000
Int. Improvements	Coit Rd & Ownsby Pkwy	$ 1,800,000
Int. Improvements	Choate Pkwy & Custer Rd	$ 1,800,000

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Service Area 7

#	Class	Project	Limits	Status	Project Cost
	Int. Improvements		Choate Pkwy & Roseland Pkwy		$ 300,000
	Int. Improvements		Coit Rd & Choate Pkwy		$ 300,000
	Int. Improvements		Custer Rd & Sunset Blvd		$ 300,000
	Int. Improvements		Sunset Blvd & Roseland Pkwy		$ 300,000
	Int. Improvements		Preston Rd & Frontier Pkwy		$ 150,000
	Int. Improvements		Preston Rd & Collin County Outer Loop		$ 1,800,000
	Int. Improvements		Preston Rd & Punk Carter Pkwy		$ 900,000
	Int. Improvements		Preston Rd & Ownsby Pkwy		$ 900,000
	Int. Improvements		Preston Rd & John Cambell		$ 150,000
	Int. Improvements		Collin County Outer Loop & Custer Road		$ 1,500,000
				INTERSECTION TOTAL	**$ 18,300,000**
				SERVICE AREA TOTAL	**$ 163,255,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-54,7-1**
Name:	SUNSET BLVD	**This project consists of the construction of a new four-lane divided minor arterial.**		
Limits:	COIT RD TO ROSELAND PKWY			
Impact Fee Class:	M4D			
Existing Lanes:	XX			
Length (lf):	6,285			
Service Area(s):	4, 7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	21,648	cy	$ 8.00	$ 173,187
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	43,297	sy	$ 5.00	$ 216,483
302	10" Concrete Pavement w/ 6" Curb	39,107	sy	$ 50.00	$ 1,955,333
402	4" Topsoil	18,157	sy	$ 4.50	$ 81,705
502	5" Concrete Sidewalk	125,700	sf	$ 3.75	$ 471,375
602	Moisture Conditioning	43,297	sy	$ 8.00	$ 346,373
702	Street Lighting	6,285	lf	$ 70.00	$ 439,950
				Paving Construction Cost Subtotal:	**$ 3,684,407**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 294,753
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 147,376
√	Roadway Drainage	Standard Internal System	25%	$ 921,102
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 184,220
√	Sewer	Minor Adjustments	2%	$ 73,688
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 221,064
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 2,342,203**
			Paving and Allowance Subtotal:	**$ 6,026,610**
			Construction Contingency: 15%	$ 903,992
			Construction Cost TOTAL:	**$ 6,931,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 6,931,000**
Engineering/Survey/Testing:		18%	$ 1,247,580
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 1,386,200
		Impact Fee Project Cost TOTAL:	**$ 9,565,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**4-21,7-2**
Name:	SUNSET BLVD	**This project consists of the construction of a new four-lane divided minor arterial.**		
Limits:	ROSELAND PKWY TO CUSTER RD			
Impact Fee Class:	M4D			
Existing Lanes:	XX			
Length (lf):	3,115			
Service Area(s):	4, 7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	10,729	cy	$ 8.00	$ 85,836
202	8" Lime Stabilized Subgrade @ 100 lbs/sy	21,459	sy	$ 5.00	$ 107,294
302	10" Concrete Pavement w/ 6" Curb	19,382	sy	$ 50.00	$ 969,111
402	4" Topsoil	8,999	sy	$ 4.50	$ 40,495
502	5" Concrete Sidewalk	62,300	sf	$ 3.75	$ 233,625
602	Moisture Conditioning	21,459	sy	$ 8.00	$ 171,671
702	Street Lighting	3,115	lf	$ 70.00	$ 218,050
				Paving Construction Cost Subtotal:	**$ 1,826,082**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 146,087
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 73,043
√	Roadway Drainage	Standard Internal System	25%	$ 456,521
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 91,304
√	Sewer	Minor Adjustments	2%	$ 36,522
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 109,565
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 913,041**
			Paving and Allowance Subtotal:	**$ 2,739,123**
			Construction Contingency: 15%	$ 410,869
			Construction Cost TOTAL:	**$ 3,150,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,150,000**
Engineering/Survey/Testing:		18%	$ 567,000
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 630,000
		Impact Fee Project Cost TOTAL:	**$ 4,347,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**4-28,7-3**
Name:	GLENDENNING PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	PRESTON RD TO 1178 EAST OF PRESTON RD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,160		
Service Area(s):	4, 7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,996	cy	$ 8.00	$ 31,964
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	7,991	sy	$ 5.00	$ 39,956
304	10" Concrete Pavement w/ 6" Curb	7,218	sy	$ 50.00	$ 360,889
404	4" Topsoil	3,351	sy	$ 4.50	$ 15,080
504	5" Concrete Sidewalk	23,200	sf	$ 3.75	$ 87,000
604	Moisture Conditioning	7,991	sy	$ 8.00	$ 63,929
704	Street Lighting	1,160	lf	$ 70.00	$ 81,200
				Paving Construction Cost Subtotal:	**$ 680,018**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 54,401
√	Traffic Control	Construction Phase Traffic Control	3%	$ 20,401
√	Pavement Markings/Signs		4%	$ 27,201
√	Roadway Drainage	Standard Internal System	25%	$ 170,004
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 34,001
√	Sewer	Minor Adjustments	2%	$ 13,600
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 40,801
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 360,409**

Paving and Allowance Subtotal:		**$ 1,040,427**
Construction Contingency:	15%	$ 156,064
Construction Cost TOTAL:		**$ 1,197,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,197,000**
Engineering/Survey/Testing:		18%	$ 215,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 119,700
		Impact Fee Project Cost TOTAL:	**$ 1,532,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 7-4
Name:	CHOATE PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	1886 FT NORTH OF OUTER LOOP TO CR 1224		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	3,325		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	11,453	cy	$ 8.00	$ 91,622
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	22,906	sy	$ 5.00	$ 114,528
304	10" Concrete Pavement w/ 6" Curb	20,689	sy	$ 50.00	$ 1,034,444
404	4" Topsoil	9,606	sy	$ 4.50	$ 43,225
504	5" Concrete Sidewalk	66,500	sf	$ 3.75	$ 249,375
604	Moisture Conditioning	22,906	sy	$ 8.00	$ 183,244
704	Street Lighting	3,325	lf	$ 70.00	$ 232,750
				Paving Construction Cost Subtotal:	**$ 1,949,189**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 155,935
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 77,968
√	Roadway Drainage	Standard Internal System	25%	$ 487,297
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 97,459
√	Sewer	Minor Adjustments	2%	$ 38,984
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 116,951
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 974,594**

Paving and Allowance Subtotal:		**$ 2,923,783**
Construction Contingency:	15%	$ 438,568
Construction Cost TOTAL:		**$ 3,363,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,363,000**
Engineering/Survey/Testing:		18%	$ 605,340
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 672,600
		Impact Fee Project Cost TOTAL:	**$ 4,641,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-5**
Name:	CHOATE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	COIT RD TO 1714 FT WEST OF HACKBERRY CIR		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	3,645		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	12,555	cy	$ 8.00	$ 100,440
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	25,110	sy	$ 5.00	$ 125,550
304	10" Concrete Pavement w/ 6" Curb	22,680	sy	$ 50.00	$ 1,134,000
404	4" Topsoil	10,530	sy	$ 4.50	$ 47,385
504	5" Concrete Sidewalk	72,900	sf	$ 3.75	$ 273,375
604	Moisture Conditioning	25,110	sy	$ 8.00	$ 200,880
704	Street Lighting	3,645	lf	$ 70.00	$ 255,150
				Paving Construction Cost Subtotal:	**$ 2,136,780**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 170,942
√	Traffic Control	Construction Phase Traffic Control	3%	$ 64,103
√	Pavement Markings/Signs		4%	$ 85,471
√	Roadway Drainage	Standard Internal System	25%	$ 534,195
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 106,839
√	Sewer	Minor Adjustments	2%	$ 42,736
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 128,207
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,132,493**

Paving and Allowance Subtotal:		**$ 3,269,273**
Construction Contingency:	15%	$ 490,391
Construction Cost TOTAL:		**$ 3,760,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,760,000**
Engineering/Survey/Testing:		18%	$ 676,800
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 376,000
		Impact Fee Project Cost TOTAL:	**$ 4,813,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**7-6**
Name:	CHOATE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	COIT RD TO 958 FT EAST OF COIT RD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	900			
Service Area(s):	7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,100	cy	$ 8.00	$ 24,800
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	6,200	sy	$ 5.00	$ 31,000
304	10" Concrete Pavement w/ 6" Curb	5,600	sy	$ 50.00	$ 280,000
404	4" Topsoil	2,600	sy	$ 4.50	$ 11,700
504	5" Concrete Sidewalk	18,000	sf	$ 3.75	$ 67,500
604	Moisture Conditioning	6,200	sy	$ 8.00	$ 49,600
704	Street Lighting	900	lf	$ 70.00	$ 63,000
				Paving Construction Cost Subtotal:	**$ 527,600**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 42,208
√	Traffic Control	Construction Phase Traffic Control	3%	$ 15,828
√	Pavement Markings/Signs		4%	$ 21,104
√	Roadway Drainage	Standard Internal System	25%	$ 131,900
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 26,380
√	Sewer	Minor Adjustments	2%	$ 10,552
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 31,656
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 279,628**
			Paving and Allowance Subtotal:	**$ 807,228**
			Construction Contingency: 15%	$ 121,084
			Construction Cost TOTAL:	**$ 929,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 929,000**
Engineering/Survey/Testing:		18%	$ 167,220
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 92,900
		Impact Fee Project Cost TOTAL:	**$ 1,189,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-7**
Name:	CHOATE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1162 FT EAST OF COIT RD TO 1349 FT EAST OF COIT RD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	210		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	723	cy	$ 8.00	$ 5,787
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	1,447	sy	$ 5.00	$ 7,233
304	10" Concrete Pavement w/ 6" Curb	1,307	sy	$ 50.00	$ 65,333
404	4" Topsoil	607	sy	$ 4.50	$ 2,730
504	5" Concrete Sidewalk	4,200	sf	$ 3.75	$ 15,750
604	Moisture Conditioning	1,447	sy	$ 8.00	$ 11,573
704	Street Lighting	210	lf	$ 70.00	$ 14,700
				Paving Construction Cost Subtotal:	**$ 123,107**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 9,849
√	Traffic Control	Construction Phase Traffic Control	3%	$ 3,693
√	Pavement Markings/Signs		4%	$ 4,924
√	Roadway Drainage	Standard Internal System	25%	$ 30,777
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 6,155
√	Sewer	Minor Adjustments	2%	$ 2,462
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 7,386
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 65,247**

Paving and Allowance Subtotal:		**$ 188,353**
Construction Contingency:	15%	$ 28,253
Construction Cost TOTAL:		**$ 217,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 217,000**
Engineering/Survey/Testing:		18%	$ 39,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 21,700
		Impact Fee Project Cost TOTAL:	**$ 278,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-8**
Name:	CHOATE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1349 FT EAST OF COIT RD TO 1761 FT EAST OF COIT RD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	315		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	1,085	cy	$ 8.00	$ 8,680
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	2,170	sy	$ 5.00	$ 10,850
304	10" Concrete Pavement w/ 6" Curb	1,960	sy	$ 50.00	$ 98,000
404	4" Topsoil	910	sy	$ 4.50	$ 4,095
504	5" Concrete Sidewalk	6,300	sf	$ 3.75	$ 23,625
604	Moisture Conditioning	2,170	sy	$ 8.00	$ 17,360
704	Street Lighting	315	lf	$ 70.00	$ 22,050
				Paving Construction Cost Subtotal:	**$ 184,660**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 14,773
√	Traffic Control	Construction Phase Traffic Control	3%	$ 5,540
√	Pavement Markings/Signs		4%	$ 7,386
√	Roadway Drainage	Standard Internal System	25%	$ 46,165
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 9,233
√	Sewer	Minor Adjustments	2%	$ 3,693
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 11,080
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 97,870**

Paving and Allowance Subtotal:		**$ 282,530**
Construction Contingency:	15%	$ 42,379
Construction Cost TOTAL:		**$ 325,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 325,000**
Engineering/Survey/Testing:		18%	$ 58,500
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 32,500
		Impact Fee Project Cost TOTAL:	**$ 416,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-9**
Name:	CHOATE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1674 FT EAST OF COIT RD TO 1740 FT EAST OF COIT RD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	55		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	189	cy	$ 8.00	$ 1,516
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	379	sy	$ 5.00	$ 1,894
304	10" Concrete Pavement w/ 6" Curb	342	sy	$ 50.00	$ 17,111
404	4" Topsoil	159	sy	$ 4.50	$ 715
504	5" Concrete Sidewalk	1,100	sf	$ 3.75	$ 4,125
604	Moisture Conditioning	379	sy	$ 8.00	$ 3,031
704	Street Lighting	55	lf	$ 70.00	$ 3,850
				Paving Construction Cost Subtotal:	**$ 32,242**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 2,579
√	Traffic Control	Construction Phase Traffic Control	3%	$ 967
√	Pavement Markings/Signs		4%	$ 1,290
√	Roadway Drainage	Standard Internal System	25%	$ 8,061
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 1,612
√	Sewer	Minor Adjustments	2%	$ 645
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 1,935
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 17,088**

Paving and Allowance Subtotal:		**$ 49,331**
Construction Contingency:	15%	$ 7,400
Construction Cost TOTAL:		**$ 57,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 57,000**
Engineering/Survey/Testing:		18%	$ 10,260
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 5,700
		Impact Fee Project Cost TOTAL:	**$ 73,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-10**
Name:	CHOATE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1819 FT EAST OF COIT RD TO 3139 FT EAST OF COIT RD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,265		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	4,357	cy	$ 8.00	$ 34,858
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	8,714	sy	$ 5.00	$ 43,572
304	10" Concrete Pavement w/ 6" Curb	7,871	sy	$ 50.00	$ 393,556
404	4" Topsoil	3,654	sy	$ 4.50	$ 16,445
504	5" Concrete Sidewalk	25,300	sf	$ 3.75	$ 94,875
604	Moisture Conditioning	8,714	sy	$ 8.00	$ 69,716
704	Street Lighting	1,265	lf	$ 70.00	$ 88,550
				Paving Construction Cost Subtotal:	**$ 741,571**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 59,326
√	Traffic Control	Construction Phase Traffic Control	3%	$ 22,247
√	Pavement Markings/Signs		4%	$ 29,663
√	Roadway Drainage	Standard Internal System	25%	$ 185,393
√	Special Drainage Structures	Minor Stream Crossing(s)	$250,000	$ 250,000
√	Water	Minor Adjustments	5%	$ 37,079
√	Sewer	Minor Adjustments	2%	$ 14,831
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 44,494
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 643,033**

Paving and Allowance Subtotal:		**$ 1,384,604**
Construction Contingency:	15%	$ 207,691
Construction Cost TOTAL:		**$ 1,593,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,593,000**
Engineering/Survey/Testing:		18%	$ 286,740
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 159,300
		Impact Fee Project Cost TOTAL:	**$ 2,039,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-11**
Name:	CHOATE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1733 FT WEST OF ROSELAND PKWY TO ROSELAND PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,585		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	5,459	cy	$ 8.00	$ 43,676
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	10,919	sy	$ 5.00	$ 54,594
304	10" Concrete Pavement w/ 6" Curb	9,862	sy	$ 50.00	$ 493,111
404	4" Topsoil	4,579	sy	$ 4.50	$ 20,605
504	5" Concrete Sidewalk	31,700	sf	$ 3.75	$ 118,875
604	Moisture Conditioning	10,919	sy	$ 8.00	$ 87,351
704	Street Lighting	1,585	lf	$ 70.00	$ 110,950
				Paving Construction Cost Subtotal:	**$ 929,162**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 74,333
√	Traffic Control	Construction Phase Traffic Control	3%	$ 27,875
√	Pavement Markings/Signs		4%	$ 37,166
√	Roadway Drainage	Standard Internal System	25%	$ 232,291
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 46,458
√	Sewer	Minor Adjustments	2%	$ 18,583
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 55,750
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 492,456**
			Paving and Allowance Subtotal:	**$ 1,421,618**
			Construction Contingency: 15%	$ 213,243
			Construction Cost TOTAL:	**$ 1,635,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,635,000**
Engineering/Survey/Testing:		18%	$ 294,300
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 163,500
		Impact Fee Project Cost TOTAL:	**$ 2,093,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-12**
Name:	CHOATE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	554 FT EAST OF ROSELAND PKWY TO 1225 FT EAST OF ROSELAND PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	685		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	2,359	cy	$ 8.00	$ 18,876
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	4,719	sy	$ 5.00	$ 23,594
304	10" Concrete Pavement w/ 6" Curb	4,262	sy	$ 50.00	$ 213,111
404	4" Topsoil	1,979	sy	$ 4.50	$ 8,905
504	5" Concrete Sidewalk	13,700	sf	$ 3.75	$ 51,375
604	Moisture Conditioning	4,719	sy	$ 8.00	$ 37,751
704	Street Lighting	685	lf	$ 70.00	$ 47,950
				Paving Construction Cost Subtotal:	**$ 401,562**

Major Construction Component Allowances**:

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 32,125
√	Traffic Control	Construction Phase Traffic Control	3%	$ 12,047
√	Pavement Markings/Signs		4%	$ 16,062
√	Roadway Drainage	Standard Internal System	25%	$ 100,391
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 20,078
√	Sewer	Minor Adjustments	2%	$ 8,031
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 24,094
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 212,828**
			Paving and Allowance Subtotal:	**$ 614,390**
			Construction Contingency: 15%	$ 92,159
			Construction Cost TOTAL:	**$ 707,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 707,000**
Engineering/Survey/Testing:		18%	$ 127,260
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 70,700
		Impact Fee Project Cost TOTAL:	**$ 905,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-13**
Name:	CHOATE PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1225 FT EAST OF ROSELAND PKWY TO CUSTER RD		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,585		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	5,459	cy	$ 8.00	$ 43,676
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	10,919	sy	$ 5.00	$ 54,594
304	10" Concrete Pavement w/ 6" Curb	9,862	sy	$ 50.00	$ 493,111
404	4" Topsoil	4,579	sy	$ 4.50	$ 20,605
504	5" Concrete Sidewalk	31,700	sf	$ 3.75	$ 118,875
604	Moisture Conditioning	10,919	sy	$ 8.00	$ 87,351
704	Street Lighting	1,585	lf	$ 70.00	$ 110,950
				Paving Construction Cost Subtotal:	**$ 929,162**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 74,333
√	Traffic Control	Construction Phase Traffic Control	3%	$ 27,875
√	Pavement Markings/Signs		4%	$ 37,166
√	Roadway Drainage	Standard Internal System	25%	$ 232,291
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 46,458
√	Sewer	Minor Adjustments	2%	$ 18,583
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 55,750
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 492,456**

Paving and Allowance Subtotal:		**$ 1,421,618**
Construction Contingency:	15%	$ 213,243
Construction Cost TOTAL:		**$ 1,635,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,635,000**
Engineering/Survey/Testing:		18%	$ 294,300
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 163,500
		Impact Fee Project Cost TOTAL:	**$ 2,093,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**7-14**
Name:	CUSTER RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	FRONTIER PKWY TO OWNSBY PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	5,335			
Service Area(s):	7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	18,376	cy	$ 8.00	$ 147,009
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	36,752	sy	$ 5.00	$ 183,761
304	10" Concrete Pavement w/ 6" Curb	33,196	sy	$ 50.00	$ 1,659,778
404	4" Topsoil	15,412	sy	$ 4.50	$ 69,355
504	5" Concrete Sidewalk	106,700	sf	$ 3.75	$ 400,125
604	Moisture Conditioning	36,752	sy	$ 8.00	$ 294,018
704	Street Lighting	5,335	lf	$ 70.00	$ 373,450
				Paving Construction Cost Subtotal:	**$ 3,127,496**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 250,200
√	Traffic Control	Construction Phase Traffic Control	3%	$ 93,825
√	Pavement Markings/Signs		4%	$ 125,100
√	Roadway Drainage	Standard Internal System	25%	$ 781,874
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 156,375
√	Sewer	Minor Adjustments	2%	$ 62,550
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 187,650
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,657,573**

Paving and Allowance Subtotal:		**$ 4,785,068**
Construction Contingency:	15%	$ 717,760
Construction Cost TOTAL:		**$ 5,503,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 5,503,000**
Engineering/Survey/Testing:		18%	$ 990,540
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 550,300
		Impact Fee Project Cost TOTAL:	**$ 7,044,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**7-15**
Name:	COIT RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	OUTER LOOP TO CHOATE PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	1,795			
Service Area(s):	7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,183	cy	$ 8.00	$ 49,462
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	12,366	sy	$ 5.00	$ 61,828
304	10" Concrete Pavement w/ 6" Curb	11,169	sy	$ 50.00	$ 558,444
404	4" Topsoil	5,186	sy	$ 4.50	$ 23,335
504	5" Concrete Sidewalk	35,900	sf	$ 3.75	$ 134,625
604	Moisture Conditioning	12,366	sy	$ 8.00	$ 98,924
704	Street Lighting	1,795	lf	$ 70.00	$ 125,650
				Paving Construction Cost Subtotal:	**$ 1,052,269**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 84,182
√	Traffic Control	Construction Phase Traffic Control	3%	$ 31,568
√	Pavement Markings/Signs		4%	$ 42,091
√	Roadway Drainage	Standard Internal System	25%	$ 263,067
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 52,613
√	Sewer	Minor Adjustments	2%	$ 21,045
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 63,136
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 557,703**

Paving and Allowance Subtotal:		**$ 1,609,971**
Construction Contingency:	15%	$ 241,496
Construction Cost TOTAL:		**$ 1,852,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,852,000**
Engineering/Survey/Testing:		18%	$ 333,360
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 185,200
		Impact Fee Project Cost TOTAL:	**$ 2,371,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**7-16**
Name:	PUNK CARTER PKWY	**This project consists of the construction of a new two-lane undivided collector.**		
Limits:	KINSHIP PKWY TO COIT RD			
Impact Fee Class:	C2U			
Existing Lanes:	XX			
Length (lf):	2,325			
Service Area(s):	7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	3,444	cy	$ 8.00	$ 27,556
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	10,333	sy	$ 5.00	$ 51,667
301	9" Concrete Pavement w/ 6" Curb	6,975	sy	$ 40.00	$ 279,000
401	4" Topsoil	3,875	sy	$ 4.50	$ 17,438
501	5" Concrete Sidewalk	37,200	sf	$ 3.75	$ 139,500
601	Moisture Conditioning	10,333	sy	$ 8.00	$ 82,667
701	Street Lighting	2,325	lf	$ 70.00	$ 162,750
				Paving Construction Cost Subtotal:	**$ 760,576**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 60,846
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 30,423
√	Roadway Drainage	Standard Internal System	25%	$ 190,144
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 38,029
√	Sewer	Minor Adjustments	2%	$ 15,212
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 45,635
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 380,288**
			Paving and Allowance Subtotal:	**$ 1,140,865**
			Construction Contingency: 15%	$ 171,130
			Construction Cost TOTAL:	**$ 1,312,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,312,000**
Engineering/Survey/Testing:		18%	$ 236,160
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 262,400
		Impact Fee Project Cost TOTAL:	**$ 1,811,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-17**
Name:	OWNSBY PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	PRESTON RD TO 760 FT EAST OF PALOMINO LN		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	2,585		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	8,904	cy	$ 8.00	$ 71,231
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	17,808	sy	$ 5.00	$ 89,039
304	10" Concrete Pavement w/ 6" Curb	16,084	sy	$ 50.00	$ 804,222
404	4" Topsoil	7,468	sy	$ 4.50	$ 33,605
504	5" Concrete Sidewalk	51,700	sf	$ 3.75	$ 193,875
604	Moisture Conditioning	17,808	sy	$ 8.00	$ 142,462
704	Street Lighting	2,585	lf	$ 70.00	$ 180,950
				Paving Construction Cost Subtotal:	**$ 1,515,384**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 121,231
√	Traffic Control	Construction Phase Traffic Control	3%	$ 45,462
√	Pavement Markings/Signs		4%	$ 60,615
√	Roadway Drainage	Standard Internal System	25%	$ 378,846
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 75,769
√	Sewer	Minor Adjustments	2%	$ 30,308
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 90,923
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 803,154**

Paving and Allowance Subtotal:		**$ 2,318,538**
Construction Contingency:	15%	$ 347,781
Construction Cost TOTAL:		**$ 2,667,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,667,000**
Engineering/Survey/Testing:		18%	$ 480,060
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 266,700
		Impact Fee Project Cost TOTAL:	**$ 3,414,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-18**
Name:	OWNSBY PKWY		
Limits:	1000 FT WEST OF BLUEWOOD WAY TO 1655 FT EAST OF BLUEWOOD WAY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	2,695		
Service Area(s):	7		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,283	cy	$ 8.00	$ 74,262
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,566	sy	$ 5.00	$ 92,828
304	10" Concrete Pavement w/ 6" Curb	16,769	sy	$ 50.00	$ 838,444
404	4" Topsoil	7,786	sy	$ 4.50	$ 35,035
504	5" Concrete Sidewalk	53,900	sf	$ 3.75	$ 202,125
604	Moisture Conditioning	18,566	sy	$ 8.00	$ 148,524
704	Street Lighting	2,695	lf	$ 70.00	$ 188,650
				Paving Construction Cost Subtotal:	**$ 1,579,869**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 126,390
√	Traffic Control	Construction Phase Traffic Control	3%	$ 47,396
√	Pavement Markings/Signs		4%	$ 63,195
√	Roadway Drainage	Standard Internal System	25%	$ 394,967
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 78,993
√	Sewer	Minor Adjustments	2%	$ 31,597
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 94,792
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 837,331**
			Paving and Allowance Subtotal:	**$ 2,417,199**
			Construction Contingency: 15%	$ 362,580
			Construction Cost TOTAL:	**$ 2,780,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,780,000**
Engineering/Survey/Testing:		18%	$ 500,400
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 278,000
		Impact Fee Project Cost TOTAL:	**$ 3,558,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.** 7-19
Name:	OWNSBY PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	CR 83 TO CR 86		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	1,480		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	5,098	cy	$ 8.00	$ 40,782
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	10,196	sy	$ 5.00	$ 50,978
304	10" Concrete Pavement w/ 6" Curb	9,209	sy	$ 50.00	$ 460,444
404	4" Topsoil	4,276	sy	$ 4.50	$ 19,240
504	5" Concrete Sidewalk	29,600	sf	$ 3.75	$ 111,000
604	Moisture Conditioning	10,196	sy	$ 8.00	$ 81,564
704	Street Lighting	1,480	lf	$ 70.00	$ 103,600
				Paving Construction Cost Subtotal:	**$ 867,609**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 69,409
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 34,704
√	Roadway Drainage	Standard Internal System	25%	$ 216,902
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 43,380
√	Sewer	Minor Adjustments	2%	$ 17,352
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 52,057
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 433,804**

Paving and Allowance Subtotal:		**$ 1,301,413**
Construction Contingency:	15%	$ 195,212
Construction Cost TOTAL:		**$ 1,497,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,497,000**
Engineering/Survey/Testing:		18%	$ 269,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 299,400
		Impact Fee Project Cost TOTAL:	**$ 2,066,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-20**
Name:	OWNSBY PKWY	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	WELLS WAY TO 2208 FT WEST OF ROSELAND PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	3,170		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	10,919	cy	$ 8.00	$ 87,351
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	21,838	sy	$ 5.00	$ 109,189
304	10" Concrete Pavement w/ 6" Curb	19,724	sy	$ 50.00	$ 986,222
404	4" Topsoil	9,158	sy	$ 4.50	$ 41,210
504	5" Concrete Sidewalk	63,400	sf	$ 3.75	$ 237,750
604	Moisture Conditioning	21,838	sy	$ 8.00	$ 174,702
704	Street Lighting	3,170	lf	$ 70.00	$ 221,900
				Paving Construction Cost Subtotal:	**$ 1,858,324**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 148,666
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 74,333
√	Roadway Drainage	Standard Internal System	25%	$ 464,581
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 92,916
√	Sewer	Minor Adjustments	2%	$ 37,166
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 111,499
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,429,162**

Paving and Allowance Subtotal:		**$ 3,287,487**
Construction Contingency:	15%	$ 493,123
Construction Cost TOTAL:		**$ 3,781,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,781,000**
Engineering/Survey/Testing:		18%	$ 680,580
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 756,200
		Impact Fee Project Cost TOTAL:	**$ 5,218,000**

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City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-21**
Name:	OWNSBY PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	2209 FT WEST OF ROSELAND PKWY TO ROSELAND PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	2,220		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	7,647	cy	$ 8.00	$ 61,173
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	15,293	sy	$ 5.00	$ 76,467
304	10" Concrete Pavement w/ 6" Curb	13,813	sy	$ 50.00	$ 690,667
404	4" Topsoil	6,413	sy	$ 4.50	$ 28,860
504	5" Concrete Sidewalk	44,400	sf	$ 3.75	$ 166,500
604	Moisture Conditioning	15,293	sy	$ 8.00	$ 122,347
704	Street Lighting	2,220	lf	$ 70.00	$ 155,400
				Paving Construction Cost Subtotal:	**$ 1,301,413**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 104,113
√	Traffic Control	Construction Phase Traffic Control	3%	$ 39,042
√	Pavement Markings/Signs		4%	$ 52,057
√	Roadway Drainage	Standard Internal System	25%	$ 325,353
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 65,071
√	Sewer	Minor Adjustments	2%	$ 26,028
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 78,085
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 689,749**
			Paving and Allowance Subtotal:	**$ 1,991,162**
			Construction Contingency: 15%	$ 298,674
			Construction Cost TOTAL:	**$ 2,290,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,290,000**
Engineering/Survey/Testing:		18%	$ 412,200
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 229,000
		Impact Fee Project Cost TOTAL:	**$ 2,931,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**7-22**
Name:	OWNSBY PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	ROSELAND PKWY TO CUSTER RD			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,850			
Service Area(s):	7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,817	cy	$ 8.00	$ 78,533
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	19,633	sy	$ 5.00	$ 98,167
304	10" Concrete Pavement w/ 6" Curb	17,733	sy	$ 50.00	$ 886,667
404	4" Topsoil	8,233	sy	$ 4.50	$ 37,050
504	5" Concrete Sidewalk	57,000	sf	$ 3.75	$ 213,750
604	Moisture Conditioning	19,633	sy	$ 8.00	$ 157,067
704	Street Lighting	2,850	lf	$ 70.00	$ 199,500
				Paving Construction Cost Subtotal:	**$ 1,670,733**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 133,659
√	Traffic Control	Construction Phase Traffic Control	3%	$ 50,122
√	Pavement Markings/Signs		4%	$ 66,829
√	Roadway Drainage	Standard Internal System	25%	$ 417,683
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 83,537
√	Sewer	Minor Adjustments	2%	$ 33,415
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 100,244
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 885,489**

Paving and Allowance Subtotal:		**$ 2,556,222**
Construction Contingency:	15%	$ 383,433
Construction Cost TOTAL:		**$ 2,940,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,940,000**
Engineering/Survey/Testing:		18%	$ 529,200
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 294,000
		Impact Fee Project Cost TOTAL:	**$ 3,763,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**7-23**
Name:	FRONTIER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	PRESTON RD TO COIT RD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	5,175			
Service Area(s):	7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	17,825	cy	$ 8.00	$ 142,600
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	35,650	sy	$ 5.00	$ 178,250
304	10" Concrete Pavement w/ 6" Curb	32,200	sy	$ 50.00	$ 1,610,000
404	4" Topsoil	14,950	sy	$ 4.50	$ 67,275
504	5" Concrete Sidewalk	103,500	sf	$ 3.75	$ 388,125
604	Moisture Conditioning	35,650	sy	$ 8.00	$ 285,200
704	Street Lighting	5,175	lf	$ 70.00	$ 362,250
				Paving Construction Cost Subtotal:	**$ 3,033,700**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 242,696
√	Traffic Control	Construction Phase Traffic Control	3%	$ 91,011
√	Pavement Markings/Signs		4%	$ 121,348
√	Roadway Drainage	Standard Internal System	25%	$ 758,425
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 151,685
√	Sewer	Minor Adjustments	2%	$ 60,674
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 182,022
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,607,861**

Paving and Allowance Subtotal:		**$ 4,641,561**
Construction Contingency:	15%	$ 696,234
Construction Cost TOTAL:		**$ 5,338,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 5,338,000**
Engineering/Survey/Testing:		18%	$ 960,840
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 533,800
		Impact Fee Project Cost TOTAL:	**$ 6,833,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**7-24**
Name:	FRONTIER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	COIT RD TO WELLS WAY			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	3,325			
Service Area(s):	7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	11,453	cy	$ 8.00	$ 91,622
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	22,906	sy	$ 5.00	$ 114,528
304	10" Concrete Pavement w/ 6" Curb	20,689	sy	$ 50.00	$ 1,034,444
404	4" Topsoil	9,606	sy	$ 4.50	$ 43,225
504	5" Concrete Sidewalk	66,500	sf	$ 3.75	$ 249,375
604	Moisture Conditioning	22,906	sy	$ 8.00	$ 183,244
704	Street Lighting	3,325	lf	$ 70.00	$ 232,750
				Paving Construction Cost Subtotal:	**$ 1,949,189**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 155,935
√	Traffic Control	Construction Phase Traffic Control	3%	$ 58,476
√	Pavement Markings/Signs		4%	$ 77,968
√	Roadway Drainage	Standard Internal System	25%	$ 487,297
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 97,459
√	Sewer	Minor Adjustments	2%	$ 38,984
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 116,951
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,033,070**

Paving and Allowance Subtotal:		**$ 2,982,259**
Construction Contingency:	15%	$ 447,339
Construction Cost TOTAL:		**$ 3,430,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,430,000**
Engineering/Survey/Testing:		18%	$ 617,400
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 343,000
		Impact Fee Project Cost TOTAL:	**$ 4,390,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**7-25**
Name:	FRONTIER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	WELLS WAY TO WATERVIEW TRL			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	3,540			
Service Area(s):	7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	12,193	cy	$ 8.00	$ 97,547
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	24,387	sy	$ 5.00	$ 121,933
304	10" Concrete Pavement w/ 6" Curb	22,027	sy	$ 50.00	$ 1,101,333
404	4" Topsoil	10,227	sy	$ 4.50	$ 46,020
504	5" Concrete Sidewalk	70,800	sf	$ 3.75	$ 265,500
604	Moisture Conditioning	24,387	sy	$ 8.00	$ 195,093
704	Street Lighting	3,540	lf	$ 70.00	$ 247,800
				Paving Construction Cost Subtotal:	**$ 2,075,227**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 166,018
√	Traffic Control	Construction Phase Traffic Control	3%	$ 62,257
√	Pavement Markings/Signs		4%	$ 83,009
√	Roadway Drainage	Standard Internal System	25%	$ 518,807
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 103,761
√	Sewer	Minor Adjustments	2%	$ 41,505
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 124,514
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,099,870**

Paving and Allowance Subtotal:		**$ 3,175,097**
Construction Contingency:	15%	$ 476,265
Construction Cost TOTAL:		**$ 3,652,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,652,000**
Engineering/Survey/Testing:		18%	$ 657,360
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 365,200
		Impact Fee Project Cost TOTAL:	**$ 4,675,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**7-26**
Name:	FRONTIER PKWY	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	WATERVIEW TRL TO CUSTER RD			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	4,435			
Service Area(s):	7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	15,276	cy	$ 8.00	$ 122,209
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	30,552	sy	$ 5.00	$ 152,761
304	10" Concrete Pavement w/ 6" Curb	27,596	sy	$ 50.00	$ 1,379,778
404	4" Topsoil	12,812	sy	$ 4.50	$ 57,655
504	5" Concrete Sidewalk	88,700	sf	$ 3.75	$ 332,625
604	Moisture Conditioning	30,552	sy	$ 8.00	$ 244,418
704	Street Lighting	4,435	lf	$ 70.00	$ 310,450
				Paving Construction Cost Subtotal:	**$ 2,599,896**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 207,992
√	Traffic Control	Construction Phase Traffic Control	3%	$ 77,997
√	Pavement Markings/Signs		4%	$ 103,996
√	Roadway Drainage	Standard Internal System	25%	$ 649,974
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 129,995
√	Sewer	Minor Adjustments	2%	$ 51,998
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 155,994
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,377,945**

Paving and Allowance Subtotal:		**$ 3,977,840**
Construction Contingency:	15%	$ 596,676
Construction Cost TOTAL:		**$ 4,575,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 4,575,000**
Engineering/Survey/Testing:		18%	$ 823,500
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 457,500
		Impact Fee Project Cost TOTAL:	**$ 5,856,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-40,7-27**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	GLENDENNING PKWY TO OUTER LOOP			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	3,855			
Service Area(s):	6, 7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	13,278	cy	$ 8.00	$ 106,227
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	26,557	sy	$ 5.00	$ 132,783
304	10" Concrete Pavement w/ 6" Curb	23,987	sy	$ 50.00	$ 1,199,333
404	4" Topsoil	11,137	sy	$ 4.50	$ 50,115
504	5" Concrete Sidewalk	77,100	sf	$ 3.75	$ 289,125
604	Moisture Conditioning	26,557	sy	$ 8.00	$ 212,453
704	Street Lighting	3,855	lf	$ 70.00	$ 269,850
				Paving Construction Cost Subtotal:	**$ 2,259,887**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 180,791
√	Traffic Control	Construction Phase Traffic Control	3%	$ 67,797
√	Pavement Markings/Signs		4%	$ 90,395
√	Roadway Drainage	Standard Internal System	25%	$ 564,972
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 112,994
√	Sewer	Minor Adjustments	2%	$ 45,198
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 135,593
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,197,740**

Paving and Allowance Subtotal:		**$ 3,457,627**
Construction Contingency:	15%	$ 518,644
Construction Cost TOTAL:		**$ 3,977,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,977,000**
Engineering/Survey/Testing:		18%	$ 715,860
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 397,700
		Impact Fee Project Cost TOTAL:	**$ 5,091,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-39,7-28**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	OUTER LOOP TO PUNK CARTER PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,905			
Service Area(s):	6, 7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	10,006	cy	$ 8.00	$ 80,049
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	20,012	sy	$ 5.00	$ 100,061
304	10" Concrete Pavement w/ 6" Curb	18,076	sy	$ 50.00	$ 903,778
404	4" Topsoil	8,392	sy	$ 4.50	$ 37,765
504	5" Concrete Sidewalk	58,100	sf	$ 3.75	$ 217,875
604	Moisture Conditioning	20,012	sy	$ 8.00	$ 160,098
704	Street Lighting	2,905	lf	$ 70.00	$ 203,350
				Paving Construction Cost Subtotal:	**$ 1,702,976**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 136,238
√	Traffic Control	Construction Phase Traffic Control	3%	$ 51,089
√	Pavement Markings/Signs		4%	$ 68,119
√	Roadway Drainage	Standard Internal System	25%	$ 425,744
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 85,149
√	Sewer	Minor Adjustments	2%	$ 34,060
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 102,179
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 902,577**

Paving and Allowance Subtotal:		**$ 2,605,553**
Construction Contingency:	15%	$ 390,833
Construction Cost TOTAL:		**$ 2,997,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,997,000**
Engineering/Survey/Testing:		18%	$ 539,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 299,700
		Impact Fee Project Cost TOTAL:	**$ 3,836,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**6-38,7-29**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	PUNK CARTER PKWY TO OWNSBY PKWY			
Impact Fee Class:	P6D			
Existing Lanes:	4D			
Length (lf):	2,695			
Service Area(s):	6, 7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,283	cy	$ 8.00	$ 74,262
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,566	sy	$ 5.00	$ 92,828
304	10" Concrete Pavement w/ 6" Curb	16,769	sy	$ 50.00	$ 838,444
404	4" Topsoil	7,786	sy	$ 4.50	$ 35,035
504	5" Concrete Sidewalk	53,900	sf	$ 3.75	$ 202,125
604	Moisture Conditioning	18,566	sy	$ 8.00	$ 148,524
704	Street Lighting	2,695	lf	$ 70.00	$ 188,650
				Paving Construction Cost Subtotal:	**$ 1,579,869**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 126,390
√	Traffic Control	Construction Phase Traffic Control	3%	$ 47,396
√	Pavement Markings/Signs		4%	$ 63,195
√	Roadway Drainage	Standard Internal System	25%	$ 394,967
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 78,993
√	Sewer	Minor Adjustments	2%	$ 31,597
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 94,792
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 837,331**

Paving and Allowance Subtotal:		**$ 2,417,199**
Construction Contingency:	15%	$ 362,580
Construction Cost TOTAL:		**$ 2,780,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,780,000**
Engineering/Survey/Testing:		18%	$ 500,400
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 278,000
		Impact Fee Project Cost TOTAL:	**$ 3,558,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**6-37,7-30**
Name:	PRESTON RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1214 FT NORTH OF FRONTIER PKWY TO OWNSBY PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	4D		
Length (lf):	4,750		
Service Area(s):	6, 7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	16,361	cy	$ 8.00	$ 130,889
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	32,722	sy	$ 5.00	$ 163,611
304	10" Concrete Pavement w/ 6" Curb	29,556	sy	$ 50.00	$ 1,477,778
404	4" Topsoil	13,722	sy	$ 4.50	$ 61,750
504	5" Concrete Sidewalk	95,000	sf	$ 3.75	$ 356,250
604	Moisture Conditioning	32,722	sy	$ 8.00	$ 261,778
704	Street Lighting	4,750	lf	$ 70.00	$ 332,500
				Paving Construction Cost Subtotal:	**$ 2,784,556**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 222,764
√	Traffic Control	Construction Phase Traffic Control	3%	$ 83,537
√	Pavement Markings/Signs		4%	$ 111,382
√	Roadway Drainage	Standard Internal System	25%	$ 696,139
√	Special Drainage Structures	Major Stream Crossing(s)	$500,000	$ 500,000
√	Water	Minor Adjustments	5%	$ 139,228
√	Sewer	Minor Adjustments	2%	$ 55,691
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 167,073
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,975,814**

Paving and Allowance Subtotal:		**$ 4,760,370**
Construction Contingency:	15%	$ 714,056
Construction Cost TOTAL:		**$ 5,475,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 5,475,000**
Engineering/Survey/Testing:		18%	$ 985,500
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 547,500
		Impact Fee Project Cost TOTAL:	**$ 7,008,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-31**
Name:	COIT RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	GLENDENNING PKWY TO 911 FT NORTH OF OUTER LOOP		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	2,640		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	9,093	cy	$ 8.00	$ 72,747
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	18,187	sy	$ 5.00	$ 90,933
304	10" Concrete Pavement w/ 6" Curb	16,427	sy	$ 50.00	$ 821,333
404	4" Topsoil	7,627	sy	$ 4.50	$ 34,320
504	5" Concrete Sidewalk	52,800	sf	$ 3.75	$ 198,000
604	Moisture Conditioning	18,187	sy	$ 8.00	$ 145,493
704	Street Lighting	2,640	lf	$ 70.00	$ 184,800
				Paving Construction Cost Subtotal:	**$ 1,547,627**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 123,810
√	Traffic Control	Construction Phase Traffic Control	3%	$ 46,429
√	Pavement Markings/Signs		4%	$ 61,905
√	Roadway Drainage	Standard Internal System	25%	$ 386,907
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 77,381
√	Sewer	Minor Adjustments	2%	$ 30,953
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 92,858
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 820,242**

Paving and Allowance Subtotal:		**$ 2,367,869**
Construction Contingency:	15%	$ 355,180
Construction Cost TOTAL:		**$ 2,724,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,724,000**
Engineering/Survey/Testing:		18%	$ 490,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 272,400
		Impact Fee Project Cost TOTAL:	**$ 3,487,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-32**
Name:	COIT RD	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	CHOATE PKWY TO 1788 FT SOUTH OF CHOATE PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	1,850		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	6,372	cy	$ 8.00	$ 50,978
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	12,744	sy	$ 5.00	$ 63,722
304	10" Concrete Pavement w/ 6" Curb	11,511	sy	$ 50.00	$ 575,556
404	4" Topsoil	5,344	sy	$ 4.50	$ 24,050
504	5" Concrete Sidewalk	37,000	sf	$ 3.75	$ 138,750
604	Moisture Conditioning	12,744	sy	$ 8.00	$ 101,956
704	Street Lighting	1,850	lf	$ 70.00	$ 129,500
				Paving Construction Cost Subtotal:	**$ 1,084,511**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 86,761
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 43,380
√	Roadway Drainage	Standard Internal System	25%	$ 271,128
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 54,226
√	Sewer	Minor Adjustments	2%	$ 21,690
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 65,071
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 542,256**

Paving and Allowance Subtotal:		**$ 1,626,767**
Construction Contingency:	15%	$ 244,015
Construction Cost TOTAL:		**$ 1,871,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,871,000**
Engineering/Survey/Testing:		18%	$ 336,780
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 374,200
		Impact Fee Project Cost TOTAL:	**$ 2,582,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-33**
Name:	COIT RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	OWNSBY PKWY TO 1083 NORTH OF PUNK CARTER PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	2,375		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	8,181	cy	$ 8.00	$ 65,444
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	16,361	sy	$ 5.00	$ 81,806
304	10" Concrete Pavement w/ 6" Curb	14,778	sy	$ 50.00	$ 738,889
404	4" Topsoil	6,861	sy	$ 4.50	$ 30,875
504	5" Concrete Sidewalk	47,500	sf	$ 3.75	$ 178,125
604	Moisture Conditioning	16,361	sy	$ 8.00	$ 130,889
704	Street Lighting	2,375	lf	$ 70.00	$ 166,250
				Paving Construction Cost Subtotal:	**$ 1,392,278**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 111,382
√	Traffic Control	Construction Phase Traffic Control	3%	$ 41,768
√	Pavement Markings/Signs		4%	$ 55,691
√	Roadway Drainage	Standard Internal System	25%	$ 348,069
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 69,614
√	Sewer	Minor Adjustments	2%	$ 27,846
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 83,537
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 737,907**
			Paving and Allowance Subtotal:	**$ 2,130,185**
			Construction Contingency: 15%	$ 319,528
			Construction Cost TOTAL:	**$ 2,450,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,450,000**
Engineering/Survey/Testing:		18%	$ 441,000
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 245,000
		Impact Fee Project Cost TOTAL:	**$ 3,136,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**7-34**
Name:	COIT RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**		
Limits:	OWNSBY PKWY TO CR 84			
Impact Fee Class:	P6D			
Existing Lanes:	2UD			
Length (lf):	1,160			
Service Area(s):	7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,996	cy	$ 8.00	$ 31,964
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	7,991	sy	$ 5.00	$ 39,956
304	10" Concrete Pavement w/ 6" Curb	7,218	sy	$ 50.00	$ 360,889
404	4" Topsoil	3,351	sy	$ 4.50	$ 15,080
504	5" Concrete Sidewalk	23,200	sf	$ 3.75	$ 87,000
604	Moisture Conditioning	7,991	sy	$ 8.00	$ 63,929
704	Street Lighting	1,160	lf	$ 70.00	$ 81,200
				Paving Construction Cost Subtotal:	**$ 680,018**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 54,401
√	Traffic Control	Construction Phase Traffic Control	3%	$ 20,401
√	Pavement Markings/Signs		4%	$ 27,201
√	Roadway Drainage	Standard Internal System	25%	$ 170,004
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 34,001
√	Sewer	Minor Adjustments	2%	$ 13,600
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 40,801
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 360,409**

Paving and Allowance Subtotal:		**$ 1,040,427**
Construction Contingency:	15%	$ 156,064
Construction Cost TOTAL:		**$ 1,197,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,197,000**
Engineering/Survey/Testing:		18%	$ 215,460
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 119,700
		Impact Fee Project Cost TOTAL:	**$ 1,532,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-35**
Name:	COIT RD	**This project consists of the construction of a new four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.**	
Limits:	CR 84 TO 2147 FT NORTH OF FRONTIER PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	XX		
Length (lf):	3,750		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	12,917	cy	$ 8.00	$ 103,333
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	25,833	sy	$ 5.00	$ 129,167
304	10" Concrete Pavement w/ 6" Curb	23,333	sy	$ 50.00	$ 1,166,667
404	4" Topsoil	10,833	sy	$ 4.50	$ 48,750
504	5" Concrete Sidewalk	75,000	sf	$ 3.75	$ 281,250
604	Moisture Conditioning	25,833	sy	$ 8.00	$ 206,667
704	Street Lighting	3,750	lf	$ 70.00	$ 262,500
				Paving Construction Cost Subtotal:	**$ 2,198,333**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 175,867
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 87,933
√	Roadway Drainage	Standard Internal System	25%	$ 549,583
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 109,917
√	Sewer	Minor Adjustments	2%	$ 43,967
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 131,900
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,099,167**

Paving and Allowance Subtotal:		**$ 3,297,500**
Construction Contingency:	15%	$ 494,625
Construction Cost TOTAL:		**$ 3,793,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,793,000**
Engineering/Survey/Testing:		18%	$ 682,740
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 758,600
		Impact Fee Project Cost TOTAL:	**$ 5,234,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-36**
Name:	COIT RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	2147 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	2,165		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	7,457	cy	$ 8.00	$ 59,658
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	14,914	sy	$ 5.00	$ 74,572
304	10" Concrete Pavement w/ 6" Curb	13,471	sy	$ 50.00	$ 673,556
404	4" Topsoil	6,254	sy	$ 4.50	$ 28,145
504	5" Concrete Sidewalk	43,300	sf	$ 3.75	$ 162,375
604	Moisture Conditioning	14,914	sy	$ 8.00	$ 119,316
704	Street Lighting	2,165	lf	$ 70.00	$ 151,550
				Paving Construction Cost Subtotal:	**$ 1,269,171**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 101,534
√	Traffic Control	Construction Phase Traffic Control	3%	$ 38,075
√	Pavement Markings/Signs		4%	$ 50,767
√	Roadway Drainage	Standard Internal System	25%	$ 317,293
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 63,459
√	Sewer	Minor Adjustments	2%	$ 25,383
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 76,150
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 672,661**

Paving and Allowance Subtotal:		**$ 1,941,832**
Construction Contingency:	15%	$ 291,275
Construction Cost TOTAL:		**$ 2,234,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,234,000**
Engineering/Survey/Testing:		18%	$ 402,120
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 223,400
		Impact Fee Project Cost TOTAL:	**$ 2,860,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-37**
Name:	WELLS WAY	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	629 FT SOUTH OF OWNSBY PKWY TO WELLS WAY		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	265		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	393	cy	$ 8.00	$ 3,141
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	1,178	sy	$ 5.00	$ 5,889
301	9" Concrete Pavement w/ 6" Curb	795	sy	$ 40.00	$ 31,800
401	4" Topsoil	442	sy	$ 4.50	$ 1,988
501	5" Concrete Sidewalk	4,240	sf	$ 3.75	$ 15,900
601	Moisture Conditioning	1,178	sy	$ 8.00	$ 9,422
701	Street Lighting	265	lf	$ 70.00	$ 18,550
				Paving Construction Cost Subtotal:	**$ 86,689**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 6,935
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 3,468
√	Roadway Drainage	Standard Internal System	25%	$ 21,672
√	Special Drainage Structures	Minor Stream Crossing(s)	$250,000	$ 250,000
√	Water	Minor Adjustments	5%	$ 4,334
√	Sewer	Minor Adjustments	2%	$ 1,734
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 5,201
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 293,345**

Paving and Allowance Subtotal:		**$ 380,034**
Construction Contingency:	15%	$ 57,005
Construction Cost TOTAL:		**$ 438,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 438,000**
Engineering/Survey/Testing:		18%	$ 78,840
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 87,600
		Impact Fee Project Cost TOTAL:	**$ 604,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-38**
Name:	WELLS WAY	**This project consists of the reconstruction of the existing facility as a two-lane undivided collector.**	
Limits:	FRONTIER PKWY TO 646 FT NORTH OF SADDLE HORN CT		
Impact Fee Class:	C2U		
Existing Lanes:	2UD		
Length (lf):	5,335		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	7,904	cy	$ 8.00	$ 63,230
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	23,711	sy	$ 5.00	$ 118,556
301	9" Concrete Pavement w/ 6" Curb	16,005	sy	$ 40.00	$ 640,200
401	4" Topsoil	8,892	sy	$ 4.50	$ 40,013
501	5" Concrete Sidewalk	85,360	sf	$ 3.75	$ 320,100
601	Moisture Conditioning	23,711	sy	$ 8.00	$ 189,689
701	Street Lighting	5,335	lf	$ 70.00	$ 373,450
				Paving Construction Cost Subtotal:	**$ 1,745,237**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 139,619
√	Traffic Control	Construction Phase Traffic Control	3%	$ 52,357
√	Pavement Markings/Signs		4%	$ 69,809
√	Roadway Drainage	Standard Internal System	25%	$ 436,309
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 87,262
√	Sewer	Minor Adjustments	2%	$ 34,905
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 104,714
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 924,975**

Paving and Allowance Subtotal:		**$ 2,670,212**
Construction Contingency:	15%	$ 400,532
Construction Cost TOTAL:		**$ 3,071,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,071,000**
Engineering/Survey/Testing:		18%	$ 552,780
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 307,100
		Impact Fee Project Cost TOTAL:	**$ 3,931,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**7-39**
Name:	ROSELAND PKWY	**This project consists of the construction of a new two-lane undivided collector.**		
Limits:	SUNSET BLVD TO OUTER LOOP			
Impact Fee Class:	C2U			
Existing Lanes:	XX			
Length (lf):	3,905			
Service Area(s):	7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	5,785	cy	$ 8.00	$ 46,281
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	17,356	sy	$ 5.00	$ 86,778
301	9" Concrete Pavement w/ 6" Curb	11,715	sy	$ 40.00	$ 468,600
401	4" Topsoil	6,508	sy	$ 4.50	$ 29,288
501	5" Concrete Sidewalk	62,480	sf	$ 3.75	$ 234,300
601	Moisture Conditioning	17,356	sy	$ 8.00	$ 138,844
701	Street Lighting	3,905	lf	$ 70.00	$ 273,350
				Paving Construction Cost Subtotal:	**$ 1,277,441**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 102,195
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 51,098
√	Roadway Drainage	Standard Internal System	25%	$ 319,360
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 63,872
√	Sewer	Minor Adjustments	2%	$ 25,549
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 76,646
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 638,721**

Paving and Allowance Subtotal:		**$ 1,916,162**
Construction Contingency:	15%	$ 287,424
Construction Cost TOTAL:		**$ 2,204,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 2,204,000**
Engineering/Survey/Testing:		18%	$ 396,720
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 440,800
		Impact Fee Project Cost TOTAL:	**$ 3,042,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:		**Description:**	**Project No.**	**7-40**
Name:	ROSELAND PKWY	**This project consists of the construction of a new two-lane undivided collector.**		
Limits:	CHOATE PKWY TO 1076 FT SOUTH OF CHOATE PKWY			
Impact Fee Class:	C2U			
Existing Lanes:	XX			
Length (lf):	1,110			
Service Area(s):	7			

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,644	cy	$ 8.00	$ 13,156
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	4,933	sy	$ 5.00	$ 24,667
301	9" Concrete Pavement w/ 6" Curb	3,330	sy	$ 40.00	$ 133,200
401	4" Topsoil	1,850	sy	$ 4.50	$ 8,325
501	5" Concrete Sidewalk	17,760	sf	$ 3.75	$ 66,600
601	Moisture Conditioning	4,933	sy	$ 8.00	$ 39,467
701	Street Lighting	1,110	lf	$ 70.00	$ 77,700
				Paving Construction Cost Subtotal:	**$ 363,114**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 29,049
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 14,525
√	Roadway Drainage	Standard Internal System	25%	$ 90,778
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 18,156
√	Sewer	Minor Adjustments	2%	$ 7,262
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 21,787
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 181,557**

Paving and Allowance Subtotal:		**$ 544,671**
Construction Contingency:	15%	$ 81,701
Construction Cost TOTAL:		**$ 627,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 627,000**
Engineering/Survey/Testing:		18%	$ 112,860
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 125,400
		Impact Fee Project Cost TOTAL:	**$ 865,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-41**
Name:	ROSELAND PKWY	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	1076 FT SOUTH OF CHOATE PKWY TO 1939 FT NORTH OF OWNSBY PKWY		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	1,585		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	2,348	cy	$ 8.00	$ 18,785
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	7,044	sy	$ 5.00	$ 35,222
301	9" Concrete Pavement w/ 6" Curb	4,755	sy	$ 40.00	$ 190,200
401	4" Topsoil	2,642	sy	$ 4.50	$ 11,888
501	5" Concrete Sidewalk	25,360	sf	$ 3.75	$ 95,100
601	Moisture Conditioning	7,044	sy	$ 8.00	$ 56,356
701	Street Lighting	1,585	lf	$ 70.00	$ 110,950
				Paving Construction Cost Subtotal:	**$ 518,500**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 41,480
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 20,740
√	Roadway Drainage	Standard Internal System	25%	$ 129,625
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 25,925
√	Sewer	Minor Adjustments	2%	$ 10,370
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 31,110
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 259,250**
			Paving and Allowance Subtotal:	**$ 777,751**
			Construction Contingency: 15%	$ 116,663
			Construction Cost TOTAL:	**$ 895,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 895,000**
Engineering/Survey/Testing:		18%	$ 161,100
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 179,000
		Impact Fee Project Cost TOTAL:	**$ 1,235,000**

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-42**
Name:	ROSELAND PKWY	**This project consists of the construction of a new two-lane undivided collector.**	
Limits:	993 FT NORTH OF OWNSBY PKWY TO 1935 FT NORTH OF OWNSBY PKWY		
Impact Fee Class:	C2U		
Existing Lanes:	XX		
Length (lf):	950		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	1,407	cy	$ 8.00	$ 11,259
201	6" Lime Stabilized Subgrade @ 100 lbs/sy	4,222	sy	$ 5.00	$ 21,111
301	9" Concrete Pavement w/ 6" Curb	2,850	sy	$ 40.00	$ 114,000
401	4" Topsoil	1,583	sy	$ 4.50	$ 7,125
501	5" Concrete Sidewalk	15,200	sf	$ 3.75	$ 57,000
601	Moisture Conditioning	4,222	sy	$ 8.00	$ 33,778
701	Street Lighting	950	lf	$ 70.00	$ 66,500
				Paving Construction Cost Subtotal:	**$ 310,773**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 24,862
	Traffic Control	None Anticipated	0%	$ -
√	Pavement Markings/Signs		4%	$ 12,431
√	Roadway Drainage	Standard Internal System	25%	$ 77,693
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 15,539
√	Sewer	Minor Adjustments	2%	$ 6,215
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 18,646
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 155,387**
			Paving and Allowance Subtotal:	**$ 466,160**
			Construction Contingency: 15%	$ 69,924
			Construction Cost TOTAL:	**$ 537,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 537,000**
Engineering/Survey/Testing:		18%	$ 96,660
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	20%	$ 107,400
		Impact Fee Project Cost TOTAL:	**$ 741,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-43**
Name:	CUSTER RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	CHOATE PKWY TO 1607 FT NORTH OF OWNSBY PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	3,695		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	12,727	cy	$ 8.00	$ 101,818
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	25,454	sy	$ 5.00	$ 127,272
304	10" Concrete Pavement w/ 6" Curb	22,991	sy	$ 50.00	$ 1,149,556
404	4" Topsoil	10,674	sy	$ 4.50	$ 48,035
504	5" Concrete Sidewalk	73,900	sf	$ 3.75	$ 277,125
604	Moisture Conditioning	25,454	sy	$ 8.00	$ 203,636
704	Street Lighting	3,695	lf	$ 70.00	$ 258,650
				Paving Construction Cost Subtotal:	**$ 2,166,091**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 173,287
√	Traffic Control	Construction Phase Traffic Control	3%	$ 64,983
√	Pavement Markings/Signs		4%	$ 86,644
√	Roadway Drainage	Standard Internal System	25%	$ 541,523
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 108,305
√	Sewer	Minor Adjustments	2%	$ 43,322
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 129,965
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 1,148,028**

Paving and Allowance Subtotal:		**$ 3,314,119**
Construction Contingency:	15%	$ 497,118
Construction Cost TOTAL:		**$ 3,812,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 3,812,000**
Engineering/Survey/Testing:		18%	$ 686,160
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 381,200
		Impact Fee Project Cost TOTAL:	**$ 4,879,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-44**
Name:	CUSTER RD	**This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.**	
Limits:	1607 FT NORTH OF OWNSBY PKWY TO OWNSBY PKWY		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,585		
Service Area(s):	7		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	5,459	cy	$ 8.00	$ 43,676
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	10,919	sy	$ 5.00	$ 54,594
304	10" Concrete Pavement w/ 6" Curb	9,862	sy	$ 50.00	$ 493,111
404	4" Topsoil	4,579	sy	$ 4.50	$ 20,605
504	5" Concrete Sidewalk	31,700	sf	$ 3.75	$ 118,875
604	Moisture Conditioning	10,919	sy	$ 8.00	$ 87,351
704	Street Lighting	1,585	lf	$ 70.00	$ 110,950
				Paving Construction Cost Subtotal:	**$ 929,162**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 74,333
√	Traffic Control	Construction Phase Traffic Control	3%	$ 27,875
√	Pavement Markings/Signs		4%	$ 37,166
√	Roadway Drainage	Standard Internal System	25%	$ 232,291
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 46,458
√	Sewer	Minor Adjustments	2%	$ 18,583
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 55,750
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 492,456**

Paving and Allowance Subtotal:		**$ 1,421,618**
Construction Contingency:	15%	$ 213,243
Construction Cost TOTAL:		**$ 1,635,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,635,000**
Engineering/Survey/Testing:		18%	$ 294,300
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 163,500
		Impact Fee Project Cost TOTAL:	**$ 2,093,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina

2020 Roadway Impact Fee

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.

updated: 5/17/2021

Project Information:	**Description:**	**Project No.**	**7-45**
Name:	CUSTER RD		
Limits:	748 FT SOUTH OF SUNSET BLVD TO COLLIN COUNTY OUTER LOOP		
Impact Fee Class:	P6D		
Existing Lanes:	2UD		
Length (lf):	1,005		
Service Area(s):	7		

This project consists of the reconstruction of the existing road as a four lane divided primary arterial within the ultimate ROW of a six lane divided arterial.

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation	3,462	cy	$ 8.00	$ 27,693
204	8" Lime Stabilized Subgrade @ 100 lbs/sy	6,923	sy	$ 5.00	$ 34,617
304	10" Concrete Pavement w/ 6" Curb	6,253	sy	$ 50.00	$ 312,667
404	4" Topsoil	2,903	sy	$ 4.50	$ 13,065
504	5" Concrete Sidewalk	20,100	sf	$ 3.75	$ 75,375
604	Moisture Conditioning	6,923	sy	$ 8.00	$ 55,387
704	Street Lighting	1,005	lf	$ 70.00	$ 70,350
				Paving Construction Cost Subtotal:	**$ 589,153**

Major Construction Component Allowances:**

	Item Description	Notes	Allowance	Item Cost
√	Prep ROW		8%	$ 47,132
√	Traffic Control	Construction Phase Traffic Control	3%	$ 17,675
√	Pavement Markings/Signs		4%	$ 23,566
√	Roadway Drainage	Standard Internal System	25%	$ 147,288
	Special Drainage Structures	None Anticipated	$0	$ -
√	Water	Minor Adjustments	5%	$ 29,458
√	Sewer	Minor Adjustments	2%	$ 11,783
√	Establish Turf / Erosion Ctrl / Landscaping		6%	$ 35,349
	Other:		-	$ -
**Allowances based on % of Paving Construction Cost Subtotal			**Allowance Subtotal:**	**$ 312,251**
			Paving and Allowance Subtotal:	**$ 901,405**
			Construction Contingency: 15%	$ 135,211
			Construction Cost TOTAL:	**$ 1,037,000**

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	**$ 1,037,000**
Engineering/Survey/Testing:		18%	$ 186,660
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Roadway Alignment	10%	$ 103,700
		Impact Fee Project Cost TOTAL:	**$ 1,327,000**

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Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

B. CIP Service Units of Supply

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area 1

6/10/2021

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
1-1	MARILEE RD	DALLAS NORTH TOLLWAY TO 2250 FT WEST OF CELINA PKWY	0.53	4	P6D	2	50%	750	795	1	794	$ 4,914,000.00	$ 2,457,000.00
1-2	SA1_RD1	5360 FT NORTH OF LEGACY DR TO 3254 FT NORTH OF LEGACY DR	0.5	2	C2U	New	100%	475	475	0	475	$ 2,056,000.00	$ 2,056,000.00
1-3	RAZOR DR	T OF DALLAS NORTH TOLLWAY TO 2926 FT WEST OF DALLAS NOR	0.28	4	M4D	2	50%	650	364	0	364	$ 1,955,000.00	$ 977,500.00
1-4	RAZOR DR	FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLL	0.27	4	M4D	2	100%	650	702	1	701	$ 1,882,000.00	$ 1,882,000.00
1-5,3-2	G A MOORE PKWY	DALLAS NORTH TOLLWAY TO LEGACY DR	1.21	4	P6D	200	50%	750	1815	121	1694	$ 13,614,000.00	$ 6,807,000.00
1-6	G A MOORE PKWY	RILEY RD TO DALLAS NORTH TOLLWAY	0.32	4	P6D	200	50%	750	480	32	448	$ 2,232,000.00	$ 1,116,000.00
1-7,3-71	LEGACY DR	GA MOORE PKWY TO CELINA PKWY	1.45	4	P6D	New	50%	750	2175	0	2175	$ 13,415,000.00	$ 6,707,500.00
1-8,3-1	LEGACY DR	LOUISIANA DR TO PRESTON RD	0.97	4	M4D	66	50%	650	1261	32	1229	$ 8,233,000.00	$ 4,116,500.00
1-9	CELINA PKWY	SA1_RD2 TO 1965 FT NORTH OF SA1_RD2	0.31	4	P6D	2	50%	750	465	0	465	$ 2,159,000.00	$ 1,079,500.00
1-10	CELINA PKWY	CELINA PKWY TO SA1_RD2	0.55	4	P6D	2	50%	750	825	1	824	$ 3,836,000.00	$ 1,918,000.00
1-11	CELINA PKWY	LEGACY DR TO CELINA PKWY	0.21	4	P6D	New	50%	750	315	0	315	$ 2,949,000.00	$ 1,474,500.00
1-12	CELINA PKWY	1558 FT SOUTH OF LEGACY DR TO LEGACY DR	0.25	4	P6D	New	50%	750	375	0	375	$ 1,842,000.00	$ 921,000.00
1-13,2-11	PRESTON RD	MARILEE RD TO STALLCUP BLVD	0.76	4	P6D	1547	50%	750	1140	588	552	$ 6,038,000.00	$ 3,019,000.00
1-14,2-12	PRESTON RD	STALLCUP BLVD TO CARL DARNALL PKWY	0.74	4	P6D	1547	50%	750	1110	572	538	$ 5,156,000.00	$ 2,578,000.00
1-15,2-13	PRESTON RD	CARL DARNALL PKWY TO 494 FT NORTH OF LEGACY DR	0.76	4	P6D	1718	50%	750	1140	653	487	$ 5,302,000.00	$ 2,651,000.00
1-16,2-14	PRESTON RD	494 FT NORTH OF LEGACY DR TO LEGACY DR	0.09	4	P6D	1718	50%	750	135	77	58	$ 627,000.00	$ 313,500.00
1-17	DALLAS NORTH TOLLWAY	MARILEE RD TO 1433 FT NORTH OF RAZOR DR	1.31	6	FWY	2	50%	750	2948	1	2947	$ 13,830,000.00	$ 6,915,000.00
1-18	DALLAS NORTH TOLLWAY	1433 FT NORTH OF RAZOR DR TO RAZOR DR	0.28	6	FWY	2	100%	750	1260	1	1259	$ 2,960,000.00	$ 2,960,000.00
1-19	DALLAS NORTH TOLLWAY	RAZOR DR TO GA MOORE PKWY	0.99	6	FWY	2	100%	750	4455	2	4453	$ 10,450,000.00	$ 10,450,000.00
	Int. Improvements	CR 10 & Razor Dr					100%					$ 900,000.00	$ 900,000
	Int. Improvements	CR 10 & Marilee Road					25%					$ 1,800,000.00	$ 450,000
	Int. Improvements	BUS 289 & Legacy Dr					50%					$ 300,000.00	$ 150,000
	Int. Improvements	Legacy Dr & GA Moore Parkway					25%					$ 300,000.00	$ 75,000
	Int. Improvements	CR 10 & GA Moore Pkwy					50%					$ 1,800,000.00	$ 900,000
	Int. Improvements	Legacy Dr & Celina Pkwy					25%					$ 300,000.00	$ 75,000
	Int. Improvements	Preston Rd & Carl Darnall Pkwy					25%					$ 900,000.00	$ 225,000
	Int. Improvements	Celina Pkwy & SA1_RD1					50%					$ 300,000.00	$ 150,000
	Int. Improvements	Celina Pkwy & SA1_RD1					50%					$ 300,000.00	$ 150,000
SUBTOTAL									**22,235**	**2,082**	**20,153**	**$ 110,350,000**	**$ 63,474,000**

2020 Roadway Impact Fee Study Cost Per Service Area $ 8,571

TOTAL COST IN SERVICE AREA 1 $ 63,482,571

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area 2

6/10/2021

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
2-1	MARILEE RD	PRESTON RD TO COIT RD	0.11	4	P6D	2	50%	750	165	0	165	$ 767,000.00	$ 383,500.00
2-2	STALLCUP BLVD	PRESTON RD TO COIT RD	0.44	4	M4D	New	100%	650	1144	0	1144	$ 3,246,000.00	$ 3,246,000.00
2-3	SA2_RD1	PRESTON RD TO COIT RD	0.5	2	C2U	44	100%	475	475	22	453	$ 1,946,000.00	$ 1,946,000.00
2-4	SA2_RD1	COIT RD TO 1400 FT EAST OF COIT RD	0.26	2	C2U	44	100%	475	247	11	236	$ 1,014,000.00	$ 1,014,000.00
2-5	SA2_RD1	1400 FT EAST OF COIT RD TO SA2_RD2	0.2	2	C2U	44	100%	475	190	9	181	$ 778,000.00	$ 778,000.00
2-6	CARL DARNALL PKWY	1243 FT EAST OF SA2_RD2 TO SA2_RD2	0.25	4	P6D	New	50%	750	375	0	375	$ 1,842,000.00	$ 921,000.00
2-7	LEGACY DR	PRESTON RD TO CR 106	0.5	4	M4D	2	100%	650	1300	1	1299	$ 3,487,000.00	$ 3,487,000.00
2-8	LEGACY DR	2003 FT WEST OF COIT RD TO COIT RD	0.38	4	M4D	2	100%	650	988	1	987	$ 2,648,000.00	$ 2,648,000.00
2-9,4-1	ROBINSON DR	PRESTON RD TO COIT RD	0.59	4	M4D	608	50%	650	767	179	588	$ 4,113,000.00	$ 2,056,500.00
2-10,4-2	ROBINSON DR	COIT RD TO 2659 FT EAST OF COIT RD	0.5	4	M4D	435	50%	650	650	109	541	$ 3,487,000.00	$ 1,743,500.00
1-13,2-11	PRESTON RD	MARILEE RD TO STALLCUP BLVD	0.76	4	P6D	1547	50%	750	1140	588	552	$ 6,038,000.00	$ 3,019,000.00
1-14,2-12	PRESTON RD	STALLCUP BLVD TO CARL DARNALL PKWY	0.74	4	P6D	1547	50%	750	1110	572	538	$ 5,156,000.00	$ 2,578,000.00
1-15,2-13	PRESTON RD	CARL DARNALL PKWY TO 494 FT NORTH OF LEGACY DR	0.76	4	P6D	1718	50%	750	1140	653	487	$ 5,302,000.00	$ 2,651,000.00
1-16,2-14	PRESTON RD	494 FT NORTH OF LEGACY DR TO LEGACY DR	0.09	4	P6D	1718	50%	750	135	77	58	$ 627,000.00	$ 313,500.00
2-15,3-54	PRESTON RD	LEGACY DR TO ROBINSON DR	0.39	4	P6D	1718	50%	750	585	335	250	$ 2,720,000.00	$ 1,360,000.00
2-16	COIT RD	MARILEE RD TO CARL DARNALL PKWY	0.69	4	M4D	New	100%	650	1794	0	1794	$ 6,679,000.00	$ 6,679,000.00
2-17	COIT RD	640 SOUTH OF CARL DARNALL PKWY TO CARL DARNALL PKWY	0.12	4	M4D	New	50%	650	156	0	156	$ 887,000.00	$ 443,500.00
2-18	COIT RD	1438 FT NORTH OF LEGACY DR TO LEGACY DR	0.28	4	M4D	New	100%	650	728	0	728	$ 2,066,000.00	$ 2,066,000.00
	Int. Improvements	Coit Road & Stallcup Blvd					25%					$ 300,000.00	$ 75,000
	Int. Improvements	Coit Road & Carl Darnall Pkwy					50%					$ 300,000.00	$ 150,000
	Int. Improvements	Coit Road & Legacy Dr					25%					$ 300,000.00	$ 75,000
	Int. Improvements	Preston Rd & Marilee Rd					50%					$ 1,800,000.00	$ 900,000
	Int. Improvements	Preston Rd & Stallcup Blvd					50%					$ 750,000.00	$ 375,000
	Int. Improvements	Preston Rd & Carl Darnall Pkwy					50%					$ 1,800,000.00	$ 900,000
	Int. Improvements	Preston Rd & Legacy Dr					50%					$ 1,050,000.00	$ 525,000
	Int. Improvements	Preston Rd & Robinson Dr					25%					$ 150,000.00	$ 37,500
	Int. Improvements	GA Moore Pkwy & Celina Pkwy					25%					$ 300,000.00	$ 75,000
	Int. Improvements	SA2_Rd1 & SA2_Rd2					25%					$ 250,000.00	$ 62,500
	Int. Improvements	Carl Darnall Pkwy & SA2_Rd2					25%					$ 300,000.00	$ 75,000
	Int. Improvements	Marilee Road & Coit Road					25%					$ 300,000.00	$ 75,000
SUBTOTAL									**13,089**	**2,557**	**10,532**	**$ 60,403,000**	**$ 40,658,500**

2020 Roadway Impact Fee Study Cost Per Service Area $ 8,571

TOTAL COST IN SERVICE AREA 2 $ 40,667,071

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area 3

6/10/2021

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
1-8,3-1	LEGACY DR	LOUISIANA DR TO PRESTON RD	0.97	4	M4D	66	50%	650	1261	32	1229	$ 8,233,000.00	$ 4,116,500.00
1-5,3-2	G A MOORE PKWY	DALLAS NORTH TOLLWAY TO LEGACY DR	1.21	4	P6D	200	50%	750	1815	121	1694	$ 13,614,000.00	$ 6,807,000.00
3-3	G A MOORE PKWY	LEGACY DR TO CELINA PKWY	0.91	4	P6D	New	50%	750	1365	0	1365	$ 9,619,000.00	$ 4,809,500.00
3-4	O'BRIEN DR	DALLAS NORTH TOLLWAY TO 1094 FT WEST OF LEGACY DR	0.78	4	M4D	New	100%	650	2028	0	2028	$ 7,295,000.00	$ 7,295,000.00
3-5	O'BRIEN DR	LEGACY DR TO 2463 FT EAST OF LEGACY DR	0.49	2	C2U	200	100%	475	466	98	368	$ 1,905,000.00	$ 1,905,000.00
3-6	O'BRIEN DR	FM 455 TO CELINA PKWY	0.56	2	C2U	New	100%	475	532	0	532	$ 2,302,000.00	$ 2,302,000.00
3-7	CR 994	COX LN TO 1281 FT EAST OF COX LN	0.24	2	C2U	New	100%	475	228	0	228	$ 1,779,000.00	$ 1,779,000.00
3-8	CR 994	1566 FT EAST OF COX LN TO 1606 FT EAST OF COX LN	0.15	2	C2U	2	50%	475	71	0	71	$ 582,000.00	$ 291,000.00
3-9	J FRED SMITH PWKY	DALLAS NORTH TOLLWAY TO LEGACY DR	0.83	4	P6D	5	100%	750	2490	4	2486	$ 6,152,000.00	$ 6,152,000.00
3-10	J FRED SMITH PWKY	LEGACY DR TO FM 455	0.68	4	P6D	5	50%	750	1020	2	1018	$ 5,476,000.00	$ 2,738,000.00
3-11	J FRED SMITH PWKY	FM 455 TO 576 FT EAST OF FM 455	0.11	4	P6D	5	100%	750	330	1	329	$ 767,000.00	$ 767,000.00
3-12	J FRED SMITH PWKY	576 FT EAST OF FM 455 TO CELINA PKWY	0.48	4	P6D	New	100%	750	1440	0	1440	$ 3,538,000.00	$ 3,538,000.00
3-13	J FRED SMITH PWKY	CELINA PKWY TO COX LN	0.27	4	P6D	5	100%	750	810	1	809	$ 1,882,000.00	$ 1,882,000.00
3-14	J FRED SMITH PWKY	COX LN TO 1209 FT EAST OF COX LN	0.23	4	P6D	5	100%	750	690	1	689	$ 2,341,000.00	$ 2,341,000.00
3-15	J FRED SMITH PWKY	CR 57 TO 701 FT EAST OF CR 57	0.26	4	P6D	New	100%	750	780	0	780	$ 4,840,000.00	$ 4,840,000.00
3-16	J FRED SMITH PWKY	LOUISIANA DR TO 1432 FT WEST OF PRESTON RD	0.39	4	P6D	68	50%	750	585	13	572	$ 3,456,000.00	$ 1,728,000.00
3-17	LYNN STAMBAUGH	MALONE ST TO PRESTON RD	0.57	4	M4D	New	100%	650	1482	0	1482	$ 4,201,000.00	$ 4,201,000.00
3-18	WALNUT ST	1850 WEST OF CELINA PKWY TO CELINA PKWY	0.35	4	M4D	200	100%	650	910	70	840	$ 2,444,000.00	$ 2,444,000.00
3-19	WALNUT ST	CELINA PKWY TO FLORIDA	0.5	4	M4D	311	100%	650	1300	156	1144	$ 3,487,000.00	$ 3,487,000.00
3-20	MOBBERLY RD	LAS NORTH TOLLWAY TO 1000 FT EAST OF DALLAS NORTH TOLL	0.2	4	P6D	2	100%	750	600	0	600	$ 3,380,000.00	$ 3,380,000.00
3-21	MOBBERLY CONNECTOR	2529 FT SOUTH OF MOBBERLY RD TO CELINA PKWY	0.8	4	M4D	New	100%	650	2080	0	2080	$ 5,897,000.00	$ 5,897,000.00
3-22	SUNSET BLVD	CELINA PKWY TO S UTAH DR	0.45	4	M4D	78	100%	650	1170	35	1135	$ 3,136,000.00	$ 3,136,000.00
3-23	SUNSET BLVD	S UTAH DR TO BNSF RAILWAY	0.39	4	M4D	New	100%	650	1014	0	1014	$ 3,669,000.00	$ 3,669,000.00
3-24	SUNSET BLVD	BNSF RAILWAY TO PRESTON RD	0.4	4	M4D	New	100%	650	1040	0	1040	$ 4,532,000.00	$ 4,532,000.00
3-25,6-1	FM 428	LEGACY DR TO DENTON COUNTY LINE	0.52	4	P6D	451	50%	750	780	117	663	$ 3,625,000.00	$ 1,812,500.00
3-26,6-2	FM 428	LEGACY DR TO DALLAS NORTH TOLLWAY	0.84	4	P6D	451	50%	750	1260	189	1071	$ 5,856,000.00	$ 2,928,000.00
3-27,6-3	FM 428	DALLAS NORTH TOLLWAY TO 797 FT WEST OF CR 55	0.63	4	P6D	523	50%	750	945	165	780	$ 4,390,000.00	$ 2,195,000.00
3-28,6-4	GLENDENNING PKWY	CELINA PKWY TO GLENDENNING PKWY	0.21	4	P6D	New	50%	750	315	0	315	$ 1,946,000.00	$ 973,000.00
3-29,6-5	GLENDENNING PKWY	PRESTON RD TO OLD CELINA CEMETERY	0.87	4	P6D	483	50%	750	1305	210	1095	$ 15,127,000.00	$ 7,563,500.00
3-30	LEGACY DR	979 FT NORTH OF DALLAS NORTH TOLLWAY TO MOBBERLY RD	0.23	4	P6D	2	50%	750	345	0	345	$ 2,341,000.00	$ 1,170,500.00
3-31	LEGACY DR	FT NORTH OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLL	0.19	4	P6D	2	100%	750	570	0	570	$ 1,327,000.00	$ 1,327,000.00
3-32	LEGACY DR	MOBBERLY RD TO GLENDENNING PKWY	0.58	4	P6D	2	100%	750	1740	1	1739	$ 4,777,000.00	$ 4,777,000.00
3-33	LEGACY DR	1498 FT SOUTH OF O'BRIEN DR TO J FRED SMITH PKWY	0.39	4	P6D	New	100%	750	1170	0	1170	$ 2,876,000.00	$ 2,876,000.00
3-34	LEGACY DR	GA MOORE PKWY TO O'BRIEN DR	0.84	4	P6D	200	100%	750	2520	168	2352	$ 5,856,000.00	$ 5,856,000.00
3-35	FM 455	2463 FT EAST OF LEGACY DR TO J FRED SMITH PKWY	0.65	4	M4D	200	100%	650	1690	130	1560	$ 5,265,000.00	$ 5,265,000.00
3-36	FM 455	J FRED SMITH PKWY TO 1848 WEST OF CELINA PKWY	1.05	4	M4D	200	100%	650	2730	210	2520	$ 8,058,000.00	$ 8,058,000.00
3-37	CELINA PKWY	GA MOORE PKWY TO 1438 FT SOUTH OF LEGACY DR	0.71	4	P6D	New	50%	750	1065	0	1065	$ 6,028,000.00	$ 3,014,000.00
3-38	CELINA PKWY	O'BRIEN DR TO 1385 FT SOUTH OF O'BRIEN DR	0.26	4	P6D	New	100%	750	780	0	780	$ 1,920,000.00	$ 1,920,000.00
3-39	CELINA PKWY	FT SOUTH OF O'BRIEN DR TO 1141 FT NORTH OF J FRED SMITH P	0.51	4	P6D	New	50%	750	765	0	765	$ 3,762,000.00	$ 1,881,000.00
3-40	CELINA PKWY	4058 FT SOUTH OF O'BRIEN TO 3804 FT NORTH OF WALNUT ST	0.22	4	P6D	5	100%	750	660	1	659	$ 1,532,000.00	$ 1,532,000.00
3-41	CELINA PKWY	WALNUT ST TO SUNSET BLVD	0.59	4	P6D	334	100%	750	1770	197	1573	$ 4,113,000.00	$ 4,113,000.00
3-42	CELINA PKWY	SUNSET BLVD TO 1137 FT NORTH OF CR 1214	0.46	4	P6D	334	100%	750	1380	154	1226	$ 3,209,000.00	$ 3,209,000.00
3-43	CELINA PKWY	1137 FT NORTH OF CR 1214 TO CR 1214	0.2	4	P6D	334	100%	750	600	67	533	$ 1,394,000.00	$ 1,394,000.00
3-44	OKLAHOMA DR	LEGACY DR TO GA MOORE PKWY	0.87	4	P6D	48	100%	750	2610	42	2568	$ 6,067,000.00	$ 6,067,000.00
3-45	OKLAHOMA DR	GA MOORE PKWY TO O'BRIEN	0.55	4	P6D	48	100%	750	1650	26	1624	$ 4,204,000.00	$ 4,204,000.00
3-46	OKLAHOMA DR	CR 994 TO O'BRIEN DR	0.5	4	P6D	48	100%	750	1500	24	1476	$ 3,487,000.00	$ 3,487,000.00
3-47	OKLAHOMA DR	CR 994 TO 1045 FT SOUTH OF CR 994	0.2	4	P6D	48	50%	750	300	5	295	$ 2,130,000.00	$ 1,065,000.00
3-48	OKLAHOMA DR	1045 FT SOUTH OF CR 994 TO J FRED SMITH PKWY	0.25	4	P6D	48	100%	750	750	12	738	$ 4,082,000.00	$ 4,082,000.00
3-49	OKLAHOMA DR	J FRED SMITH PKWY TO 258.4 FT NORTH OF POPLAR ST	0.51	4	P6D	108	100%	750	1530	55	1475	$ 3,558,000.00	$ 3,558,000.00
3-50	COX LN	CR 994 TO J FRED SMITH PKWY	0.48	2	C2U	New	100%	475	456	0	456	$ 1,975,000.00	$ 1,975,000.00
3-51	FLORIDA	300 FT NORTH OF MULBERRY CT TO PECAN ST	0.28	2	C2U	0	100%	475	266	0	266	$ 1,091,000.00	$ 1,091,000.00
3-52	OKLAHOMA DR	ASH ST TO SUNSET BLVD	0.4	2	C2U	344	100%	475	380	138	242	$ 1,555,000.00	$ 1,555,000.00
3-53	OKLAHOMA DR	SUNSET BLVD TO PRESTON RD	0.54	2	C2U	344	100%	475	513	186	327	$ 2,100,000.00	$ 2,100,000.00
2-15,3-54	PRESTON RD	LEGACY DR TO ROBINSON DR	0.39	4	P6D	1718	50%	750	585	335	250	$ 2,720,000.00	$ 1,360,000.00
3-55,4-29	PRESTON RD	ROBINSON DR TO GA MOORE PKWY	0.49	4	P6D	1718	50%	750	735	421	314	$ 3,414,000.00	$ 1,707,000.00
3-56,4-30	PRESTON RD	GA MOORE PKWY TO MASSEY DR	0.5	4	P6D	1718	50%	750	750	430	320	$ 3,487,000.00	$ 1,743,500.00
3-57,4-31	PRESTON RD	MASSEY DR TO J FRED SMITH PKWY	1	4	P6D	1718	50%	750	1500	859	641	$ 6,972,000.00	$ 3,486,000.00
3-58,4-32	PRESTON RD	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.51	4	P6D	1718	50%	750	765	438	327	$ 3,558,000.00	$ 1,779,000.00
3-59,4-33	PRESTON RD	LYNN STAMBAUGH PKWY TO FM 455	0.34	4	P6D	1718	50%	750	510	292	218	$ 2,371,000.00	$ 1,185,500.00

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area 3

6/10/2021

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
3-60,4-34	PRESTON RD	FM 455 TO ASH ST	0.38	4	P6D	1718	50%	750	570	326	244	$ 3,384,000.00	$ 1,692,000.00
3-61,4-35	PRESTON RD	ASH ST TO SUNSET BLVD	0.36	4	P6D	1718	50%	750	540	309	231	$ 2,509,000.00	$ 1,254,500.00
3-62,4-36	PRESTON RD	SUNSET BLVD TO GLENDENNING PKWY	0.64	4	P6D	1718	50%	750	960	550	410	$ 4,463,000.00	$ 2,231,500.00
3-63	FLORIDA DR	FLORIDA EXTENSION TO J FRED SMITH PKWY	0.39	2	C2U	New	100%	475	371	0	371	$ 1,605,000.00	$ 1,605,000.00
3-64	SA3_RD1	CR 95 TO LYNN STAMBAUGH PKWY	0.43	2	C2U	New	100%	475	409	0	409	$ 1,768,000.00	$ 1,768,000.00
3-65	MOBBERLY RD	1000 FT EAST OF DALLAS NORTH TOLLWAY TO LEGACY DR	0.36	4	P6D	2	50%	750	540	0	540	$ 2,509,000.00	$ 1,254,500.00
3-66	DALLAS NORTH TOLLWAY	GA MOORE PKWY TO O'BRIEN DR	1.31	6	FWY	New	50%	750	2948	0	2948	$ 13,830,000.00	$ 6,915,000.00
3-67	DALLAS NORTH TOLLWAY	O'BRIEN DR TO J FRED SMITH PKWY	0.7	6	FWY	New	50%	750	1575	0	1575	$ 7,390,000.00	$ 3,695,000.00
3-68	DALLAS NORTH TOLLWAY	J FRED SMITH PKWY TO MOBBERLY RD	1.21	6	FWY	0	50%	750	2723	0	2723	$ 12,780,000.00	$ 6,390,000.00
3-69	DALLAS NORTH TOLLWAY	COUNTY LINE TO LEGACY DR	0.68	6	FWY	New	100%	750	3060	0	3060	$ 7,180,000.00	$ 7,180,000.00
3-70	DALLAS NORTH TOLLWAY	LEGACY DR TO GLENDENNING PKWY	1.19	6	FWY	New	50%	750	2678	0	2678	$ 12,570,000.00	$ 6,285,000.00
1-7,3-71	LEGACY DR	GA MOORE PKWY TO CELINA PKWY	1.45	4	P6D	New	50%	750	2175	0	2175	$ 13,415,000.00	$ 6,707,500.00
3-72	G A MOORE PKWY	LOUISIANA DR TO PRESTON RD	0.86	4	P6D	0	50%	750	1290	0	1290	$ 13,354,000.00	$ 6,677,000.00
	Int. Improvements	FM 455 & O'Brien Dr					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	FM 455 & J Fred Smith Pkwy					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	Dallas North Tollway & CR 9					25%					$ 1,800,000.00	$ 450,000.00
	Int. Improvements	Legacy Dr & J Fred Smith Pkwy					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Celina Pkwy & O'Brien Dr					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Legacy Dr & O'Brien Dr					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	J Fred Smith Pkwy & Celina Pkwy					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	J Fred Smith Pkwy & Cox Ln					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Cox Ln & CR 994					100%					$ 250,000.00	$ 250,000.00
	Int. Improvements	Louisiana Dr & CR 994					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	Louisiana Dr & O'Brien Dr					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	Louisiana Dr & GA Moore Pkwy					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	Louisiana Dr & J Fred Smith Pkwy					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	Dallas North Tollway & Mobberly Rd					50%					$ 1,800,000.00	$ 900,000.00
	Int. Improvements	Celina Pkwy & Walnut					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Celina Pkwy & Sunset Blvd					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	BUS 289 & Sunset Blvd					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	BUS 289 & Ash St					100%					$ 450,000.00	$ 450,000.00
	Int. Improvements	Preston Rd & BUS 289					50%					$ 1,050,000.00	$ 525,000.00
	Int. Improvements	Preston Rd & Glendenning Pkwy					25%					$ 1,500,000.00	$ 375,000.00
	Int. Improvements	Preston Rd & Ash St					50%					$ 1,050,000.00	$ 525,000.00
	Int. Improvements	Preston Rd & FM 455					50%					$ 150,000.00	$ 75,000.00
	Int. Improvements	Preston Rd & GA Moore Pkwy					50%					$ 1,500,000.00	$ 750,000.00
	Int. Improvements	Preston Rd & Massey Dr					100%					$ 600,000.00	$ 600,000.00
	Int. Improvements	Preston Rd & Settlers Ridge Rd					50%					$ 1,500,000.00	$ 750,000.00
	Int. Improvements	Preston Rd & Lynn Stambaugh Pkwy					50%					$ 1,200,000.00	$ 600,000.00
	Int. Improvements	Preston Rd & Sunset Blvd					50%					$ 1,050,000.00	$ 525,000.00
	Int. Improvements	Celina Pkwy & Glendenning Pkwy					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Dallas North Tollway & Glendenning Pkwy					50%					$ 1,650,000.00	$ 825,000.00
	Int. Improvements	Glendenning Pkwy & Huddleston Dr					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Glendenning Pkwy & Legacy Dr					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Legacy Dr & Dallas North Tollway					100%					$ 1,800,000.00	$ 1,800,000.00
	Int. Improvements	Dallas North Tollway & O'Brien Dr					50%					$ 1,500,000.00	$ 750,000.00
	Int. Improvements	Florida Dr & J Fred Smith					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	BUS 289 & Legacy Dr					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Legacy Dr & GA Moore Parkway					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Legacy Dr & Celina Pkwy					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Preston Rd & Robinson Dr					50%					$ 150,000.00	$ 75,000.00
	Int. Improvements	CR 10 & GA Moore Pkwy					25%					$ 1,800,000.00	$ 450,000.00
	Int. Improvements	Preston Rd & Legacy Dr					25%					$ 1,050,000.00	$ 262,500.00
SUBTOTAL									**82,536**	**6,591**	**75,945**	**$ 365,607,000**	**$ 255,439,000**
												2020 Roadway Impact Fee Study Cost Per Service Area	**$ 8,571**
												TOTAL COST IN SERVICE AREA 3	**$ 255,447,571**

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area 4

6/10/2021

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
2-9,4-1	ROBINSON DR	PRESTON RD TO COIT RD	0.59	4	M4D	608	50%	650	767	179	588	$ 4,113,000.00	$ 2,056,500.00
2-10,4-2	ROBINSON DR	COIT RD TO 2659 FT EAST OF COIT RD	0.50	4	M4D	435	50%	650	650	109	541	$ 3,487,000.00	$ 1,743,500.00
4-3	G A MOORE PKWY	PRESTON RD TO COIT RD	0.77	4	P6D	14	100%	750	2310	11	2299	$ 5,367,000.00	$ 5,367,000.00
4-4	G A MOORE PKWY	COIT RD TO 2375 FT WEST OF MCILROY DR	0.80	4	P6D	New	100%	750	2400	0	2400	$ 5,897,000.00	$ 5,897,000.00
4-5	G A MOORE PKWY	2375 FT EAST OF MCILROY DR TO MCILROY DR	0.42	4	P6D	New	100%	750	1260	0	1260	$ 3,098,000.00	$ 3,098,000.00
4-6	G A MOORE PKWY	MCILROY DR TO 2043 FT EAST OF MCILROY DR	0.39	4	P6D	New	100%	750	1170	0	1170	$ 3,669,000.00	$ 3,669,000.00
4-7	MASSEY DR	PRESTON RD TO COIT RD	0.94	2	C2U	New	100%	475	893	0	893	$ 4,660,000.00	$ 4,660,000.00
4-8	MASSEY DR	COIT RD TO 927 FT EAST OF COIT RD	0.18	2	C2U	22	50%	475	86	2	84	$ 700,000.00	$ 350,000.00
4-9	SA4_RD1	MASSEY DR TO 1324 FT EAST OF MASSEY DR	0.25	2	C2U	-1998	50%	475	119	-250	369	$ 1,028,000.00	$ 514,000.00
4-10	SA4_RD1	1324 EAST OF MASSEY DR TO CR 132	0.27	2	C2U	22	100%	475	257	6	251	$ 1,051,000.00	$ 1,051,000.00
4-11	SA4_RD1	CR 132 TO 1082 FT EAST OF CR 132	0.22	2	C2U	22	50%	475	105	2	103	$ 855,000.00	$ 427,500.00
4-12	SA4_RD1	1082 FT EAST OF CR 132 TO 1670 FT EAST OF CR 132	0.13	2	C2U	22	100%	475	124	3	121	$ 506,000.00	$ 506,000.00
4-13	SA4_RD1	1670 FT EAST OF CR 132 TO CUSTER RD	0.15	2	C2U	22	50%	475	71	2	69	$ 582,000.00	$ 291,000.00
4-14	SA4_RD2	SA4_RD1 TO CUSTER RD	0.55	4	P6D	New	100%	750	1650	0	1650	$ 4,054,000.00	$ 4,054,000.00
4-15	J FRED SMITH PKWY	PRESTON RD TO 1316 FT EAST OF PRESTON RD	0.25	4	P6D	84	100%	750	750	21	729	$ 1,743,000.00	$ 1,743,000.00
4-16	J FRED SMITH PKWY	SETTLERS RIDGE RD TO 1070 EAST OF SETTLERS RIDGE RD	0.20	4	P6D	New	100%	750	600	0	600	$ 1,472,000.00	$ 1,472,000.00
4-17	J FRED SMITH PKWY	1959 FT WEST OF COIT RD TO COIT RD	0.37	4	P6D	2	100%	750	1110	1	1109	$ 2,582,000.00	$ 2,582,000.00
4-18	J FRED SMITH PKWY	CR 97 TO MCILROY DR	0.59	4	P6D	New	100%	750	1770	0	1770	$ 4,347,000.00	$ 4,347,000.00
4-19	J FRED SMITH PKWY	ROSELAND PKWY TO CUSTER RD	0.53	4	P6D	298	50%	750	795	79	716	$ 3,698,000.00	$ 1,849,000.00
4-20	LYNN STAMBAUGH PKWY	PRESTON RD TO COIT RD	0.92	4	M4D	298	100%	650	2392	274	2118	$ 6,417,000.00	$ 6,417,000.00
4-21,7-2	SUNSET BLVD	ROSELAND PKWY TO CUSTER RD	0.59	4	M4D	New	50%	650	767	0	767	$ 4,347,000.00	$ 2,173,500.00
4-22	LYNN STAMBAUGH PKWY	FM 455 TO CR 98	0.15	4	M4D	New	100%	650	390	0	390	$ 1,103,000.00	$ 1,103,000.00
4-23	LYNN STAMBAUGH PKWY	CR 98 TO ROSELAND PKWY	0.51	4	M4D	New	50%	650	663	0	663	$ 3,762,000.00	$ 1,881,000.00
4-24	COIT RD	SUNSET BLVD TO CR 92	0.24	4	P6D	242	50%	750	360	29	331	$ 1,670,000.00	$ 835,000.00
4-25	OUSLEY BLVD	PRESTON RD TO FM 455	0.78	4	P6D	New	100%	750	2340	0	2340	$ 5,750,000.00	$ 5,750,000.00
4-26	OUSLEY BLVD	2242 FT EAST OF COIT RD TO COIT RD	0.43	4	P6D	70	100%	750	1290	30	1260	$ 2,998,000.00	$ 2,998,000.00
4-27	SUNSET BLVD	PRESTON RD TO COIT RD	1.20	4	M4D	206	100%	650	3120	247	2873	$ 8,365,000.00	$ 8,365,000.00
4-28,7-3	GLENDENNING PKWY	PRESTON RD TO 1178 EAST OF PRESTON RD	0.22	4	P6D	12	50%	750	330	1	329	$ 1,532,000.00	$ 766,000.00
3-55,4-29	PRESTON RD	ROBINSON DR TO GA MOORE PKWY	0.49	4	P6D	1718	50%	750	735	421	314	$ 3,414,000.00	$ 1,707,000.00
3-56,4-30	PRESTON RD	GA MOORE PKWY TO MASSEY DR	0.50	4	P6D	1718	50%	750	750	430	320	$ 3,487,000.00	$ 1,743,500.00
3-57,4-31	PRESTON RD	MASSEY DR TO J FRED SMITH PKWY	1.00	4	P6D	1718	50%	750	1500	859	641	$ 6,972,000.00	$ 3,486,000.00
3-58,4-32	PRESTON RD	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.51	4	P6D	1718	50%	750	765	438	327	$ 3,558,000.00	$ 1,779,000.00
3-59,4-33	PRESTON RD	LYNN STAMBAUGH PKWY TO FM 455	0.34	4	P6D	1718	50%	750	510	292	218	$ 2,371,000.00	$ 1,185,500.00
3-60,4-34	PRESTON RD	FM 455 TO ASH ST	0.38	4	P6D	1718	50%	750	570	326	244	$ 3,384,000.00	$ 1,692,000.00
3-61,4-35	PRESTON RD	ASH ST TO SUNSET BLVD	0.36	4	P6D	1718	50%	750	540	309	231	$ 2,509,000.00	$ 1,254,500.00
3-62,4-36	PRESTON RD	SUNSET BLVD TO GLENDENNING PKWY	0.64	4	P6D	1718	50%	750	960	550	410	$ 4,463,000.00	$ 2,231,500.00
4-37	COIT RD	ROBINSON DR TO GA MOORE PKWY	0.49	4	M4D	260	100%	650	1274	127	1147	$ 3,414,000.00	$ 3,414,000.00
4-38	COIT RD	GA MOORE PKWY TO MASSEY DR	0.50	4	P6D	250	100%	750	1500	125	1375	$ 3,487,000.00	$ 3,487,000.00
4-39	COIT RD	MASSEY DR TO J FRED SMITH PKWY	1.01	4	P6D	250	100%	750	3030	253	2777	$ 7,044,000.00	$ 7,044,000.00
4-40	COIT RD	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.50	4	P6D	112	100%	750	1500	56	1444	$ 3,487,000.00	$ 3,487,000.00
4-41	SA4_RD4	SUNSET BLVD TO GLENDENNING PKWY	0.50	2	C2U	12	50%	475	238	3	235	$ 1,946,000.00	$ 973,000.00
4-42	COIT RD	1261 FT SOUTH OF OUSLEY BLVD TO SUNSET BLVD	0.27	4	P6D	82	50%	750	405	11	394	$ 1,882,000.00	$ 941,000.00
4-43	SA4_RD3	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.54	2	C2U	2	50%	475	257	1	256	$ 2,100,000.00	$ 1,050,000.00
4-44	FM 455	PRESTON RD TO OUSLEY BLVD	0.39	2	C2U	-1998	100%	475	371	-779	1150	$ 1,518,000.00	$ 1,518,000.00
4-45	McILROY DR	GA MOORE PKWY TO 1959 FT NORTH OF GA MOORE PKWY	0.37	4	P6D	2	100%	750	1110	1	1109	$ 2,582,000.00	$ 2,582,000.00
4-46	ROSELAND PKWY	J FRED SMITH PKWY TO LYNN STAMBAUGH PKWY	0.30	2	C2U	New	100%	475	285	0	285	$ 1,235,000.00	$ 1,235,000.00
4-47	ROSELAND PKWY	29 FT SOUTH OF OUSLEY BLVD TO 2832 FT SOUTH OF OUSLEY BL	0.21	2	C2U	New	100%	475	200	0	200	$ 865,000.00	$ 865,000.00
4-48	ROSELAND PKWY	1848 FT NORTH OF SUNSET BLVD TO SUNSET BLVD	0.35	2	C2U	New	100%	475	333	0	333	$ 1,441,000.00	$ 1,441,000.00
4-49	CUSTER RD	1150 FT SOUTH OF GA MOORE PKWY TO SA4_RD1	0.17	2	C2U	9	100%	475	162	2	160	$ 664,000.00	$ 664,000.00
4-50	CUSTER RD	MCILROY DR TO SA4_RD1	0.27	2	C2U	9	100%	475	257	2	255	$ 1,051,000.00	$ 1,051,000.00
4-51	CUSTER RD	SA4_RD2 TO J FRED SMITH PKWY	0.38	4	P6D	9	100%	750	1140	3	1137	$ 2,648,000.00	$ 2,648,000.00
4-52	CUSTER RD	J FRED SMITH PKWY TO 1190 FT SOUTH OF J FRED SMITH PKWY	0.23	4	P6D	New	100%	750	690	0	690	$ 1,696,000.00	$ 1,696,000.00
4-53	PETERMAN PARKWAY	2677 FT NORTH OF J FRED SMITH PKWY TO J FRED SMITH PKWY	0.51	4	P6D	148	50%	750	765	38	727	$ 3,558,000.00	$ 1,779,000.00
4-54,7-1	SUNSET BLVD	COIT RD TO ROSELAND PKWY	1.19	4	M4D	New	50%	650	1547	0	1547	$ 9,565,000.00	$ 4,782,500.00
4-55	SUNSET BLVD	CUSTER RD TO PETERMAN PKWY	1.05	4	M4D	New	50%	650	1365	0	1365	$ 7,739,000.00	$ 3,869,500.00
4-56	CUSTER RD	17 FT NORTH OF SUNSET BLVD TO 748 FT SOUTH OF SUNSET BLV	0.31	4	P6D	0	50%	750	465	0	465	$ 2,159,000.00	$ 1,079,500.00
4-57	J FRED SMITH PKWY	1250 FT EAST OF CUSTER RD TO 2651 FT EAST OF CUSTER RD	0.26	4	P6D	New	50%	750	390	0	390	$ 1,920,000.00	$ 960,000.00
	Int. Improvements	Coit Road & Robinson Dr					50%					$ 300,000.00	$ 150,000.00

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area 4

6/10/2021

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
	Int. Improvements	Coit Rd & GA Moore Pkwy					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	Coit Rd & Massey Dr					75%					$ 300,000.00	$ 225,000.00
	Int. Improvements	GA Moore Pkwy & McIlroy Dr					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	Coit Rd & J Fred Smith Pkwy					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	J Fred Smith Pkwy & McIlroy Rd-Roseland Pkwy					75%					$ 300,000.00	$ 225,000.00
	Int. Improvements	Custer Rd & J Fred Smith Pkwy					25%					$ 1,800,000.00	$ 450,000.00
	Int. Improvements	J Fred Smith Pkwy & Peterman Parkway					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Coit Rd & Lynn Stambaugh Pkwy					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Lynn Stambaugh Pkwy & Roseland Pkwy					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Coit Rd & Ousley Blvd					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Sunset Blvd & Roseland Pkwy					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Sunset Blvd & Coit Rd					75%					$ 300,000.00	$ 225,000.00
	Int. Improvements	Custer Rd & Sunset Blvd					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Coit Rd & SA4_Rd1					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	SA4_Rd1 & Massey Dr					25%					$ 250,000.00	$ 62,500.00
	Int. Improvements	SA4_Rd1 & McIlroy Dr					75%					$ 300,000.00	$ 225,000.00
	Int. Improvements	SA4_Rd1 & Custer Rd					25%					$ 250,000.00	$ 62,500.00
	Int. Improvements	McIlroy Dr & Custer Rd					75%					$ 300,000.00	$ 225,000.00
	Int. Improvements	J Fred Smith Pkwy & SA4_Rd3					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Lynn Stambaugh Pkwy & Coit Rd					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Glendening Pkwy & SA4_Rd4					50%					$ 250,000.00	$ 125,000.00
	Int. Improvements	Sunset Blvd & SA4_Rd4					75%					$ 300,000.00	$ 225,000.00
	Int. Improvements	Massey Dr & Massey Dr					100%					$ 250,000.00	$ 250,000.00
	Int. Improvements	Preston Rd & BUS 289					50%					$ 1,050,000.00	$ 525,000.00
	Int. Improvements	Preston Rd & Glendenning Pkwy					25%					$ 1,500,000.00	$ 375,000.00
	Int. Improvements	Preston Rd & Ash St					50%					$ 1,050,000.00	$ 525,000.00
	Int. Improvements	Preston Rd & FM 455					50%					$ 150,000.00	$ 75,000.00
	Int. Improvements	Preston Rd & GA Moore Pkwy					50%					$ 1,500,000.00	$ 750,000.00
	Int. Improvements	Preston Rd & Settlers Ridge Rd					50%					$ 1,500,000.00	$ 750,000.00
	Int. Improvements	Preston Rd & Lynn Stambaugh Pkwy					50%					$ 1,200,000.00	$ 600,000.00
	Int. Improvements	Preston Rd & Sunset Blvd					50%					$ 1,050,000.00	$ 525,000.00
	Int. Improvements	Preston Rd & Robinson Dr					25%					$ 150,000.00	$ 37,500.00
SUBTOTAL									**52,153**	**4,214**	**47,939**	**$ 198,662,000**	**$ 145,874,000**
											2020 Roadway Impact Fee Study Cost Per Service Area		**$ 8,571**
											TOTAL COST IN SERVICE AREA 4		**$ 145,882,571**

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area 5

6/10/2021

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
5-1	MOBBERLY RD	FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLL	0.48	4	P6D	2	50%	750	720	0	720	$ 3,716,000.00	$ 1,858,000.00
5-2	CELINA RD	SMILEY RD TO 582 FT WEST OF FAIRFIELD RD	0.51	4	P6D	New	100%	750	1530	0	1530	$ 3,762,000.00	$ 3,762,000.00
5-3	CELINA RD	FAIRFIELD RD TO CELINA RD	0.16	4	P6D	2	50%	750	240	0	240	$ 1,116,000.00	$ 558,000.00
5-4	CELINA RD	589 FT EAST OF MCNABB DR TO 1303 FT EAST OF MCNABB DR	0.12	4	P6D	2	100%	750	360	0	360	$ 838,000.00	$ 838,000.00
5-5	CELINA RD	1242 FT WEST OF COUNTY LINE TO COUNTY LINE	0.24	4	P6D	2	100%	750	720	0	720	$ 1,670,000.00	$ 1,670,000.00
5-6	PUNK CARTER PKWY	MAYER PKWY TO BOTHWELL BLVD	0.55	4	P6D	387	50%	750	825	106	719	$ 5,725,000.00	$ 2,862,500.00
5-7	CAREY RD	SMILEY RD TO 945 FT WEST OF MCNABB DR	0.32	2	C2U	3	100%	475	304	1	303	$ 1,888,000.00	$ 1,888,000.00
5-8	CAREY RD	1035 FT EAST OF MCNABB DR TO 2468 FT WEST OF LEGACY DR	0.40	2	C2U	3	50%	475	190	1	189	$ 2,291,000.00	$ 1,145,500.00
5-9	CAREY RD	1247 FT WEST OF LEGACY DR TO LEGACY DR	0.24	2	C2U	3	100%	475	228	1	227	$ 933,000.00	$ 933,000.00
5-10	CRUTCHFIELD DR	BOLEYN AVE TO BOTHWELL BLVD	0.30	2	M4D (1/2)	320	100%	650	390	96	294	$ 1,148,000.00	$ 1,148,000.00
5-11	CRUTCHFIELD DR	BOTHWELL BLVD TO 1845 FT EAST OF BOTHWELL BLVD	0.35	4	M4D	New	100%	650	910	0	910	$ 2,582,000.00	$ 2,582,000.00
5-12	FRONTIER PKWY	MAYER PKWY TO 1599 FT EAST OF BOTHWELL BLVD	0.68	4	P6D	130	50%	750	1020	44	976	$ 4,740,000.00	$ 2,370,000.00
5-13	FRONTIER PKWY	SMILEY RD TO 3152 FT WEST OF SMILEY RD	0.59	4	P6D	130	50%	750	885	38	847	$ 4,113,000.00	$ 2,056,500.00
5-14	MAYER PKWY	BOTHWELL BLVD TO 1139 FT SOUTH OF OUTER LOOP	0.84	4	P6D	160	50%	750	1260	67	1193	$ 14,976,000.00	$ 7,488,000.00
5-15	MAYER PKWY	283 FT NORTH OF COUNTRYVIEW DR TO PUNK CARTER PKWY	1.11	4	P6D	735	50%	750	1665	408	1257	$ 10,476,000.00	$ 5,238,000.00
5-16	MAYER PKWY	1252 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY	0.24	4	P6D	919	50%	750	360	110	250	$ 1,670,000.00	$ 835,000.00
5-17	BOTHWELL BLVD	946 FT NORTH OF CRUTCHFIELD DR TO CRUTCHFIELD DR	0.18	4	M4D	New	50%	650	234	0	234	$ 1,326,000.00	$ 663,000.00
5-18	BOTHWELL BLVD	FRONTIER PKWY TO ROSTHERNE DR	0.36	4	M4D	New	100%	650	936	0	936	$ 2,652,000.00	$ 2,652,000.00
5-19	SMILEY RD	GLENDENNING PKWY TO 1884 SOUTH OF GLENDENNING PKWY	0.36	4	P6D	6	50%	750	540	1	539	$ 2,509,000.00	$ 1,254,500.00
5-20	SMILEY RD	884 SOUTH OF GLENDENNING PKWY TO OUTER LOOP EXTENSIO	0.66	4	P6D	6	50%	750	990	2	988	$ 4,602,000.00	$ 2,301,000.00
5-21	SMILEY RD	CAREY RD TO 1334 FT SOUTH OF CAREY RD	0.25	4	P6D	8	100%	750	750	2	748	$ 1,743,000.00	$ 1,743,000.00
5-22	SMILEY RD	34 FT SOUTH OF CAREY RD TO 2520 FT NORTH OF CRUTCHFIELD	0.11	4	P6D	New	100%	750	330	0	330	$ 1,604,000.00	$ 1,604,000.00
5-23	SMILEY RD	T NORTH OF CRUTCHFIELD DR TO 2520 FT NORTH OF CRUTCHFIE	0.17	4	P6D	8	100%	750	510	1	509	$ 3,009,000.00	$ 3,009,000.00
5-24	SMILEY RD	FT NORTH OF FRONTIER PKWY TO 1793 FT SOUTH OF CRUTCHFIE	0.18	4	P6D	10	50%	750	270	1	269	$ 3,212,000.00	$ 1,606,000.00
5-25	SMILEY RD	1012 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY	0.20	4	P6D	10	50%	750	300	1	299	$ 3,378,000.00	$ 1,689,000.00
5-26,6-33	LEGACY DR	OUTER LOOP TO 983 FT NORTH OF OUTER LOOP	0.19	4	P6D	8	50%	750	285	1	284	$ 1,327,000.00	$ 663,500.00
5-27,6-36	LEGACY DR	OUTER LOOP TO PUNK CARTER PKWY	0.47	4	P6D	8	50%	750	705	2	703	$ 3,276,000.00	$ 1,638,000.00
5-28,6-32	LEGACY DR	PUNK CARTER PKWY TO CAREY RD	0.79	4	P6D	10	50%	750	1185	4	1181	$ 10,743,000.00	$ 5,371,500.00
5-29,6-34	LEGACY DR	CAREY RD TO CLEAR CREEK PKWY	0.57	2	P6D (1/2)	8	50%	750	428	2	426	$ 5,849,615.00	$ 2,924,807.50
5-30,6-35	LEGACY DR	CLEAR CREEK PKWY TO FRONTIER PKWY	0.42	2	P6D (1/2)	18	50%	750	315	4	311	$ 1,695,000.00	$ 847,500.00
5-31	McNABB DR	MOBBERLY RD TO 919 FT NORTH OF GLENDENNING PKWY	0.61	4	M4D	New	100%	650	1586	0	1586	$ 4,891,000.00	$ 4,891,000.00
5-32	CAREY RD	BOTHWELL BLVD TO SMILEY RD	0.52	2	C2U	New	50%	475	247	0	247	$ 2,138,000.00	$ 1,069,000.00
5-33	PARVIN RD	FRONTIER PKWY TO LEGACY DR	0.75	2	C2U	130	50%	475	356	49	307	$ 2,918,000.00	$ 1,459,000.00
5-34	BOTHWELL BLVD	FT NORTH OF PUNK CARTER PKWY TO 3500 FT WEST OF SMILEY	0.33	4	M4D	387	50%	650	429	64	365	$ 2,138,000.00	$ 1,069,000.00
5-35	MAYER PKWY	FT SOUTH OF CRUTCHFIELD DR TO 1252 FT NORTH OF FRONTIER	0.27	4	P6D	919	50%	750	405	124	281	$ 2,918,000.00	$ 1,459,000.00
	Int. Improvements	Collin County Outer Loop & Legacy Dr					25%					$ 1,800,000.00	$ 450,000.00
	Int. Improvements	Frontier Pkwy & Legacy Dr					25%					$ 1,800,000.00	$ 450,000.00
	Int. Improvements	Legacy Dr & Clear Creek Pkwy					50%					$ 1,200,000.00	$ 600,000.00
	Int. Improvements	Frontier Pkwy & Smiley Rd					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Smiley Rd & Merritt Way					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Frontier Pkwy & Mayer Pkwy					25%					$ 1,800,000.00	$ 450,000.00
	Int. Improvements	Punk Carter Pkwy & Mayer Pkwy					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Outer Loop Extension & Smiley Rd					25%					$ 1,800,000.00	$ 450,000.00
	Int. Improvements	Mobberly Rd & McNabb Dr					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Smiley Rd & Celina Rd					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Legacy Dr & Carey Rd					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Parvin Rd & Bothwell Blvd					50%					$ 750,000.00	$ 375,000.00
	Int. Improvements	Mayer Pkwy & Crutchfield Dr					50%					$ 750,000.00	$ 375,000.00
	Int. Improvements	Smiley Rd & Carey Rd					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Bothwell Blvd & Crutchfield Dr					75%					$ 1,050,000.00	$ 787,500.00
	Int. Improvements	Dallas North Tollway & Mobberly Rd					25%					$ 1,800,000.00	$ 450,000.00
SUBTOTAL									**22,408**	**1,130**	**21,278**	**$ 138,422,615**	**$ 80,208,808**

2020 Roadway Impact Fee Study Cost Per Service Area $ 8,571

TOTAL COST IN SERVICE AREA 5 $ 80,217,379

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area 6

6/10/2021

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
3-25,6-1	FM 428	LEGACY DR TO DENTON COUNTY LINE	0.52	4	P6D	451	50%	750	780	117	663	$ 3,625,000.00	$ 1,812,500.00
3-26,6-2	FM 428	LEGACY DR TO DALLAS NORTH TOLLWAY	0.84	4	P6D	451	50%	750	1260	189	1071	$ 5,856,000.00	$ 2,928,000.00
3-27,6-3	FM 428	DALLAS NORTH TOLLWAY TO 797 FT WEST OF CR 55	0.63	4	P6D	523	50%	750	945	165	780	$ 5,856,000.00	$ 2,928,000.00
3-28,6-4	GLENDENNING PKWY	CELINA PKWY TO GLENDENNING PKWY	0.21	4	P6D	New	50%	750	315	0	315	$ 1,946,000.00	$ 973,000.00
3-29,6-5	GLENDENNING PKWY	PRESTON RD TO OLD CELINA CEMETERY	0.87	4	P6D	483	50%	750	1305	210	1095	$ 15,127,000.00	$ 7,563,500.00
6-6	PUNK CARTER PKWY	LEGACY DR TO HUDDLESTON DR	0.90	2	P6D (1/2)	148	100%	750	1350	133	1217	$ 4,361,000.00	$ 4,361,000.00
6-7	PUNK CARTER PKWY	HUDDLESTON DR TO DALLAS NORTH TOLLWAY	0.59	2	P6D (1/2)	222	100%	750	885	131	754	$ 2,378,000.00	$ 2,378,000.00
6-8	PUNK CARTER PKWY	LLAS NORTH TOLLWAY TO 687 FT EAST OF DALLAS NORTH TOLLW	0.13	2	P6D (1/2)	222	100%	750	195	29	166	$ 524,000.00	$ 524,000.00
6-9	PUNK CARTER PKWY	687 FT EAST OF DALLAS NORTH TOLLWAY TO HAMILTON RD	0.18	2	P6D (1/2)	222	100%	750	270	40	230	$ 726,000.00	$ 726,000.00
6-10	PUNK CARTER PKWY	HAMILTON RD TO LIGHT FARMS WAY	0.16	4	P6D	New	100%	750	480	0	480	$ 1,180,000.00	$ 1,180,000.00
6-11	PUNK CARTER PKWY	LIGHT FARMS WAY TO CR 51	0.15	4	P6D	New	100%	750	450	0	450	$ 1,896,000.00	$ 1,896,000.00
6-12	CAREY RD	HUDDLESTON DR TO 984 FT WEST OF HUDDLESTON DR	0.18	2	C2U	New	100%	475	171	0	171	$ 1,704,000.00	$ 1,704,000.00
6-13	DOE BRANCH BLVD	3 FT WEST OF DALLAS NORTH TOLLWAY TO DALLAS NORTH TOLL	0.52	4	M4D	New	100%	650	1352	0	1352	$ 3,831,000.00	$ 3,831,000.00
6-14	PUNK CARTER PKWY	CR 51 TO PRESTON RD	1.04	4	P6D	New	100%	750	3120	0	3120	$ 17,828,000.00	$ 17,828,000.00
6-15	LAUGHLIN LN	STARLIGHT CREEK DR TO PRESTON	0.28	2	C2U	New	100%	475	266	0	266	$ 1,154,000.00	$ 1,154,000.00
6-16	DOE BRANCH BLVD	T OF DALLAS NORTH TOLLWAY TO 2926 FT WEST OF DALLAS NOR	0.19	4	M4D	New	100%	650	494	0	494	$ 1,403,000.00	$ 1,403,000.00
6-17	FRONTIER PKWY	LEGACY DR TO DALLAS NORTH TOLLWAY	1.08	4	P6D	303	50%	750	1620	164	1456	$ 7,526,000.00	$ 3,763,000.00
6-18	FRONTIER PKWY	DALLAS NORTH TOLLWAY TO BRIDGEWATER DR	0.22	4	P6D	354	50%	750	330	39	291	$ 523,066.00	$ 261,533.00
6-19	FRONTIER PKWY	1275 FT WEST OF PRESTON RD TO PRESTON RD	0.24	4	P6D	354	50%	750	360	42	318	$ 570,617.00	$ 285,308.50
6-20	FRONTIER PKWY	PRAIRE CROSSING TO 956 FT EAST OF BNSF	0.25	4	P6D	354	50%	750	375	44	331	$ 618,168.00	$ 309,084.00
6-21	DOE BRANCH BLVD	ORTH OF CLEAR CREEK PKWY TO 2909 FT NORTH OF CLEAR CRE	0.11	4	M4D	New	100%	650	286	0	286	$ 810,000.00	$ 810,000.00
6-22	HUDDLESTON DR	T SOUTH OF GLENDENNING PKWY TO 3946 FT SOUTH OF GLENDE	0.38	4	M4D	New	50%	650	494	0	494	$ 2,799,000.00	$ 1,399,500.00
6-23	CELINA PKWY	ALAN DR TO OUTER LOOP	0.50	4	P6D	New	100%	750	1500	0	1500	$ 3,685,000.00	$ 3,685,000.00
6-24	LEGACY DR	GLENDENNING PKWY TO OUTER LOOP	0.98	4	P6D	New	100%	750	2940	0	2940	$ 7,223,000.00	$ 7,223,000.00
6-25	HUDDLESTON DR	GLENDENNING PKWY TO 1982 FT SOUTH OF GLENDENNING PKWY	0.38	4	M4D	New	100%	650	988	0	988	$ 2,799,000.00	$ 2,799,000.00
6-26	HUDDLESTON DR	PUNK CARTER PKWY TO CAREY RD	0.34	4	M4D	New	100%	650	884	0	884	$ 4,195,000.00	$ 4,195,000.00
6-27	LIGHT FARMS WAY	OUTER LOOP TO PUNK CARTER PKWY	0.38	4	M4D	New	50%	650	494	0	494	$ 2,799,000.00	$ 1,399,500.00
6-28	CELINA PKWY	FT NORTH OF GREENWAY AVE TO 321 FT NORTH OF GREENWAY	0.09	4	P6D	30	100%	750	270	3	267	$ 627,000.00	$ 627,000.00
6-29	DOE BRANCH BLVD	CLEAR CREEK PKWY TO 1009 FT NORTH OF CLEAR CREEK PKWY	0.16	4	M4D	New	100%	650	416	0	416	$ 1,180,000.00	$ 1,180,000.00
6-30	CELINA PKWY	321 FT NORTH OF GREENWAY AVE TO 171 FT NORTH OF ALAN DR	0.24	4	P6D	30	50%	750	360	4	356	$ 1,670,000.00	$ 835,000.00
6-31	HUDDLESTON DR	OUTER LOOP TO PUNK CARTER PKWY	0.47	2	M4D (1/2)	80	100%	650	611	38	573	$ 1,797,000.00	$ 1,797,000.00
5-28,6-32	LEGACY DR	PUNK CARTER PKWY TO CAREY RD	0.79	4	P6D	10	50%	750	1185	4	1181	$ 10,743,000.00	$ 5,371,500.00
5-26,6-33	LEGACY DR	OUTER LOOP TO 983 FT NORTH OF OUTER LOOP	0.19	4	P6D	8	50%	750	285	1	284	$ 1,327,000.00	$ 663,500.00
5-29,6-34	LEGACY DR	CAREY RD TO CLEAR CREEK PKWY	0.57	2	P6D (1/2)	8	50%	750	428	2	426	$ 5,849,615.00	$ 2,924,807.50
5-30,6-35	LEGACY DR	CLEAR CREEK PKWY TO FRONTIER PKWY	0.42	2	P6D (1/2)	18	50%	750	315	4	311	$ 1,695,000.00	$ 847,500.00
5-27,6-36	LEGACY DR	OUTER LOOP TO PUNK CARTER PKWY	0.47	4	P6D	8	50%	750	705	2	703	$ 3,276,000.00	$ 1,638,000.00
6-37,7-30	PRESTON RD	1214 FT NORTH OF FRONTIER PKWY TO OWNSBY PKWY	0.90	4	P6D	2131	50%	750	1350	959	391	$ 7,008,000.00	$ 3,504,000.00
6-38,7-29	PRESTON RD	PUNK CARTER PKWY TO OWNSBY PKWY	0.51	4	P6D	2131	50%	750	765	543	222	$ 3,558,000.00	$ 1,779,000.00
6-39,7-28	PRESTON RD	OUTER LOOP TO PUNK CARTER PKWY	0.55	4	P6D	2223	50%	750	825	611	214	$ 3,836,000.00	$ 1,918,000.00
6-40,7-27	PRESTON RD	GLENDENNING PKWY TO OUTER LOOP	0.73	4	P6D	2455	50%	750	1095	896	199	$ 5,091,000.00	$ 2,545,500.00
6-41	CAREY RD	CAREY RD TO DALAS NORTH TOLLWAY	0.62	2	C2U	New	100%	475	589	0	589	$ 3,515,000.00	$ 3,515,000.00
6-42	CLEAR CREEK PKWY	1782 FT EAST OF DOE BRANCH BLVD TO DALLAS NORTH TOLLWA	0.48	4	M4D	New	100%	650	1248	0	1248	$ 3,538,000.00	$ 3,538,000.00
6-43	CAREY RD	LEGACY DR TO 2000 FT EAST OF LEGACY DR	0.22	2	C2U	New	50%	475	105	0	105	$ 1,627,000.00	$ 813,500.00
	Int. Improvements	Preston Rd & Frontier Pkwy					25%					$ 150,000.00	$ 37,500.00
	Int. Improvements	Preston Rd & Collin County Outer Loop					50%					$ 1,800,000.00	$ 900,000.00
	Int. Improvements	Preston Rd & Punk Carter Pkwy					50%					$ 900,000.00	$ 450,000.00
	Int. Improvements	Preston Rd & Ownsby Pkwy					50%					$ 900,000.00	$ 450,000.00
	Int. Improvements	Preston Rd & John Cambell					50%					$ 150,000.00	$ 75,000.00
	Int. Improvements	Collin County Outer Loop & Celina Pkwy					100%					$ 1,800,000.00	$ 1,800,000.00
	Int. Improvements	Dallas North Tollway & Light Farms Way					100%					$ 1,350,000.00	$ 1,350,000.00
	Int. Improvements	Dallas North Tollway & Punk Carter Pkwy					100%					$ 1,800,000.00	$ 1,800,000.00
	Int. Improvements	Dallas North Tollway & Clear Creek Pkwy					100%					$ 600,000.00	$ 600,000.00
	Int. Improvements	Punk Carter Pkwy & Huddleston Dr					100%					$ 1,500,000.00	$ 1,500,000.00
	Int. Improvements	Collin County Outer Loop & Dallas North Tollway					100%					$ 1,800,000.00	$ 1,800,000.00
	Int. Improvements	Carey Rd & Huddleston Dr					100%					$ 300,000.00	$ 300,000.00
	Int. Improvements	Punk Carter Pkwy & Light Farms Way					25%					$ 1,500,000.00	$ 375,000.00

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area 6

6/10/2021

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
	Int. Improvements	Frontier Pkwy & Worthington Way					50%					$ 600,000.00	$ 300,000.00
	Int. Improvements	Dallas North Tollway & Frontier Pkwy					50%					$ 1,500,000.00	$ 750,000.00
	Int. Improvements	Frontier Pkwy & Doe Branch Blvd					50%					$ 1,800,000.00	$ 900,000.00
	Int. Improvements	Legacy Dr & Punk Carter Pkwy					50%					$ 1,800,000.00	$ 900,000.00
	Int. Improvements	Celina Pkwy & Glendenning Pkwy					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Dallas North Tollway & Glendenning Pkwy					50%					$ 1,650,000.00	$ 825,000.00
	Int. Improvements	Glendenning Pkwy & Huddleston Dr					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Glendenning Pkwy & Legacy Dr					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Collin County Outer Loop & Legacy Dr					50%					$ 1,800,000.00	$ 900,000.00
	Int. Improvements	Frontier Pkwy & Legacy Dr					25%					$ 1,800,000.00	$ 450,000.00
	Int. Improvements	Legacy Dr & Clear Creek Pkwy					50%					$ 1,200,000.00	$ 600,000.00
	Int. Improvements	Preston Rd & Glendenning Pkwy					25%					$ 1,500,000.00	$ 375,000.00
	Prior ROW Dedication - Various Developments	Dallas North Tollway ROW					100%					$ 8,724,920.00	$ 8,724,920.00
SUBTOTAL									**34,461**	**4,370**	**30,091**	**$ 197,105,386**	**$ 139,429,653**
												2020 Roadway Impact Fee Study Cost Per Service Area	**$ 8,571**
												TOTAL COST IN SERVICE AREA 6	**$ 139,438,224**

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area 7

6/10/2021

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
4-54,7-1	SUNSET BLVD	COIT RD TO ROSELAND PKWY	1.19	4	M4D	New	50%	650	1547	0	1547	$ 9,565,000.00	$ 4,782,500.00
4-21,7-2	SUNSET BLVD	ROSELAND PKWY TO CUSTER RD	0.59	4	M4D	New	50%	650	767	0	767	$ 4,347,000.00	$ 2,173,500.00
4-28,7-3	GLENDENNING PKWY	PRESTON RD TO 1178 EAST OF PRESTON RD	0.22	4	P6D	12	50%	750	330	1	329	$ 1,532,000.00	$ 766,000.00
7-4	CHOATE PKWY	1886 FT NORTH OF OUTER LOOP TO CR 1224	0.63	4	P6D	New	100%	750	1890	0	1890	$ 4,641,000.00	$ 4,641,000.00
7-5	CHOATE PKWY	COIT RD TO 1714 FT WEST OF HACKBERRY CIR	0.69	4	P6D	208	100%	750	2070	144	1926	$ 4,813,000.00	$ 4,813,000.00
7-6	CHOATE PKWY	COIT RD TO 958 FT EAST OF COIT RD	0.17	4	P6D	148	100%	750	510	25	485	$ 1,189,000.00	$ 1,189,000.00
7-7	CHOATE PKWY	1162 FT EAST OF COIT RD TO 1349 FT EAST OF COIT RD	0.04	4	P6D	148	50%	750	60	3	57	$ 278,000.00	$ 139,000.00
7-8	CHOATE PKWY	1349 FT EAST OF COIT RD TO 1761 FT EAST OF COIT RD	0.06	4	P6D	148	100%	750	180	9	171	$ 416,000.00	$ 416,000.00
7-9	CHOATE PKWY	1674 FT EAST OF COIT RD TO 1740 FT EAST OF COIT RD	0.01	4	P6D	148	50%	750	15	1	14	$ 73,000.00	$ 36,500.00
7-10	CHOATE PKWY	1819 FT EAST OF COIT RD TO 3139 FT EAST OF COIT RD	0.24	4	P6D	148	100%	750	720	36	684	$ 2,039,000.00	$ 2,039,000.00
7-11	CHOATE PKWY	1733 FT WEST OF ROSELAND PKWY TO ROSELAND PKWY	0.30	4	P6D	148	50%	750	450	22	428	$ 2,093,000.00	$ 1,046,500.00
7-12	CHOATE PKWY	FT EAST OF ROSELAND PKWY TO 1225 FT EAST OF ROSELAND PK	0.13	4	P6D	148	100%	750	390	19	371	$ 905,000.00	$ 905,000.00
7-13	CHOATE PKWY	1225 FT EAST OF ROSELAND PKWY TO CUSTER RD	0.30	4	P6D	148	100%	750	900	44	856	$ 2,093,000.00	$ 2,093,000.00
7-14	CUSTER RD	FRONTIER PKWY TO OWNSBY PKWY	1.01	4	P6D	408	50%	750	1515	206	1309	$ 7,044,000.00	$ 3,522,000.00
7-15	COIT RD	OUTER LOOP TO CHOATE PKWY	0.34	4	P6D	48	50%	750	510	8	502	$ 2,371,000.00	$ 1,185,500.00
7-16	PUNK CARTER PKWY	KINSHIP PKWY TO COIT RD	0.44	2	C2U	New	100%	475	418	0	418	$ 1,811,000.00	$ 1,811,000.00
7-17	OWNSBY PKWY	PRESTON RD TO 760 FT EAST OF PALOMINO LN	0.49	4	P6D	298	100%	750	1470	146	1324	$ 3,414,000.00	$ 3,414,000.00
7-18	OWNSBY PKWY	) FT WEST OF BLUEWOOD WAY TO 1655 FT EAST OF BLUEWOOD	0.51	4	P6D	298	100%	750	1530	152	1378	$ 3,558,000.00	$ 3,558,000.00
7-19	OWNSBY PKWY	CR 83 TO CR 86	0.28	4	P6D	New	100%	750	840	0	840	$ 2,066,000.00	$ 2,066,000.00
7-20	OWNSBY PKWY	WELLS WAY TO 2208 FT WEST OF ROSELAND PKWY	0.60	4	P6D	New	100%	750	1800	0	1800	$ 5,218,000.00	$ 5,218,000.00
7-21	OWNSBY PKWY	2209 FT WEST OF ROSELAND PKWY TO ROSELAND PKWY	0.42	4	P6D	125	100%	750	1260	53	1207	$ 2,931,000.00	$ 2,931,000.00
7-22	OWNSBY PKWY	ROSELAND PKWY TO CUSTER RD	0.54	4	P6D	115	100%	750	1620	62	1558	$ 3,763,000.00	$ 3,763,000.00
7-23	FRONTIER PKWY	PRESTON RD TO COIT RD	0.98	4	P6D	1106	50%	750	1470	542	928	$ 6,833,000.00	$ 3,416,500.00
7-24	FRONTIER PKWY	COIT RD TO WELLS WAY	0.63	4	P6D	1106	50%	750	945	348	597	$ 4,390,000.00	$ 2,195,000.00
7-25	FRONTIER PKWY	WELLS WAY TO WATERVIEW TRL	0.67	4	P6D	1106	50%	750	1005	371	634	$ 4,675,000.00	$ 2,337,500.00
7-26	FRONTIER PKWY	WATERVIEW TRL TO CUSTER RD	0.84	4	P6D	1106	50%	750	1260	465	795	$ 5,856,000.00	$ 2,928,000.00
6-40,7-27	PRESTON RD	GLENDENNING PKWY TO OUTER LOOP	0.73	4	P6D	2455	50%	750	1095	896	199	$ 5,091,000.00	$ 2,545,500.00
6-39,7-28	PRESTON RD	OUTER LOOP TO PUNK CARTER PKWY	0.55	4	P6D	2223	50%	750	825	611	214	$ 3,836,000.00	$ 1,918,000.00
6-38,7-29	PRESTON RD	PUNK CARTER PKWY TO OWNSBY PKWY	0.51	4	P6D	2131	50%	750	765	543	222	$ 3,558,000.00	$ 1,779,000.00
6-37,7-30	PRESTON RD	1214 FT NORTH OF FRONTIER PKWY TO OWNSBY PKWY	0.90	4	P6D	2131	50%	750	1350	959	391	$ 7,008,000.00	$ 3,504,000.00
7-31	COIT RD	GLENDENNING PKWY TO 911 FT NORTH OF OUTER LOOP	0.50	4	P6D	48	100%	750	1500	24	1476	$ 3,487,000.00	$ 3,487,000.00
7-32	COIT RD	CHOATE PKWY TO 1788 FT SOUTH OF CHOATE PKWY	0.35	4	P6D	New	100%	750	1050	0	1050	$ 2,582,000.00	$ 2,582,000.00
7-33	COIT RD	OWNSBY PKWY TO 1083 NORTH OF PUNK CARTER PKWY	0.45	4	P6D	30	100%	750	1350	14	1336	$ 3,136,000.00	$ 3,136,000.00
7-34	COIT RD	OWNSBY PKWY TO CR 84	0.22	4	P6D	30	100%	750	660	7	653	$ 1,532,000.00	$ 1,532,000.00
7-35	COIT RD	CR 84 TO 2147 FT NORTH OF FRONTIER PKWY	0.71	4	P6D	New	100%	750	2130	0	2130	$ 5,234,000.00	$ 5,234,000.00
7-36	COIT RD	2147 FT NORTH OF FRONTIER PKWY TO FRONTIER PKWY	0.41	4	P6D	30	100%	750	1230	12	1218	$ 2,860,000.00	$ 2,860,000.00
7-37	WELLS WAY	629 FT SOUTH OF OWNSBY PKWY TO WELLS WAY	0.05	2	C2U	New	50%	475	24	0	24	$ 604,000.00	$ 302,000.00
7-38	WELLS WAY	FRONTIER PKWY TO 646 FT NORTH OF SADDLE HORN CT	1.01	2	C2U	30	100%	475	960	30	930	$ 3,931,000.00	$ 3,931,000.00
7-39	ROSELAND PKWY	SUNSET BLVD TO OUTER LOOP	0.74	2	C2U	New	100%	475	703	0	703	$ 3,042,000.00	$ 3,042,000.00
7-40	ROSELAND PKWY	CHOATE PKWY TO 1076 FT SOUTH OF CHOATE PKWY	0.21	2	C2U	New	100%	475	200	0	200	$ 865,000.00	$ 865,000.00
7-41	ROSELAND PKWY	3 FT SOUTH OF CHOATE PKWY TO 1939 FT NORTH OF OWNSBY PK	0.30	2	C2U	New	100%	475	285	0	285	$ 1,235,000.00	$ 1,235,000.00
7-42	ROSELAND PKWY	FT NORTH OF OWNSBY PKWY TO 1935 FT NORTH OF OWNSBY PK	0.18	2	C2U	New	100%	475	171	0	171	$ 741,000.00	$ 741,000.00
7-43	CUSTER RD	CHOATE PKWY TO 1607 FT NORTH OF OWNSBY PKWY	0.70	4	P6D	408	50%	750	1050	143	907	$ 4,879,000.00	$ 2,439,500.00
7-44	CUSTER RD	1607 FT NORTH OF OWNSBY PKWY TO OWNSBY PKWY	0.30	4	P6D	408	50%	750	450	61	389	$ 2,093,000.00	$ 1,046,500.00
7-45	CUSTER RD	748 FT SOUTH OF SUNSET BLVD TO COLLIN COUNTY OUTER LOOP	0.19	4	P6D	0	50%	750	285	0	285	$ 1,327,000.00	$ 663,500.00
	Int. Improvements	Coit Rd & Punk Carter Pkwy					100%					$ 600,000.00	$ 600,000.00
	Int. Improvements	Coit Rd & Glendenning Pkwy					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Frontier Pkwy & Custer Rd					25%					$ 1,800,000.00	$ 450,000.00
	Int. Improvements	Collin County Outer Loop & Roseland Pkwy					50%					$ 1,500,000.00	$ 750,000.00
	Int. Improvements	Custer Rd & Ownsby Pkwy					50%					$ 1,650,000.00	$ 825,000.00
	Int. Improvements	Frontier Pkwy & Wells Rd					50%					$ 600,000.00	$ 300,000.00
	Int. Improvements	Frontier Pkwy & Coit Rd					50%					$ 1,350,000.00	$ 675,000.00
	Int. Improvements	Ownsby Pkwy & Wells Way					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Coit Rd & Ownsby Pkwy					50%					$ 1,800,000.00	$ 900,000.00
	Int. Improvements	Choate Pkwy & Custer Rd					50%					$ 1,800,000.00	$ 900,000.00
	Int. Improvements	Choate Pkwy & Roseland Pkwy					50%					$ 300,000.00	$ 150,000.00

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study

CIP Service Units of Supply

Service Area 7

6/10/2021

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
	Int. Improvements	Coit Rd & Choate Pkwy					75%					$ 300,000.00	$ 225,000.00
	Int. Improvements	Custer Rd & Sunset Blvd					25%					$ 300,000.00	$ 75,000.00
	Int. Improvements	Sunset Blvd & Roseland Pkwy					50%					$ 300,000.00	$ 150,000.00
	Int. Improvements	Preston Rd & Frontier Pkwy					25%					$ 150,000.00	$ 37,500.00
	Int. Improvements	Preston Rd & Collin County Outer Loop					50%					$ 1,800,000.00	$ 900,000.00
	Int. Improvements	Preston Rd & Punk Carter Pkwy					50%					$ 900,000.00	$ 450,000.00
	Int. Improvements	Preston Rd & Ownsby Pkwy					50%					$ 900,000.00	$ 450,000.00
	Int. Improvements	Preston Rd & John Cambell					50%					$ 150,000.00	$ 75,000.00
	Int. Improvements	Collin County Outer Loop & Custer Road					25%					$ 1,500,000.00	$ 375,000.00
SUBTOTAL									**41,555**	**5,957**	**35,598**	**$ 163,255,000**	**$ 114,741,000**
									2020 Roadway Impact Fee Study Cost Per Service Area				**$ 8,571**
										TOTAL COST IN SERVICE AREA A			**$ 114,749,571**

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

Kimley»Horn

CELINA TEXAS est. 1876
Life Connected.

C. EXISTING ROADWAY FACILITIES INVENTORY

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area 1

5/17/2021

ROADWAY	FROM	TO	LENGTH (mi)	EXIST LANES		TYPE	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
				NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
DALLAS NORTH TOLLWAY	MARILEE RD	1433.2 FT N OF RAZOR DR	1.31	1	1	2UD-G	1	1	50%	150	150	98	98	1	1	98	98		
DALLAS NORTH TOLLWAY	RAZOR DR	GA MIOORE PKWY	0.99	1	1	2UD-G	1	1	100%	150	150	149	149	1	1	148	148		
DALLAS NORTH TOLLWAY	1433.2 FT N OF RAZOR DR	RAZOR DR	0.28	1	1	2UD-G	1	1	100%	150	150	42	42	0	0	42	42		
G A MOORE PKWY	DALLAS NORTH TOLLWAY	LEGACY DR	1.06	1	1	2UD	100	100	50%	475	475	252	252	53	53	199	199		
LEGACY DR	LOUISIANA	PRESTON RD	0.97	1	1	2UD	33	33	50%	475	475	230	230	16	16	214	214		
MARILEE RD	DALLAS NORTH TOLLWAY	2813.2 FT EAST OF DNT	0.53	1	1	2UD-G	1	1	50%	150	150	40	40	0	0	39	39		
MARILEE RD	BNSF RAILWAY	PRESTON RD	0.02	1	1	2UD	170	170	50%	475	475	5	5	2	2	3	3		
PRESTON RD	MARILEE RD	STALLCUP BLVD	0.76	1	1	2UD	1037	510	50%	475	475	181	181	394	194			214	13
PRESTON RD	STALLCUP BLVD	CARL DARNALL PKWY	0.74	1	1	2UD	1037	510	50%	475	475	176	176	384	189			208	13
PRESTON RD	CARL DARNALL PKWY	493.7 FT NORTH OF LEGACY	0.76	1	1	2UD	1208	510	50%	475	475	181	181	459	194			279	13
PRESTON RD	494.2 FT NORTH OF LEGACY	LEGACY DR	0.09	2	2	4D	1208	510	50%	650	650	59	59	54	23	4	36		
RAZOR DR	1430.8 FT WEST OF DNT	DALLAS NORTH TOLLWAY	0.27	1	1	2UD-G	1	1	100%	150	150	41	41	0	0	40	40		
RAZOR DR	1430.8 FT WEST OF DNT	2925.6 FT WEST OF DNT	0.28	1	1	2UD-G	1	1	50%	150	150	21	21	0	0	21	21		
SUBTOTAL			**8.06**									**1,472**	**1,472**	**1,364**	**673**	**808**	**839**	**700**	**40**
												2,944		**2,037**		**1,647**		**740**	

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area 2

5/17/2021

ROADWAY	FROM	TO	LENGTH (mi)	EXIST LANES		TYPE	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
				NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
PRESTON RD	MARILEE RD	STALLCUP BLVD	0.76	1	1	2UD	1037	510	50%	475	475	181	181	394	194			214	13
PRESTON RD	STALLCUP BLVD	CARL DARNALL PKWY	0.74	1	1	2UD	1037	510	50%	475	475	176	176	384	189			208	13
PRESTON RD	CARL DARNALL PKWY	493.7 FT NORTH OF LEGACY	0.76	1	1	2UD	1208	510	50%	475	475	181	181	459	194			279	13
PRESTON RD	494.2 FT NORTH OF LEGACY	LEGACY DR	0.09	2	2	4D	1208	510	50%	650	650	59	59	54	23	4	36		
CARL DARNALL PKWY	COIT RD	2455.2 FT EAST OF COIT	0.47	1	1	2UD	22	22	100%	475	475	223	223	10	10	213	213		
CARL DARNALL PKWY	PRESTON RD	COIT RD	0.51	1	1	2UD	22	22	100%	475	475	242	242	11	11	231	231		
MARILEE RD	PRESTON RD	600.8 FT E OF PRESTON RD	0.11	1	1	2UD	1	1	50%	475	475	26	26	0	0	26	26		
ROBINSON DR	PRESTON RD	COIT RD	0.59	1	1	2UD	170	170	50%	475	475	140	140	50	50	90	90		
ROBINSON DR	COIT RD	2659.3 FT EAST OF COIT RD	0.50	1	1	2UD	170	170	50%	475	475	119	119	43	43	76	76		
SUBTOTAL			**4.53**									**1,346**	**1,346**	**1,405**	**714**	**640**	**672**	**700**	**40**
												2,692		**2,119**		**1,312**		**740**	

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area 3

5/17/2021

ROADWAY	FROM	TO	LENGTH (mi)	EXIST LANES		TYPE	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
				NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
G A MOORE PKWY	DALLAS NORTH TOLLWAY	LEGACY DR	1.06	1	1	2UD	100	100	50%	475	475	252	252	53	53	199	199		
LEGACY DR	LOUISIANA	PRESTON RD	0.97	1	1	2UD	33	33	50%	475	475	230	230	16	16	214	214		
ASH ST	CELINA PKWY	OKLAHOMA	1.06	1	1	2UD	105	105	100%	475	475	504	504	111	111	392	392		
ASH ST	OKLAHOMA	PRESTON ROAD	0.36	1	1	2UD	58	59	100%	475	475	171	171	21	21	150	150		
BUS 289	J FRED SMITH PKWY	258.41 FT NORTH OF POPLAR	0.51	1	1	2UD	54	54	100%	475	475	242	242	28	28	215	215		
BUS 289	SUNSET BLVD	PRESTON RD	0.54	1	1	2UD	172	172	100%	475	475	257	257	93	93	164	164		
BUS 289	LEGACY DR	GA MOPRE PKWY	0.87	1	1	2UD	24	24	100%	475	475	413	413	21	21	392	392		
BUS 289	GA MOORE PKWY	O'BRIEN	0.55	1	1	2UD	24	24	100%	475	475	261	261	13	13	248	248		
BUS 289	ASH ST	SUNSET BLVD	0.40	1	1	2UD	172	172	100%	475	475	190	190	69	69	121	121		
BUS 289	CR 994	O'BRIEN DR	0.50	1	1	2UD	24	24	100%	475	475	238	238	12	12	226	226		
BUS 289	CR 994	1044.6 FT SOUTH OF CR 994	0.20	1	1	2UD	24	24	50%	475	475	48	48	2	2	45	45		
BUS 289	1044.6 FT SOUTH OF CR 994	J FRED SMITH PKWY	0.25	1	1	2UD	24	24	100%	475	475	119	119	6	6	113	113		
CELINA PKWY	WALNUT	SUNSET BLVD	0.59	1	1	2UD	167	167	100%	475	475	280	280	99	99	182	182		
CELINA PKWY	SUNSET BLVD	1137.1 FT N OF CR 1214	0.46	1	1	2UD	167	167	100%	475	475	219	219	77	77	142	142		
CELINA PKWY	1137.1 FT N OF CR 1214	CR 1214	0.20	1	1	2UD	167	167	100%	475	475	95	95	33	33	62	62		
CELINA PKWY	4058.4 FT S OF O'BRIEN	3804.1 FT NORTH OF WALNUT	0.22	1	1	2UD	2	3	100%	475	475	105	105	0	1	104	104		
FLORIDA	PECAN	WALNUT	0.07	1	1	2UD	170	170	100%	475	475	33	33	12	12	21	21		
FM 455	OLD UNION CEMETERY	PRESTON RD	0.20	1	1	2UD	225	313	100%	475	475	95	95	45	63	50	32		
FM 455	J FRED SMITH PKWY	1848.4 W OF CELINA PKWY	1.05	1	1	2UD	100	100	100%	475	475	499	499	105	105	394	394		
FM 455	2463.3 FT EAST OF LEGACY	J FRED SMITH PKWY	0.65	1	1	2UD	100	100	100%	475	475	309	309	65	65	244	244		
GLENDENNING PKWY	PRESTON RD	OLD CELINA CEMETERY	0.87	1	1	2UD	247	236	50%	475	475	207	207	107	103	99	104		
GLENDENNING PKWY	LEGACY DR	DENTON COUNTY LINE	0.52	1	1	2UD	238	213	50%	475	475	124	124	62	55	62	68		
GLENDENNING PKWY	LEGACY DR	DALLAS NORTH TOLLWAY	0.84	1	1	2UD	238	213	50%	475	475	200	200	100	89	100	110		
GLENDENNING PKWY	DALLAS NORTH TOLLWAY	797.1 FT WEST OF CR 55	0.63	1	1	2UD	282	241	50%	475	475	150	150	89	76	61	74		
J FRED SMITH PWKY	DALLAS NORTH TOLLWAY	LEGACY DR	0.83	1	1	2UD-G	2	3	100%	150	150	125	125	2	2	123	122		
J FRED SMITH PWKY	CELINA PKWY	COX LN	0.27	1	1	2UD	2	3	100%	475	475	128	128	1	1	128	127		
J FRED SMITH PWKY	COX LN	1208.8 FT EAST OF COX LN	0.23	1	1	2UD	2	3	100%	475	475	109	109	0	1	109	109		
J FRED SMITH PWKY	LEGACY DR	FM 455	0.68	1	1	2UD	2	3	50%	475	475	162	162	1	1	161	160		
J FRED SMITH PWKY	FM 455	575.6 FT EAST OF FM 455	0.11	1	1	2UD	2	3	100%	475	475	52	52	0	0	52	52		
LEGACY DR	GA MOORE PKWY	O'BRIEN DR	0.99	1	1	2UD	100	100	100%	475	475	470	470	99	99	371	371		
LEGACY DR	MOBBERLY RD	GLENDENNING PKWY	0.58	1	1	2UD-G	1	1	100%	150	150	87	87	1	1	86	86		
LEGACY DR	978.7 FT NORTH OF DNT	DALLAS NORTH TOLLWAY	0.19	1	1	2UD-G	1	1	100%	150	150	29	29	0	0	28	28		
LEGACY DR	978.7 FT NORTH OF DNT	MOBBERLY RD	0.23	1	1	2UD-G	1	1	50%	150	150	17	17	0	0	17	17		
LOUISANA	ASH ST	253.3 FT NORTH OF POPLAR	0.60	1	1	2UD	121	121	100%	475	475	285	285	73	73	212	212		
MOBBERLY RD	DALLAS NORTH TOLLWAY	LEGACY DR	0.51	1	1	2UD	1	1	100%	475	475	242	242	1	1	242	242		
O'BRIEN DR	LEGACY DR	2463.3 FT EAST OF LEGACY	0.47	1	1	2UD	100	100	100%	475	475	223	223	47	47	176	176		
OKLAHOMA	MALONE	ASH ST	0.54	1	1	2UD	172	172	100%	475	475	257	257	93	93	164	164		
PECAN	FLORIDA	COLORADO	0.32	1	1	2UD	170	170	100%	475	475	152	152	54	54	98	98		
PECAN	LOUISIANA	FM 455	0.34	1	1	2UD	197	197	100%	475	475	162	162	67	67	95	95		
PECAN	N COLORADO	LOUISIANA	0.14	0	1	1W	170	170	100%	525	525	0	74	0	24		50		
PRESTON RD	SUNSET BLVD	GLENDENNING PKWY	0.64	2	2	4D	1208	510	50%	650	650	416	416	387	163	29	253		
PRESTON RD	LEGACY DR	ROBINSON DR	0.39	2	2	4D	1208	510	50%	650	650	254	254	236	99	18	154		
PRESTON RD	ROBINSON DR	GA MOORE PKWY	0.49	2	2	4D	1208	510	50%	650	650	319	319	296	125	23	194		
PRESTON RD	GA MOORE PKWY	MASSEY DR	0.50	2	2	4D	1208	510	50%	650	650	325	325	302	128	23	198		
PRESTON RD	MASSEY DR	J FRED SMITH PKWY	1.00	2	2	4D	1208	510	50%	650	650	650	650	604	255	46	395		
PRESTON RD	J FRED SMITH PKWY	LYNN STAMBAUGH PKWY	0.51	2	2	4D	1208	510	50%	650	650	332	332	308	130	23	201		
PRESTON RD	LYNN STAMBAUGH PKWY	FM 455	0.34	2	2	4D	1208	510	50%	650	650	221	221	205	87	16	134		
PRESTON RD	FM 455	ASH ST	0.38	2	2	4D	1208	510	50%	650	650	247	247	230	97	17	150		
PRESTON RD	ASH ST	SUNSET BLVD	0.36	2	2	4D	1208	510	50%	650	650	234	234	217	92	17	142		
SUNSET BLVD	CELINA PKWY	S UTAH DR	0.45	1	1	2UD	170	170	100%	475	475	214	214	77	77	137	137		
WALNUT	CELINA PKWY	FLORIDA	0.50	1	1	2UD	171	140	100%	475	475	238	238	86	70	152	168		
WALNUT	FLORIDA	OLD UNION CEMETERY	0.79	1	1	2UD	171	140	100%	475	475	375	375	135	111	240	265		
WALNUT	1850.3 W OF CELINA PKWY	CELINA PKWY	0.35	1	1	2UD	100	100	100%	475	475	166	166	35	35	131	131		
SUBTOTAL			**27.30**									**11,725**	**11,799**	**4,793**	**3,154**	**6,932**	**8,645**	**0**	**0**
												23,524		**7,947**		**15,577**		**0**	

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area 4

5/17/2021

ROADWAY	FROM	TO	LENGTH (mi)	EXIST LANES		TYPE	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
				NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
ROBINSON DR	PRESTON RD	COIT RD	0.59	1	1	2UD	170	170	50%	475	475	140	140	50	50	90	90		
ROBINSON DR	COIT RD	2659.3 FT EAST OF COIT RD	0.50	1	1	2UD	170	170	50%	475	475	119	119	43	43	76	76		
PRESTON RD	SUNSET BLVD	GLENDENNING PKWY	0.64	2	2	4D	1208	510	50%	650	650	416	416	387	163	29	253		
PRESTON RD	LEGACY DR	ROBINSON DR	0.39	2	2	4D	1208	510	50%	650	650	254	254	236	99	18	154		
PRESTON RD	ROBINSON DR	GA MOORE PKWY	0.49	2	2	4D	1208	510	50%	650	650	319	319	296	125	23	194		
PRESTON RD	GA MOORE PKWY	MASSEY DR	0.50	2	2	4D	1208	510	50%	650	650	325	325	302	128	23	198		
PRESTON RD	MASSEY DR	J FRED SMITH PKWY	1.00	2	2	4D	1208	510	50%	650	650	650	650	604	255	46	395		
PRESTON RD	J FRED SMITH PKWY	LYNN STAMBAUGH PKWY	0.51	2	2	4D	1208	510	50%	650	650	332	332	308	130	23	201		
PRESTON RD	LYNN STAMBAUGH PKWY	FM 455	0.34	2	2	4D	1208	510	50%	650	650	221	221	205	87	16	134		
PRESTON RD	FM 455	ASH ST	0.38	2	2	4D	1208	510	50%	650	650	247	247	230	97	17	150		
PRESTON RD	ASH ST	SUNSET BLVD	0.36	2	2	4D	1208	510	50%	650	650	234	234	217	92	17	142		
COIT RD	MASSEY DR	J FRED SMITH PKWY	1.01	1	1	2UD	170	170	100%	475	475	480	480	172	172	308	308		
COIT RD	ROBINSON DR	GA MOORE PKWY	0.49	1	1	2UD	170	170	100%	475	475	233	233	83	83	149	149		
COIT RD	GA MOORE PKWY	MASSEY DR	0.50	1	1	2UD	170	170	100%	475	475	238	238	85	85	153	153		
COIT RD	1260.9 FT SOUTH OF OUSLEY	SUNSET BLVD	0.27	1	1	2UD	41	41	50%	475	475	64	64	6	6	59	59		
COIT RD	J FRED SMITH PKWY	LYNN STAMBAUGH PKWY	0.50	1	1	2UD	56	56	100%	475	475	238	238	28	28	210	210		
COIT RD	LYNN STAMBAUGH PKWY	OUSLEY BLVD	0.50	1	1	2UD	170	170	100%	475	475	238	238	85	85	153	153		
COIT RD	SUNSET BLVD	CR 92	0.24	1	1	2UD	170	170	50%	475	475	57	57	20	20	37	37		
CUSTER RD	1149.6 FT S OF GA MOORE	J FRED SMITH PKWY	0.83	1	1	2UD	170	170	100%	475	475	394	394	141	141	253	253		
G A MOORE PKWY	PRESTON RD	COIT RD	0.65	1	1	2UD	170	170	100%	475	475	309	309	111	111	198	198		
GLENDENNING PKWY	PRESTON RD	1177.8 EAST OF PRESTON RD	0.22	1	1	2UD	6	6	50%	475	475	52	52	1	1	52	52		
J FRED SMITH PKWY	PETERMAN PKWY	2408.7 FT EAST OF CUSTER	0.55	1	1	2UD	75	75	100%	475	475	261	261	41	41	220	220		
J FRED SMITH PKWY	1958.8 FT WEST OF COIT RD	COIT RD	0.37	1	1	2UD	170	170	100%	475	475	176	176	63	63	113	113		
J FRED SMITH PKWY	CUSTER RD	2408.7 FT EAST OF CUSTER	0.46	1	1	2UD	75	75	100%	475	475	219	219	35	35	184	184		
LYNN STAMBAUGH PKWY	COIT RD	721.1 FT WEST OF CR 98	0.40	1	1	2UD	149	149	100%	475	475	190	190	60	60	130	130		
LYNN STAMBAUGH PKWY	PRESTON RD	COIT RD	0.92	1	1	2UD	149	149	100%	475	475	437	437	137	137	300	300		
MASSEY DR	COIT RD	927.3 FT EAST OF COIT RD	0.18	1	1	2UD	11	11	50%	475	475	43	43	1	1	42	42		
McILROY DR	GA MOORE PKWY	1958.9 FT N OF GA MOORE	0.37	1	1	2UD	170	170	100%	475	475	176	176	63	63	113	113		
McILROY DR	CR 130	1298.6 FT SOUTH OF CR 130	0.25	1	1	2UD	170	170	100%	475	475	119	119	43	43	76	76		
OUSLEY BLVD	2242 FT EAST OF COIT RD	COIT RD	0.43	1	1	2UD	170	170	100%	475	475	204	204	73	73	131	131		
PETERMAN PARKWAY	2676.7 FT N OF J FRED	J FRED SMITH PKWY	0.51	1	1	2UD	74	74	50%	475	475	121	121	19	19	102	102		
SUNSET BLVD	PRESTON RD	COIT RD	1.20	1	1	2UD	170	170	100%	475	475	570	570	204	204	366	366		
SUBTOTAL			**16.55**									**8,072**	**8,072**	**4,346**	**2,737**	**3,726**	**5,335**	**0**	**0**
												16,144		**7,083**		**9,061**		**0**	

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area 5

5/17/2021

ROADWAY	FROM	TO	LENGTH (mi)	EXIST LANES		TYPE	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
				NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
CAREY RD	1246.9 FT WEST OF LEGACY	LEGACY DR	0.24	1	1	2UD-G	5	5	100%	150	150	36	36	1	1	35	35		
CAREY RD	1035.2 FT EAST OF MCNABB	2468 FT WEST OF LEGACY DR	0.40	1	1	2UD-G	5	5	50%	150	150	30	30	1	1	29	29		
CAREY RD	SMILEY RD	945.2 FT WEST OF MCNABB	0.32	1	1	2UD-G	5	5	100%	150	150	48	48	2	2	46	46		
CRUTCHFIELD DR	DALLAS NORTH TOLLWAY	HAMILTON RD	0.35	2	2	4D	900	900	100%	650	650	455	455	315	315	140	140		
CRUTCHFIELD DR	BOLEYN AVE	BOTHWELL BLVD	0.30	1	1	2UD	170	170	100%	475	475	143	143	51	51	92	92		
FRONTIER PKWY	MAYER PKWY	1599.2 FT E OF BOTHWELL	0.68	1	1	2UD	65	65	50%	475	475	162	162	22	22	139	139		
FRONTIER PKWY	SMILEY RD	3151.5 FT W OF SMILEY RD	0.59	1	1	2UD	65	65	50%	475	475	140	140	19	19	121	121		
GLENDENNING PKWY	588.9 FT EAST OF MCNABB	1303.3 FT EAST OF MCNABB	0.12	1	1	2UD-G	1	1	100%	150	150	18	18	0	0	18	18		
GLENDENNING PKWY	1241.7 FT W OF CNTY LINE	COUNTY LINE	0.24	1	1	2UD-G	1	1	100%	150	150	36	36	0	0	36	36		
LEGACY DR	PUNK CARTER PKWY	CAREY RD	0.79	1	1	2UD-G	5	5	50%	150	150	59	59	2	2	57	57		
LEGACY DR	OUTER LOOP	983.3 FT N OF OUTER LOOP	0.19	1	1	2UD	4	4	50%	475	475	45	45	0	0	45	45		
LEGACY DR	CAREY RD	CLEAR CREEK PKWY	0.57	1	1	2UD	4	4	50%	475	475	135	135	1	1	134	134		
LEGACY DR	CLEAR CREEK PKWY	FRONTIER PKWY	0.42	1	1	2UD	9	9	50%	475	475	100	100	2	2	98	98		
LEGACY DR	OUTER LOOP	PUNK CARTER PKWY	0.47	1	1	2UD	4	4	50%	475	475	112	112	1	1	111	111		
MAYER PKWY	282.6 FT N OF COUNTRYVIEW	PUNK CARTER PKWY	1.11	1	1	2UD	472	263	50%	475	475	264	264	262	146	2	118		
MAYER PKWY	1251.5 FT N OF FRONTIER	FRONTIER PKWY	0.24	1	1	2UD	472	447	50%	475	475	57	57	57	54	0	3		
MOBBERLY RD	2546.5 FT WEST OF DNT	DALLAS NORTH TOLLWAY	0.48	1	1	2UD-G	1	1	50%	150	150	36	36	0	0	36	36		
OUTER LOOP EXTENSION	1279.5 FT WEST OF LEGACY	828.9 FT WEST OF LEGACY	0.08	1	1	2UD	225	198	50%	475	475	19	19	9	8	10	11		
OUTER LOOP EXTENSION	1279.5 FT WEST OF LEGACY	2079 FT WEST OF LEGACY	0.15	1	1	2UD	225	198	100%	475	475	71	71	34	30	38	42		
OUTER LOOP EXTENSION	2079 FT WEST OF LEGACY	729.2 FT EAST OF MCNABB	0.10	1	1	2UD	225	198	50%	475	475	24	24	11	10	13	14		
OUTER LOOP EXTENSION	1481.6 FT WEST OF MCNABB	2052 FT EAST OF SMILEY RD	0.28	1	1	2UD	225	198	100%	475	475	133	133	63	55	70	78		
OUTER LOOP EXTENSION	2052 FT EAST OF SMILEY RD	1705.5 FT E OF SMILEY RD	0.07	1	1	2UD	225	198	50%	475	475	17	17	8	7	9	10		
SMILEY RD	1883.9 S OF GLENDENNING	OUTER LOOP EXTENSION	0.66	1	1	2UD-G	5	5	50%	150	150	50	50	2	2	48	48		
SMILEY RD	1012.2 FT N OF FRONTIER	FRONTIER PKWY	0.20	1	1	2UD-G	5	5	50%	150	150	15	15	1	1	15	15		
SMILEY RD	CAREY RD	1333.8 FT SOUTH OF CAREY	0.25	1	1	2UD-G	4	4	100%	150	150	38	38	1	1	37	37		
SMILEY RD	MERRITT WAY	882.9 FT N OF MERRITT WAY	0.17	1	1	2UD	4	4	100%	475	475	81	81	1	1	80	80		
SUBTOTAL			**9.47**									**2,321**	**2,321**	**865**	**731**	**1,456**	**1,590**	**0**	**0**
												4,643		**1,597**		**3,046**		**0**	

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area 6

5/17/2021

ROADWAY	FROM	TO	LENGTH (mi)	EXIST LANES		TYPE	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
				NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
GLENDENNING PKWY	PRESTON RD	OLD CELINA CEMETERY	0.87	1	1	2UD	247	236	50%	475	475	207	207	107	103	99	104		
GLENDENNING PKWY	LEGACY DR	DENTON COUNTY LINE	0.52	1	1	2UD	238	213	50%	475	475	124	124	62	55	62	68		
GLENDENNING PKWY	LEGACY DR	DALLAS NORTH TOLLWAY	0.84	1	1	2UD	238	213	50%	475	475	200	200	100	89	100	110		
GLENDENNING PKWY	DALLAS NORTH TOLLWAY	797.1 FT WEST OF CR 55	0.63	1	1	2UD	282	241	50%	475	475	150	150	89	76	61	74		
LEGACY DR	PUNK CARTER PKWY	CAREY RD	0.79	1	1	2UD-G	5	5	50%	150	150	59	59	2	2	57	57		
LEGACY DR	OUTER LOOP	983.3 FT N OF OUTER LOOP	0.19	1	1	2UD	4	4	50%	475	475	45	45	0	0	45	45		
LEGACY DR	CAREY RD	CLEAR CREEK PKWY	0.57	1	1	2UD	4	4	50%	475	475	135	135	1	1	134	134		
LEGACY DR	CLEAR CREEK PKWY	FRONTIER PKWY	0.42	1	1	2UD	9	9	50%	475	475	100	100	2	2	98	98		
LEGACY DR	OUTER LOOP	PUNK CARTER PKWY	0.47	1	1	2UD	4	4	50%	475	475	112	112	1	1	111	111		
CELINA PKWY	790.3 FT N OF GREENWAY	320.8 FT N OF GREENWAY	0.09	1	1	2UD	170	170	100%	475	475	43	43	15	15	27	27		
CELINA PKWY	320.8 FT N OF GREENWAY	170.8 FT N OF ALAN DR	0.24	1	1	2UD	170	170	50%	475	475	57	57	20	20	37	37		
CLEAR CREEK PKWY	LEGACY DR	DOE BRANCH BLVD	0.40	1	1	2UD	5	5	100%	475	475	190	190	2	2	188	188		
CLEAR CREEK PKWY	DOE BRANCH BLVD	1781.9 FT E OF DOE BRANCH	0.34	1	1	2UD	170	170	100%	475	475	162	162	58	58	104	104		
DALLAS NORTH TOLLWAY	LIGHT FARMS WAY	FRONTIER PKWY	0.94	2	2	4D	334	289	100%	650	650	1,222	1,222	314	272	908	950		
DALLAS NORTH TOLLWAY	GLENDENNING PKWY	OUTER LOOP	1.05	2	2	4D	323	179	100%	650	650	1,365	1,365	339	188	1,026	1,177		
DALLAS NORTH TOLLWAY	OUTER LOOP	PUNK CARTER PKWY	0.43	2	2	4D	323	179	100%	650	650	559	559	139	77	420	482		
DALLAS NORTH TOLLWAY	PUNK CARTER PKWY	LIGHT FARMS WAY	0.77	2	2	4D	323	179	100%	650	650	1,001	1,001	249	138	752	863		
DOE BRANCH BLVD	CLEAR CREEK PKWY	FRONTIER PKWY	0.50	2	2	4D	900	900	100%	650	650	650	650	450	450	200	200		
FRONTIER PKWY	LEGACY DR	DALLAS NORTH TOLLWAY	1.08	1	1	2UD	156	147	50%	475	475	257	257	84	79	172	177		
FRONTIER PKWY	DALLAS NORTH TOLLWAY	BRIDGEWATER DR	0.22	1	1	2UD	179	175	50%	475	475	52	52	20	19	33	33		
FRONTIER PKWY	PRAIRE CROSSING	955.8 FT EAST OF BNSF	0.25	1	1	2UD	179	175	50%	475	475	59	59	22	22	37	38		
FRONTIER PKWY	1275.3 FT WEST OF PRESTON	PRESTON RD	0.24	1	1	2UD	179	175	50%	475	475	57	57	21	21	36	36		
HUDDLESTON DR	OUTER LOOP	PUNK CARTER PKWY	0.47	1	1	2UD	170	170	100%	475	475	223	223	80	80	143	143		
HUDDLESTON DR	1572.3 FT N OF OUTER LOOP	OUTER LOOP	0.32	2	2	4D	900	900	100%	650	650	416	416	288	288	128	128		
JOHN CAMPBELL TRL	WORTHINGTON WAY	286.2 FT WEST OF WINDMILL	0.49	1	1	2UD	382	355	100%	475	475	233	233	187	174	46	59		
JOHN CAMPBELL TRL	PRESTON RD	273.5 FT WEST OF 273.5	0.11	2	2	4D	382	355	100%	650	650	143	143	42	39	101	104		
LIGHT FARMS WAY	DALLAS NORTH TOLLWAY	1010.5 FT EAST OF DNT	0.19	2	2	4D	138	0	100%	650	650	247	247	26	0	221	247		
PRESTON RD	1214 FT NORTH OF FRONTIER	OWNSBY PKWY	0.90	2	2	4D	1289	842	50%	650	650	585	585	580	379	5	206		
PRESTON RD	PUNK CARTER PKWY	OWNSBY PKWY	0.51	2	2	4D	1289	842	50%	650	650	332	332	329	215	3	117		
PRESTON RD	OUTER LOOP	PUNK CARTER PKWY	0.55	2	2	4D	989	1234	50%	650	650	358	358	272	339	86	18		
PRESTON RD	GLENDENNING PKWY	OUTER LOOP	0.73	2	2	4D	1201	1254	50%	650	650	475	475	438	458	36	17		
PUNK CARTER PKWY	LEGACY DR	HUDDLESTON DR	0.90	1	1	2UD	170	170	100%	475	475	428	428	153	153	275	275		
PUNK CARTER PKWY	HUDDLESTON DR	DALLAS NORTH TOLLWAY	0.59	1	1	2UD	170	170	100%	475	475	280	280	100	100	180	180		
PUNK CARTER PKWY	687.4 FT EAST OF DNT	HAMILTON RD	0.18	1	1	2UD	170	170	100%	475	475	86	86	31	31	55	55		
SUBTOTAL			**17.79**									**10,608**	**10,608**	**4,625**	**3,947**	**5,983**	**6,661**	**0**	**0**
												21,215		**8,571**		**12,644**		**0**	

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

City of Celina - 2020 Roadway Impact Fee Study
Existing Roadway Facilities Inventory

Service Area 7

5/17/2021

ROADWAY	FROM	TO	LENGTH (mi)	EXIST LANES		TYPE	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
				NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
GLENDENNING PKWY	PRESTON RD	1177.8 EAST OF PRESTON RD	0.22	1	1	2UD	6	6	50%	475	475	52	52	1	1	52	52		
PRESTON RD	1214 FT NORTH OF FRONTIER	OWNSBY PKWY	0.90	2	2	4D	1289	842	50%	650	650	585	585	580	379	5	206		
PRESTON RD	PUNK CARTER PKWY	OWNSBY PKWY	0.51	2	2	4D	1289	842	50%	650	650	332	332	329	215	3	117		
PRESTON RD	OUTER LOOP	PUNK CARTER PKWY	0.55	2	2	4D	989	1234	50%	650	650	358	358	272	339	86	18		
PRESTON RD	GLENDENNING PKWY	OUTER LOOP	0.73	2	2	4D	1201	1254	50%	650	650	475	475	438	458	36	17		
CHOATE PKWY	COIT RD	1713.6 FT W OF HACKBERRY	0.69	1	1	2UD	107	101	100%	475	475	328	328	74	70	254	258		
CHOATE PKWY	COIT RD	958.3 FT EAST OF COIT RD	0.17	1	1	2UD	74	74	100%	475	475	81	81	13	13	68	68		
CHOATE PKWY	1161.6 FT EAST OF COIT RD	1349 FT EAST OF COIT RD	0.04	1	1	2UD	74	74	50%	475	475	10	10	1	1	8	8		
CHOATE PKWY	1349 FT EAST OF COIT RD	16248.6 FT EAST OF COIT	0.06	1	1	2UD	74	74	100%	475	475	29	29	4	4	24	24		
CHOATE PKWY	1674.4 FT EAST OF COIT RD	1739.5 FT EAST OF COIT	0.01	1	1	2UD	74	74	50%	475	475	2	2	0	0	2	2		
CHOATE PKWY	1819.4 FT EAST OF COIT RD	3138.6 FT EAST OF COIT RD	0.24	1	1	2UD	74	74	100%	475	475	114	114	18	18	96	96		
CHOATE PKWY	553.7 FT EAST OF ROSELAND	1224.8 FT E OF ROSELAND	0.13	1	1	2UD	74	74	100%	475	475	62	62	10	10	52	52		
COIT RD	OWNSBY PKWY	1083.1 N OF PUNK CARTER	0.45	1	1	2UD	170	170	100%	475	475	214	214	77	77	137	137		
COIT RD	GLENDENNING PKWY	910.5 FT N OF OUTER LOOP	0.50	1	1	2UD	170	170	100%	475	475	238	238	85	85	153	153		
COIT RD	OWNSBY PKWY	CR 84	0.22	1	1	2UD	170	170	100%	475	475	105	105	37	37	67	67		
CUSTER RD	FRONTIER PKWY	OWNSBY PKWY	1.01	1	1	2UD	204	204	50%	475	475	240	240	103	103	137	137		
CUSTER RD	1606.9 FT NORTH OF OWNSBY	OWNSBY PKWY	0.30	1	1	2UD	204	204	50%	475	475	71	71	31	31	41	41		
FRONTIER PKWY	WATERVIEW TRL	CUSTER RD	0.84	1	1	2UD	574	532	50%	475	475	200	200	241	223			42	24
FRONTIER PKWY	PRESTON RD	COIT RD	0.98	1	1	2UD	574	532	50%	475	475	233	233	281	261			49	28
FRONTIER PKWY	COIT RD	WELLS WAY	0.63	1	1	2UD	574	532	50%	475	475	150	150	181	168			31	18
FRONTIER PKWY	WELLS WAY	WATERVIEW TRL	0.67	1	1	2UD	574	532	50%	475	475	159	159	192	178			33	19
OWNSBY PKWY	ROSELAND PKWY	CUSTER RD	0.54	2	2	4D	900	900	100%	650	650	702	702	486	486	216	216		
OWNSBY PKWY	999.5 FT WEST OF BLUEWOOD	1654.6 FT E OF BLUEWOOD	0.51	1	1	2UD	149	149	100%	475	475	242	242	76	76	166	166		
OWNSBY PKWY	PRESTON RD	760.1 FT E OF PALOMINO LN	0.49	1	1	2UD	149	149	100%	475	475	233	233	73	73	160	160		
OWNSBY PKWY	2208.7 FT W OF ROSELAND	ROSELAND PKWY	0.42	1	1	2UD	170	170	100%	475	475	200	200	71	71	128	128		
PUNK CARTER PKWY	BRETON LN	KINSHIP PKWY	0.71	1	1	2UD	170	170	100%	475	475	337	337	121	121	217	217		
ROSELAND PKWY	OWNSBY PKWY	WATERVIEW TRL	0.64	1	1	2UD	170	170	100%	475	475	304	304	109	109	195	195		
WATERVIEW TRL	ROSELAND PKWY	FRONTIER PKWY	0.76	2	2	4D	900	900	100%	650	650	988	988	684	684	304	304		
WELLS WAY	FRONTIER PKWY	645.8 FT N OF SADDLE HORN	1.01	1	1	2UD	170	170	100%	475	475	480	480	172	172	308	308		
SUBTOTAL			**14.93**									**7,519**	**7,519**	**4,759**	**4,461**	**2,914**	**3,146**	**154**	**89**
												15,038		**9,221**		**6,060**		**243**	

Attachment: FINAL Celina RIF Study 06-2021 (2021 Roadway Impact Fee Ordinance Update)

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 13, 2021
Re: 21-01 Annexation Resolution

Action Requested:
Consider and act upon a resolution of intent to annex approximately 449 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (21-01 Annexation Resolution) (McAfee)

1) Collin CAD Property ID 2120983, being an approximate 116.17 acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58,

2) Collin CAD Property ID 1014538 , being an approximate 36 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289,

3) Collin CAD Property ID 1014547, being an approximate 73.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2; generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289,

4) Collin CAD Property ID 985731, being an approximate 53 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 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129,

5) Collin CAD Property ID 986598, being an approximate 1.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey , Tract 2; generally located approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129,

6) 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 1,500 feet north of County Road 129,

7) Collin CAD Property ID 1498089, being an approximate 3.2 acre tract of land in Collin County,

Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court,

8) Collin CAD Property ID 1498098, being an approximate 3.54 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court,

9) Collin CAD Property ID 1011942, being an approximate 7.52 acre tract of land in Collin County, Texas, legally described as Abstract No. 803 in the Thomas Stayton Survey, Tract 2; generally located south of Old Preston Trail and approximately 900 feet east of the Santa Fe Trail,

10) Collin CAD Property ID 1585804, being an approximate 10.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8, and

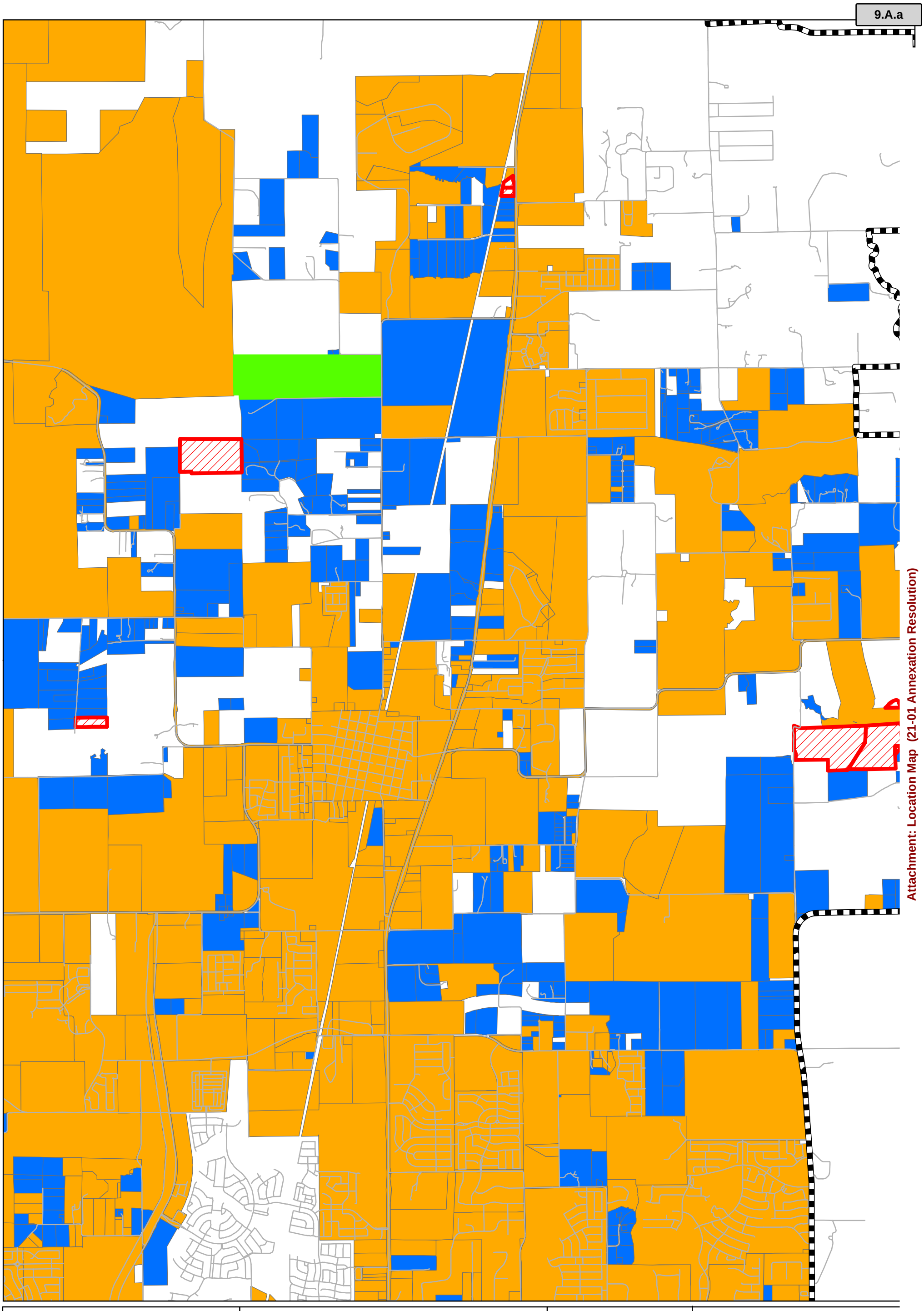
11) Collin CAD Property ID 995748, being an approximate 66.9 acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946.

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 13, 2021 - City Council acts on a resolution to set the public hearing dates.
August 10, 2021 - First Public Hearing to be held.
January 11, 2022 - Petition Verification
February 8, 2022 - Second Public Hearing to be held.
March 8, 2022 - 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 (21-01 Annexation Resolution)

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 7/8/2021

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Development Agreement

N W E S

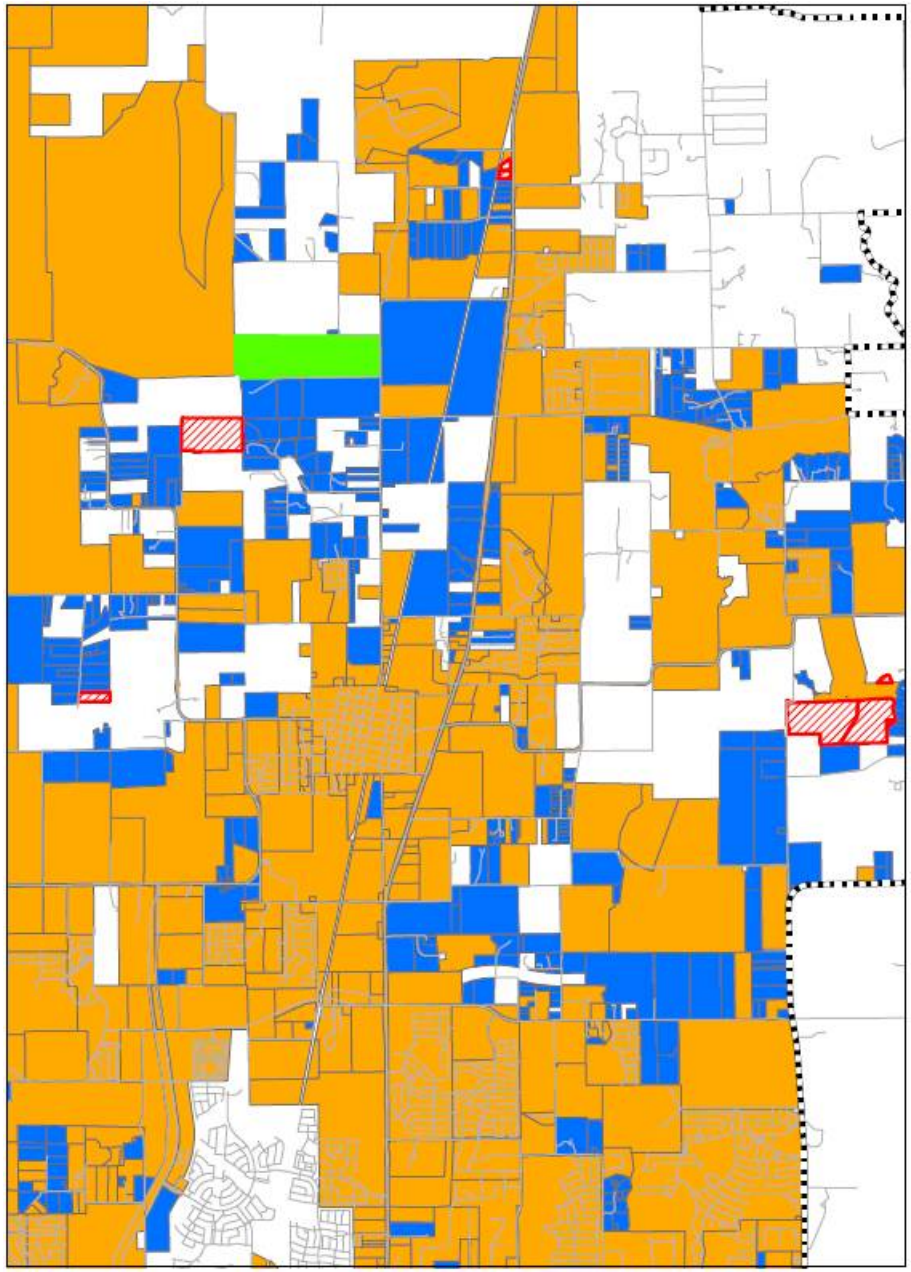
0 3,300 6,600 Feet

Annexation 21-01

City Council

July 13, 2021

Attachment: Staff Presentation (21-01 Annexation Resolution)



Annexation Map

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Development Agreement

Attachment: Staff Presentation (21-01 Annexation Resolution)

CELINA TEXAS est. 1876
Life Connected.

Fast Facts

- No person has been annexed since 2017 State law changes (just commercial or empty land)
- City's preference is to defer annexation for as long as possible (over 600 agreements)
- Some property owners have desired immediate annexation and zoning when contacted in order to secure future entitlements and protect property values

Attachment: Staff Presentation (21-01 Annexation Resolution)

Policy Points

- City taxpayers subsidize services and infrastructure to county residents in the ETJ
- Ensures more orderly growth
- Places more infrastructure burden on the development community
- Critical to the health of the long-range tax base (and rate)

Attachment: Staff Presentation (21-01 Annexation Resolution)

Annexation Timeline

- July 13, 2021 – Annexation Resolution
- August 10, 2021 – 1st Public Hearing
- January 11, 2022 – Petition Verification
- February 8, 2022 – 2nd Public Hearing
- March 8, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (21-01 Annexation Resolution)

Recommendation

- Staff recommends approval as presented.

Attachment: Staff Presentation (21-01 Annexation Resolution)

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 449 acres, generally located in the description below:

1) Collin CAD Property ID 2120983, being an approximate 116.17 acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58,
2) Collin CAD Property ID 1014538, being an approximate 36 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289,
3) Collin CAD Property ID 1014547, being an approximate 73.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2; generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289,
4) Collin CAD Property ID 985731, being an approximate 53 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 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129,

Attachment: Resolution (21-01 Annexation Resolution)

5) Collin CAD Property ID 986598, being an approximate 1.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey , Tract 2; generally located approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129,
6) Collin CAD Property ID 995123, being an approximate 3 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455,
7) 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 1,500 feet north of County Road 129,
8) Collin CAD Property ID 1498089, being an approximate 3.2 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court,
9) Collin CAD Property ID 1498098, being an approximate 3.54 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court,
10) Collin CAD Property ID 1585804, being an approximate 10.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8, and
11) Collin CAD Property ID 995748, being an approximate 66.9 acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946.

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.

Attachment: Resolution (21-01 Annexation Resolution)

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 13th day of July, 2021.

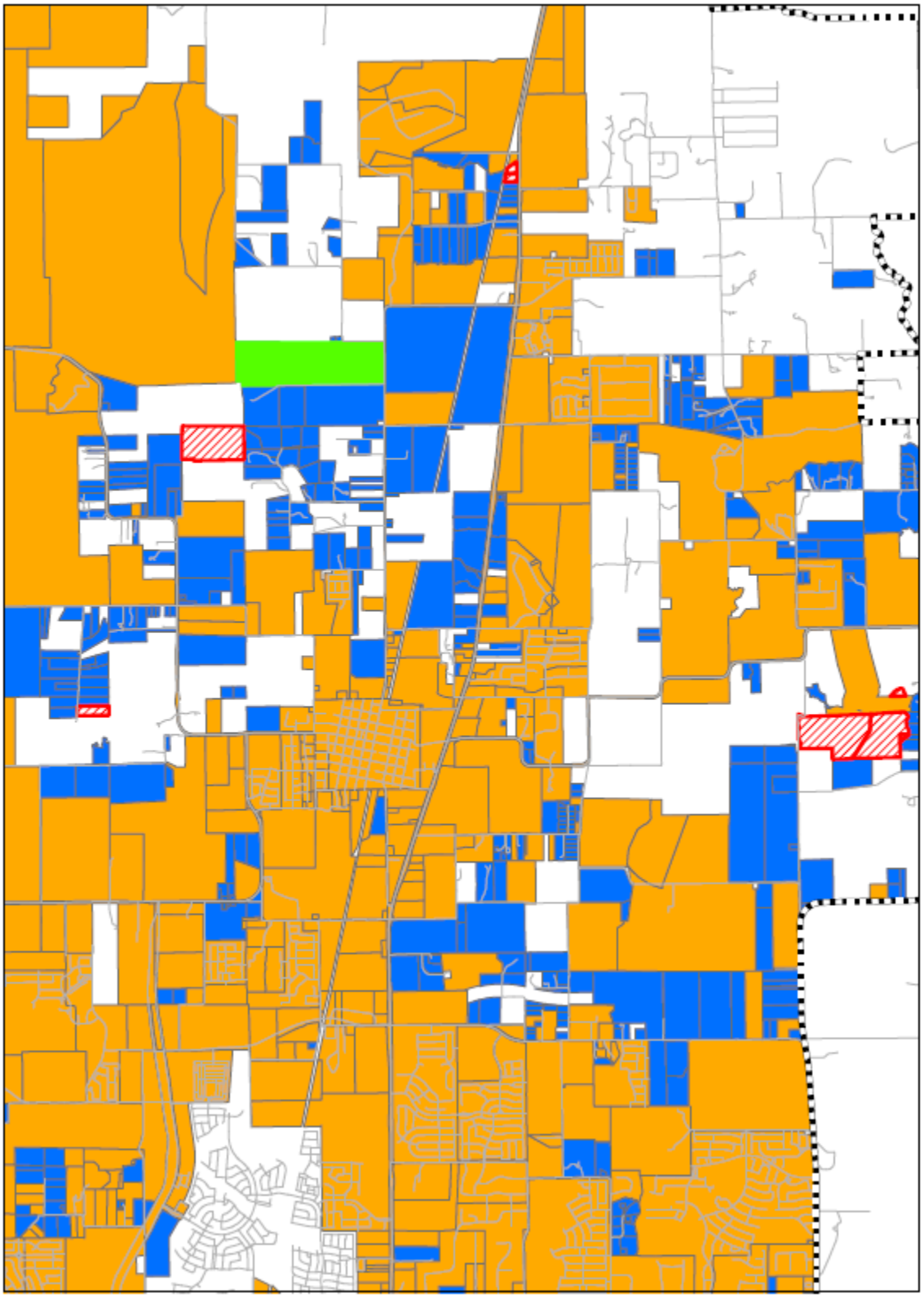
_____
Mayor

ATTEST:

_____
City Secretary

Attachment: Resolution (21-01 Annexation Resolution)

EXHIBIT A



Attachment: Resolution (21-01 Annexation Resolution)

EXHIBIT B
Municipal Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code ("LGC"), Section 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina on the date of annexation in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density.

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:

      i) Normal patrol and responses;

      ii) Handling of complaints and incident reports;

      iii) Special units, such as traffic enforcement and investigations; and

      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. These services include:

      i) Fire suppression and rescue;

      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;

      iii) Hazardous materials response and mitigation;

      iv) Emergency prevention and public education efforts;

      v) Technical rescue response; and

Attachment: Resolution (21-01 Annexation Resolution)

vi) Constriction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. These services include:

i) Emergency medical dispatch and pre-arrival First Aid instructions;

ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and

iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years pursuant to Section 43.0661 of the Texas Local Government Code.

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. Property owners are eligible to extend/expand facilities immediately upon annexation. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

Attachment: Resolution (21-01 Annexation Resolution)

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. Property owners are eligible to extend/expand facilities immediately upon annexation. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.

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

F) ROAD AND STREETS

1) Emergency roadway/street maintenance shall be provided within the annexed area immediately upon annexation as set forth herein. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council. Private roads/streets and drives shall remain private and not be improved, reconstructed, maintained or serviced by the City.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of roads/streets to City standards commences within the annexed area, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway/street signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled

Attachment: Resolution (21-01 Annexation Resolution)

within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities immediately upon annexation. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina

Attachment: Resolution (21-01 Annexation Resolution)

shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Attachment: Resolution (21-01 Annexation Resolution)

EXHIBIT C

All services identified in Exhibit B will be provided immediately upon the effective date of annexation of the area.

Attachment: Resolution (21-01 Annexation Resolution)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Karla Stovall, Assistant City Manager
Date: July 13, 2021
Re: <Insert Subject/RE Here>

Action Requested:
Consider and act upon all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2021A", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. (Stovall)

Background Information:
The intention to issue certificates of obligation in the maximum principal amount of $33,750,000 for the purpose of paying contractual obligations to be incurred for (I) designing, constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles therefor, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iv) designing, constructing, improving, and equipping a municipal administration building and (v) professional services rendered in connection therewith.

Board Review/Citizen Input:
<Insert Review/Citizen input here>

Alternatives:
<Insert Alternative here>

Financial Considerations:
<Insert Financial Considerations here>

Legal Review:
Bond Counsel

Supporting Documents:
Series 2021A Certificates of Obligation Draft Ordinance

Staff Recommendation:

Approval

ORDINANCE NO. 2021-____

AN ORDINANCE authorizing the issuance of "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A"; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's combined waterworks and sewer system; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of $33,750,000 for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles therefor, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iv) designing, constructing, improving, and equipping a municipal administration building and (v) professional services rendered in connection therewith; has been (a) duly published in the *Celina Record*, a newspaper hereby found and determined to be of general circulation in the City of Celina, Texas, on May 24, 2021 and May 31, 2021, the date the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (b) duly published continuously on the City's website for at least forty-five (45) days before the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this ordinance; and

WHEREAS, the Council hereby finds and determines that the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of $_____ to be designated and bear the title "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, equipping and

Attachment: CELINA CO 2021A - Ordinance (Series 2021A Certificates of Obligation)

improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles therefor, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iv) designing, constructing, improving, and equipping a municipal administration building and (v) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations – Authorized Denominations – Stated Maturities – Certificate Date. The Certificates are issuable in fully registered form only; shall be dated July 15, 2021 (the "Certificate Date") and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on September 1 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)	Interest Rate (%)
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		

The Certificates shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchaser at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months), and such interest shall be payable on March 1 and September 1 of each year, commencing March 1, 2022 until maturity or prior redemption.

SECTION 3: Terms of Payment Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

Attachment: CELINA CO 2021A - Ordinance (Series 2021A Certificates of Obligation)

The selection and appointment of U.S. Bank National Association, Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates maturing on and after September 1, 2031 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on September 1, 2030, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

Attachment: CELINA CO 2021A - Ordinance (Series 2021A Certificates of Obligation)

At least forty five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor.

(b) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by $5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(c) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

(d) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the

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Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the single Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the single Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be “Predecessor Certificates”, evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term “Predecessor Certificates” shall include any mutilated, lost, destroyed or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of “Book-Entry-Only” securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York (“DTC”), in

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accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates with one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial

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Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2021A

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
July 15, 2021	_____%	September 1, 20__	_____

Registered Owner:

Principal Amount: DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior

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redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchaser) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 in each year, commencing March 1, 2022, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles therefor, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iv) designing, constructing, improving, and equipping a municipal administration building and (v) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after September 1, 2031 may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on September 1,

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2030 or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a limited pledge of the Net Revenues of the City's combined Waterworks and Sewer System (the "System"), such pledge being limited to an amount of $1,000 and being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the Prior Lien Obligations (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of

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terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforestated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF CELINA, TEXAS

_____
[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

_____
City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	
OF PUBLIC ACCOUNTS	)	REGISTER NO. _____
THE STATE OF TEXAS	)	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

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The designated office of the Paying Agent/Registrar located in St. Paul, Minnesota, is the "Designated Payment/Transfer Office" for this Certificate.

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

_____ By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

_____

_____

(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

_____

Signature guaranteed:

_____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED
NO. T-1

REGISTERED
$_____,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2021A

Certificate Date: July 15, 2021

Registered Owner: _____

Principal Amount: ____ MILLION ___ HUNDRED ____ THOUSAND DOLLARS

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The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on September 1 in each of the years and in principal installments in accordance with the following schedule:

YEAR OF MATURITY	PRINCIPAL INSTALLMENTS ($)	INTEREST RATE (%)

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the date of delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing March 1, 2022, until maturity or prior redemption. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by U.S. Bank National Association, Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Obligations" shall mean tax and revenue obligations hereafter issued which by their terms are payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

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(b) The term "Certificates" shall mean the "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the annual financial accounting period used with respect to the operations of the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term "Gross Revenues" shall mean, with respect to the System and for any defined period, all income and revenues derived from the operation and ownership of the System, excluding, however, meter deposits, gifts, grants in aid of construction and similar kinds of receipts and moneys restricted as to use or expenditure.

(h) The term "Net Revenues" shall mean, with respect to the System and for any defined period, the Gross Revenues of the System after deducting the System's Operating and Maintenance Expenses.

(i) The term "Operating and Maintenance Expenses" shall mean, for any defined period, all current expenses and costs of operating and maintaining the System, including all salaries, labor, materials and repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any Certificates or obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining "Net Revenues". Depreciation and payments into and out of the funds maintained for the payment of the Prior Lien Obligations and similar funds maintained for the payment of obligations payable from and secured by a lien on and pledge of the Net Revenues shall never be considered as Operating and Maintenance Expenses.

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(j) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(k) The term "Prior Lien Obligations" shall mean (A) all revenue bonds or other obligations hereafter issued, payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, and (B) obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates.

(l) The term "System" shall mean all plants, properties and facilities owned, operated and maintained by the City for the supply, storage and distribution of treated water and the collection, treatment and disposal of water-carried wastes, together with all future improvements, extensions, enlargements and additions thereto and replacements thereof.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2021A TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such fund shall be shall be kept and maintained in a special banking account at the City's depository bank. The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary, individually or collectively, of the City are hereby authorized and directed to make withdrawals from said fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

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SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates (or a sinking fund of 2% if greater than the amount due and payable on the Certificates) between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

Any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 13: Limited Pledge of Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an amount equal to $1,000

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are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the limited pledge of $1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System (until such time as the City shall pay all of such $1,000, after which time the pledge shall cease) in accordance with the terms and provisions hereof. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of the Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of the Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues thereof.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment, equally and ratably, of the amounts pledged to the payment of the Certificates and Additional Obligations, if any.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Net Revenues of the System ($1,000), together with other lawfully available revenues appropriated by the City for payment of

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the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Chapter 271, as amended.

(b) Other than for the payment of the Prior Lien Obligations, the "City of Celina, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2021" and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations and Additional Parity Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing

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a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the

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Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 36 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation

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shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

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(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, the general fund, or other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

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(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary, individually or collectively, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 24: Sale of Certificates – Official Statement Approval. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Certificates to said Purchaser at the price of par plus a cash premium of $_____ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Certificates to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Certificate shall be registered in the name as provided in the winning bid.

The use of the Preliminary Official Statement by the Purchaser in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary, any one or more of said officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement, dated July 13, 2021, in the reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and City Secretary are further authorized to deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchaser, and such final Official Statement in the form and content authorized to be delivered by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchaser.

SECTION 25: Proceeds of Sale. The proceeds of sale of the Certificates, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a depository bank of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., as amended, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined

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by the City Council. Any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 26: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

SECTION 27: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 29: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 30: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

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SECTION 31: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 32: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 33: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 34: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 35: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 36: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the City of the general type of information contained in tables 1 through 6, 8 through 14, 19 and 20 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2021, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

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If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
(7) Modifications to rights of holders of the Certificates, if material;
(8) Certificate calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has

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assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

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Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble 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.

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SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally]

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PASSED AND ADOPTED, this July 13, 2021.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

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EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

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