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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JUNE 14, 2022
5:00 PM

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Council Recognition/Oaths of Office

B. Celina Fire Dept Lifesaving Award Presentation (Metdker)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Council Liaison Reports for Current Activities of the Parks and Recreation Board, Downtown Commission, Planning and Zoning Commission, and Special Events Committee

B. Introduction of New Employees, Recognitions, Promotions (Cullison)

C. Presentation regarding the Noise Ordinance Revision. (McAfee)

D. Discussion on proposed Public Improvement District (PID) Policy. (Stovall)

E. Discussion concerning the timeline and procedures to appoint City Board and Commission Members. (Satarino)

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 Blue Angus Condemnation Hearing

B. Discussion Regarding Agreement by and Between the City of Celina and Double Tap Entertainment, LLC for the Troubadour Festival

C. Discussion Regarding Reimbursement Agreement by and between the City of Celina, CCD-Coit Land, LLC, and Celina 557 Partners, P.P to design and construction Choate Parkway from Custer Road to Kinship Parkway

D. Discussion Regarding Amendment to Development Agreement By and Between CCD - Coit Land, LLC (10 Mile Creek/Belknap)

E. Discussion Regarding a Reimbursement Agreement By and Between the City of Celina and Tollway/Outer Loop, L.P. to Construct an 18" Water Line from Huddleston Drive to Legacy Drive

F. Discussion Regarding the Acquisition of Property for the Design and Construction of E Elm Street from Preston Road (SH 289) to S Texas Drive

G. Discussion Regarding the Acquisition of Property for the Design and Construction of the Southeast Pump Station

H. Discussion Regarding Agreement By and Between the City of Celina and Joe East for Economic Incentive Funding

I. Discussion Regarding a Chapter 380 Agreement By and Between the City of Celina and ___ Regarding Carter Ranch Retail Chapter 380 Agreement

J. Discussion Regarding and Interlocal Agreement for Fire, EMS, and Police Services By and Between the City of Celina Mesquoakee Ranch

Reconvene Into Open Session

K. Consider and act upon a resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of property for the design and construction of E Elm Street from Preston Road (SH 289) to S Texas Drive. (Brawner)

L. Consider and act upon a resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of property for the design and construction of the southeast pump station. (Brawner)

M. Consider and act upon any additional 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 - May 10, 2022, 5:00 PM

2. City Council - Canvass - May 17, 2022, 10:00 AM

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

C. Consider and act upon an ordinance altering the prima facie speed limits established for vehicles under the provisions of transportation code, section 545.356 upon Preston Road (SH 289), or parts thereof, within the incorporate limits of the City of Celina. (Preston Road (SH 289) from Frontier Parkway (FM 1461) to Legacy Drive to 55 MPH) (Glasgow)

D. Consider and act upon an ordinance altering the prima facie speed limits established for vehicles under the provisions of transportation code, section 545.356 upon FM 428, or parts thereof, within the incorporate limits of the City of Celina. (FM 428 from FM 455/Walnut to Sunset Blvd to 50 MPH) (Glasgow)

E. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A, Article A5, Section A5.006: Past Due Account Penalty. (Bromiley)

F. Consider and act upon a resolution of the City of Celina, Texas finding that Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be suspended; authorizing participation with Oncor Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. (Satarino)

G. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of a sanitary sewer easement situated on a 0.7098 acre tract in the Collin County Land Survey No. 14 Abstract number 167 as part of Light Farms, Cypress 3 subdivision. (Glasgow)

H. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of a water easement situated on a 0.73 acre tract in the John Ragsdale Survey Abstract number 734 as part of Light Farms, Bartlett phase 2 subdivision. (Glasgow)

I. Consider and act upon an easement and development agreement by and between the City of Celina and Herrin Real Estate, LLC; generally located east of Oklahoma Drive, west of Preston, and south of Ash Street, within the City Limits. (Herrin – Easement and Development Agreement) (Glasgow)

J. Consider and act upon a request to amend a development agreement with CCD- Coit Land, LLC; generally located south of the future Collin County Outer Loop and approximately 2,100 feet west of FM 2478 (future Custer Road), within the Extraterritorial Jurisdiction (ETJ). (10 Mile Creek/Belknap – DA 1st Amendment) (Lopez)

K. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 9 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of future Legacy Drive and future O'Brien Drive. (Blanks Property - Annexation Service Agreement) (Mohan)

L. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 30 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of Future Celina Parkway and FM 455. (Cornelius Tract – Annexation Service Agreement) (Mohan)

M. Consider and act to award bid 2022-0144 for Street Sweeping at the unit prices listed to Sweeping Corporation of America in an amount not to exceed $24,527.35. (Berry)

N. Consider and act to award bid 2022-0157 for a Six Month Contract for Asphalt at the unit prices listed to RK Hall, Austin Asphalt, and Blades Group in an amount not to exceed $85,965.00. (Quigley)

O. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Double Tap Entertainment, LLC (Festival) granting Festival a non-exclusive, temporary license and right to access Old Celina Park as the venue for Troubadour Festival 2022. (Satarino)

P. Consider and act to authorize Amendment 3 for legal services with Messer, Fort, McDonald PLLC to act as the interim City Attorney. (Berry)

Q. Consider and act to authorize work order 01 for engineering services for the design of a dark fiber line design between Public Works and the Coit Water Tower with Capco Communications, Inc., in an amount not to exceed $215,566.19. (Berry)

R. Consider and act upon a Master Service Agreement (MSA) by and between the City of Celina and Capco Communications, Inc., for Engineering Services. (Berry)

S. Consider and act to purchase enterprise server hardware (2022 Server Refresh) from Freeit Data Solutions through a cooperative contract with the State of Texas, Department of Information Resources in an amount not to exceed $468,742.05. (Berry)

T. Consider and act to purchase Audio Visual Equipment for the Public Works expansion from Visionality through a cooperative contract with TIPS in an amount not to exceed $94,493.07. (Berry)

U. Consider and act to authorize Amendment 1 for additional design services to the Law Enforcement Center with Brinkley Sargent Wiginton Architects in an amount not to exceed $288,327.00. (Berry)

V. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Joe East for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Joe East) (Satarino)

W. Authorize the City Manager of the City of Celina to enter into a Distribution Pole License Agreement with Denton County Electric Cooperative, Inc. (AKA Coserv Electric) (Brawner)

X. Consider and act to authorize the City Manager to a Reimbursement Agreement by and between the City of Celina and Tollway/Outer Loop, L.P. to construct an 18" water line from Huddleston Drive to Legacy Drive (Brawner)

Y. Consider and act to authorize the City Manager to Execute Reimbursement Agreement by and between the City of Celina, CCD-Coit Land, LLC, and Celina 557 Partners, P.P to design and construction Choate Parkway from Custer Road to Kinship Parkway (Brawner)

Z. Consider and act to authorize the City Manager to enter into a Landscape Maintenance Agreement with Texas Department of Transportation for Preston Road from Frontier Parkway to Legacy Drive (Webb)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 9 acres to the Dallas North Tollway Overlay District (DNTO) zoning, generally located east of the future Dallas North Tollway and approximately 1,300 feet north of the Collin County Outer Loop, within the City Limits. (NEC DNT & Outer Loop – Rezoning) (Mohan)

B. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 6 acres to a Planned Development with Commercial, Retail & Office (C) base zoning with the Preston Road Overlay (PRO), generally located east of Oklahoma Drive and approximately 1,400 feet south of the Ash Street. (Celina Self Storage Expansion – Zoning) (Mohan)

C. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 30 acres, generally located at the northwest corner of Future Celina Parkway and FM 455, within the Extraterritorial Jurisdiction (ETJ). (Cornelius Tract – Annexation) (Mohan)

D. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 30 acres to acres to Mixed-Use (MU) District, generally located at the northwest corner of Future Celina Parkway and FM 455. (Cornelius Tract - Zoning) (Mohan)

E. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 9 acres, generally located at the northwest corner of future Legacy Drive and future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ). (Blanks Property – Annexation) (Mohan)

F. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 9 acres to Commercial, Retail, & Office (C) District, generally located at the northwest corner of future Legacy Drive and future O'Brien Drive. (Blanks Property - Zoning) (Mohan)

G. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 1,100 acres, generally located at the southwest corner of Preston Road and Marilee Road, within the Extraterritorial Jurisdiction (ETJ). (Rasor Ranch – Annexation) (Mohan)

H. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 1,100 acres to a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), Commercial, Retail, & Office (C), Multi-Family (MF-0, MF-2, & MF-3), and Industrial (I) base zoning, generally located at the southwest corner of Preston Road and Marilee Road. (Rasor Ranch PD - Zoning) (Mohan)

I. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Celina, Texas; and providing for other matters related thereto for the following properties: (21-02 Annexation Third Public Hearing and Ordinance Adoption) (White)

1. Denton CAD property 52652, being an approximately 14.09 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265A in the A. Thompson Survey, Tract 3; generally located approximately 1,770 feet south of Carey Road and 1,685 feet west of future Legacy Drive (Merritt/Thornton Farm P/S),

2. A portion of Denton CAD Property ID 52706, being an approximate 30.25 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 1; generally located approximately 2,200 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),

3. A portion of Denton CAD Property ID 52711, being an approximate 1.52 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 2; generally located approximately 800 feet east of Old Dairy Farm Road and 2,000 feet east of Smiley Road (Merritt/Thornton Farms P/S),

4. A portion of Denton CAD Property ID 52723, being an approximate 11.18 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 6; generally located approximately 1,800 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),

5. Denton CAD property 52731, being an approximately 41.16 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889 in the J. McKim Survey, Tract 2; generally located approximately 1,960 feet north of future Frontier Parkway and 3,140 feet east of Smiley Road (Merritt/Thornton Farm P/S),

6. Denton CAD property 983680, being an approximately 261 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2A; generally located north of future Frontier Parkway and approximately 880 feet west of Legacy Drive (Tellus Texas I, LLC),

7. Denton CAD property 983682, being an approximately 22 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265A in the A. Thompson Survey, Tract 3A; generally located approximately 3,445 feet north of future Frontier Parkway and 1,750 feet west of Legacy Drive (Tellus Texas I, LLC),

8. Denton CAD property 983685, being an approximately 55.48 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 1C; generally located approximately 2,710 feet north of future Frontier Parkway and 2,700 feet west of Legacy Drive (Tellus Texas I, LLC),

9. Denton CAD property 983689, being an approximately 30.31 acre tract of land in Denton County, Texas, legally described as Abstract No. 0253A in the C. Copenhaver Survey, Tract 3A; generally located approximately 400 feet north of future Frontier Parkway and 1,125 feet east of Smiley Road (Tellus Texas I, LLC),

10. Denton CAD property 983690, being an approximately 19.85 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791A in the J. Morton Survey, Tract 6A; generally located approximately 2,640 feet north of future Frontier Parkway and 2,685 feet west of Legacy Drive (Tellus Texas I, LLC),

11. Denton CAD property 983691, being an approximately 48.88 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2B; generally located approximately 700 feet south of future Frontier Parkway and 720 feet west of Legacy Drive (Tellus Texas I, LLC),

12. Denton CAD property 991067, being an approximately 30.39 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2C; generally located at the northwest corner of Legacy Drive and Parvin Road (Merritt Crossing Development, LLC),

13. Collin CAD Property ID 995070, being an approximate 42.32 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 1; generally located approximately 3,600 feet east of County Road 10 and approximately 4,700 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),

14. Collin CAD Property ID 995739, being an approximate 93.45 acre tract of land in Collin County, Texas, legally described as Abstract No.0569 in the F. L. Meriwether Survey, Tract 1; generally located approximately 3,000 feet east of FM 455 and at the terminus of County Road 946 (Ganji Shaun),

15. Collin CAD Property ID 2725109, being an approximate 75.16 acre tract of land in Collin County, Texas, legally described as Abstract No. 0876 in the S. A. & M. G. RY. Co. Survey, Tract 1; generally located approximately 700 feet west of County Road 58 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),

16. Collin CAD Property ID 2725111, being an approximate 84.1 acre tract of land in Collin County, Texas, legally described as Abstract No. 0024 in the W. P. Allen Survey, Tract 1; generally located generally located approximately 2,000 feet east of County Road 10 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),

17. Collin CAD Property ID 2753685, being an approximate 22.61 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 14; generally located east of County Road 128 and approximately 1,000 feet north of County Road 130 (10226 Celina LC),

18. Collin CAD Property ID 2762213, being an approximate 39.2 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 16; generally located south of County Road 128 and approximately 3,000 feet west of County Road 133 (10226 Celina LC),

19. Collin CAD Property ID 2125473, being an approximate 54.57 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 26; generally located west of County Road 59 and approximately 1,800 feet north of County Road 58 (Palmer Mark & Debbie), and

20. Collin CAD Property ID 2071429, being an approximate 20.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 23; generally located east of County Road 58 and approximately 2,250 feet south of County Road 59 (Safi Shah & Lailuma & Homayun Safi).

J. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 566 acres to a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), Commercial, Retail, & Office (C), and Multi-Family (MF-0, MF-2, & MF-3) base zoning, generally located at the northwest corner of Legacy Drive and Parvin Road. (Mosaic PD - Zoning) (Mohan)

K. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 433 acres to Agricultural District (AG), generally located west of Peterman Parkway, east of future North Dallas Tollway, north of Mobberly Road, and south of Marilee Road. (Mosaic Remainder – Zoning) (Mohan)

L. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Celina, Texas; and providing for other matters related thereto for the following properties: (21-03 Annexation Third Public Hearing and Ordinance Adoption) (White)

1. Collin CAD Property ID 2674384, being an approximate 85.95 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 1; generally located west of future Custer Road and approximately 1,290 feet south of future Marilee Road (HC Celina 414, LLC.),

2. Collin CAD Property ID 2839556, being an approximate 102.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 14; generally located south of future Marilee Road and approximately 1,355 feet west of future Custer Road (HC Celina 414, LLC.),

3. Collin CAD Property ID 2839562, being an approximate 134.54 acre tract of land in Collin County, Texas, legally described as Abstract No. A0247 in the John Davis Survey, Tract 1; generally located at the southeast corner of future Coit Road and Marilee Road (HC Celina 414, LLC.),

4. Collin CAD Property ID 2839563, being an approximate 16.77 acre tract of land in Collin County, Texas, legally described as Abstract No. A0533 in the W. C. Lewis Survey, Tract 1; generally located east of future Coit Road and approximately 835 feet north of future Stallcup Boulevard (HC Celina 414, LLC.),

5. Collin CAD Property ID 2839564, being an approximate 74.43 acre tract of land in Collin County, Texas, legally described as Abstract No. A0931 in the T & P Ry Co Survey, Tract 1; generally located at the northeast corner of future Coit Road and future Stallcup Boulevard (HC Celina 414, LLC.),

6. Collin CAD Property ID 2689584, being an approximate 20.10 acre tract of land in Collin County, Texas, legally described as Abstract No. A0394 in the Daniel Howell Survey, Tract 38; generally located at the southeast corner of future Roseland Parkway and FM 455 (Narla, Srinivasa & Indumathi),

7. Collin CAD Property ID 2657698, being an approximate 13.55 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 5; generally located approximately 350 feet south of future Stallcup Boulevard and 1,365 feet west of future Custer Road (JML Cattle Company LLC),

8. Collin CAD Property ID 2658131, being an approximate 10.45 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 6; generally located north of County Road 106 and approximately 1,400 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust),

9. Collin CAD Property ID 2674385, being an approximate 7.73 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 7; generally located north of County Road 106 and approximately 1,015 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust Custodian FBO James L LaBorde),

10. Denton CAD Property ID 173394, being an approximate 5.01 acre tract of land in Denton County, Texas, legally described as Abstract No. A0969A in Norwood, Tract 1(B); generally located west of Smiley Road and approximately 2,591 feet north of future Punk Carter Parkway (Fonseca, Maria Rocio),

11. Denton CAD Property ID 52870, being an approximate 18 acre tract of land in Denton County, Texas, legally described as Abstract No. A0211A in Cowan, Track 36 and Old DCAD, Sheet 2, Tract 7; generally located east of Smiley Road and approximately 1,945 feet north of future Punk Carter Parkway (18 Farm on Smiley Rd LTD), and

12. Denton CAD Property ID 173398, being an approximate 1.61 acre tract of land in Denton County, Texas, legally described as Willow Wood, Lot 1; generally located at the southwest corner of Smiley Road and FM 428 (Sadeghian, Khosrow TRTS of Kamy Real Property Trust).

M. Conduct a public hearing to consider and act upon ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 88 acres to Agricultural District (AG), generally located west of Custer Road, east of FM 1385, north of future Punk Carter, and south of Stallcup Boulevard. (Bray Remainder– Zoning) (Mohan)

N. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Cambridge Crossing Public Improvement District Service and Assessment Plan, including the Phase #2 assessment roll; making a finding of special benefit to property within Phase #2 of the Cambridge Crossing 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 #2 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Cambridge Crossing Phase #2 – PID Levy Ordinance) (Pollard)

O. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Lakes at Mustang Ranch Public Improvement District Amended and Restated Service and Assessment Plan, including the Phase #6 assessment roll; making a finding of special benefit to property within Phase #6 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 #6 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Mustang Lakes Phase #6 – PID Levy Ordinance) (Pollard)

IX. ACTION ITEM:

A. 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 2022", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. (Bromiley)

B. Consider and act to award bid 2022-0153 for the Downtown Overflow Parking Lot project at the unit prices listed to Greeniverse Construction LLC., in an amount not to exceed $862,122.43. (Berry)

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

D. Consider to provide direction to Staff concerning the evaluation of current City board and commission members and act on a resolution of the City Council of the City of Celina, Texas relating to removals, appointments and reappointments to City boards and commissions; and providing an effective date. (Satarino)

E. Consider and act on a Resolution appointing City Council liaisons to City Advisory Boards and Commissions. (Satarino)

F. Motion to confirm the recommendation of a member to the Regional Transportation Council. (Satarino)

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: June 9, 2022 at 3:00 p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

_____ _____

Lauren Field, TRMC Date Notice Removed
Deputy City Secretary, City of Celina, TX

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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:	June 14, 2022
Re:	Noise Ordinance Revision

Action Requested:
Presentation regarding the Noise Ordinance Revision. (McAfee)

Background Information:
The noise ordinance was last updated in 2020 to consolidate various departmental regulations for consistency. This revision is primarily a result of research regarding batch plant operations. Please refer to the attached for further information.

Supporting Documents:
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

NOISE ORDINANCE

Update

City Council – Work Session
June 14, 2022



BACKGROUND

- In 2020, the City last revised its Noise ordinance to consolidate various departmental regulations for consistency and clarity
- Legal performed extensive research regarding batch plants in order to provide the latest and greatest regulations possible concerning their operations
- Proposed revisions are a result of that effort
- All revisions conform with court rulings regarding noise ordinances

Attachment: Staff Presentation (Noise Ordinance Revision)

EXISTING ORDINANCE OVERVIEW

- Construction noise is restricted between the hours of 7 PM and 7 AM
- “Quiet” construction activity is permitted 24 hours
- After-hour permits are regulated, yet routine during certain times of the year
- Downtown has special live music privileges and restrictions
- An exemption process exists for special events
- Typical lawn equipment (*differentiated from construction*) is restricted 10 pm to 6 AM when within a residential district or within 150’ of a residential property line

Attachment: Staff Presentation (Noise Ordinance Revision)

PROPOSED ORDINANCE REVISIONS

- Added a definition section
- Created a quiet zone for schools, hospitals, libraries, etc.
- Enhanced protections for residential areas
- Provided clarity for construction and batch plant noise
- Other administrative best practices (e.g. procedural due process)

Attachment: Staff Presentation (Noise Ordinance Revision)

POLICY CONSIDERATIONS

- Balancing the interests of residents and construction is both challenging and important
- Residents have the right to file a noise complaint through the Municipal Court
- Absent city regulation, State law's universal standard is 85 decibels
- Two (2) approaches are common – objective standard, or a subjective standard (Celina has a blended approach); both approaches have pros and cons to administration and enforcement

Attachment: Staff Presentation (Noise Ordinance Revision)

NEXT STEPS

- Staff will place the final revised ordinance on the July agenda, pending this evening's discussion and feedback

Attachment: Staff Presentation (Noise Ordinance Revision)

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, REPEALING THE CITY'S CODE OF ORDINANCES, CHAPTER 8, OFFENSES AND NUISANCES; ARTICLE 8.04 NOISE; AND PROVIDING A NEW ORDINANCE FOR THE REGULATION OF NOISE DISTURBANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR A REPEAL; PROVIDING A PURPOSE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR TERRITORIAL APPLICATION; PROVIDING FOR COMPLIANCE BY CONTRACTORS AND PROPOSED DEVELOPMENTS; PROVIDING FOR CITY CONTRACTS TO BE CONDITIONED UPON COMPLIANCE; PROVIDING DEFINITIONS; PROVIDING FOR SPECIFIC NOISE DISTURBANCE PROHIBITED; PROVIDING FOR AFFIRMATIVE DEFENSES; PROVIDING FOR PERMITS OF VARIANCE; PROVIDING FOR APPEALS; PROVIDING FOR PENALTY NOT TO EXCEED $2,000 PER OFFENSE PER DAY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION, ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has determined that Chapter 8, Offenses and Nuisances, Article 8.04 of the City's Code of Ordinances, containing the noise ordinance, should be repealed in its entirety to be updated to minimize exposure to the physiological and psychological harm of excessive noise and to protect, promote, and preserve the public health, comfort, convenience, safety, and welfare; and

WHEREAS, it is the express intent of the City Council to control the level of noise in a manner which promotes commerce, protects the sleep and repose of citizens, and preserves the quality of life and the environment; and

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

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

Attachment: Draft Ordinance (Noise Ordinance Revision)

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
REPEAL AND ADOPTION OF NEW SECTION 8.04

Chapter 8, Offenses and Nuisances, Article 8.04, Noise, is repealed in its entirety and the following Article 8.04 is hereby enacted:

ARTICLE 8.04 NOISE

Sec. 8.04.001 Territorial Application

This article shall be applicable within the corporate limits of the city and further within the area immediately contiguous and adjacent to the city limits, extended for a total distance of 5,000 feet; provided, however, that this article shall not apply within any portion of said 5,000-feet area which is contained within the territory of any other municipal corporation. Any reference to the "city" within this article shall apply to the area described herein.

Sec. 8.04.002 Compliance By Contractors and Proposed Developments

It is the policy of the city that all contractors and subcontractors be required to comply with the provisions and intent of this article in their operations.

Sec. 8.04.003 City Contracts To Be Conditioned Upon Compliance

Any written agreement, purchase order, or instrument committing an expenditure of city funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, shall be subject to the provisions of this article, and the person or entity entering into the contract must operate, construct, conduct, or manufacture its business without violating this article including current contracts entered into prior to the adoption of this section.

Sec. 8.04.004 Definitions

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

Attachment: Draft Ordinance (Noise Ordinance Revision)

City. For purposes of this article 8.04, city shall include the corporate limits and the area described by Section 8.04.001 above.

Construction. Any site preparation, assembly, erection, substantial repair, alteration, or similar action (excluding demolition) of, to or on structures, improvements, utilities, property, public or private right-of-way surfaces, or similar property.

Demolition. Any dismantling, intentional destruction, or removal of structures, improvements, utilities, property, public or private right-of-way surfaces, or similar property.

Device. Any mechanism which is intended to produce, or which actually produces, noise when operated or handled.

Emergency vehicle. A motor vehicle used in response to a public calamity or to protect persons or property from an imminent exposure to danger.

Motor vehicle. Any vehicle propelled by mechanical power, such as, but not limited to, any passenger car, truck, truck-trailer, semi-trailer, camper, motorcycle, mini-bike, go-cart, dune buggy, or racing vehicle.

Noise disturbance. Any sound which disturbs, or which causes or tends to cause an adverse psychological or physiological effect upon, the sensibilities of a reasonable, prudent, adult person; any unreasonably loud or disturbing noise which is offensive to the sensibilities of a reasonable, prudent, adult person; and any unreasonably loud or disturbing noise which renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

Noise disturbance per se. Not requiring extraneous evidence or support to establish the existence of a noise disturbance.

Nonresidential district. Any district not classified by the city's zoning ordinance as containing residential homes, apartments, townhomes, condominiums, or similar property.

Person. Any individual, firm, association, partnership, corporation, or any other entity, public or private.

Power equipment. Any motorized electric or fuel powered equipment, including but not limited to, tractors, lawnmowers, and other similar device or equipment.

Powered model vehicle. Any self-propelled airborne, waterborne, or land borne plane, vessel, or vehicle, which is not designed to carry persons, including, but not limited to, any model airplane, boat, car, or rocket, including but not limited to those powered by internal combustion engines, whether tethered or not.

Property boundary. An imaginary line exterior to any enclosed structure, at the ground surface and its vertical extension, which separates the real property owned by one person from that owned by another person.

Quiet zone. Property on which a school, hospital, clinic, library, or other noise disturbance sensitive facility is operated.

Residential district. Any district classified by the city's zoning ordinance as containing residential homes, apartments, townhomes, condominiums, mixed-use development, or similar property.

Attachment: Draft Ordinance (Noise Ordinance Revision)

(b) All terminology used in this article and not specifically defined above shall retain its meaning in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body and/or the latest volume of Webster's Collegiate Dictionary.

Sec. 8.04.005 Specific Noise Disturbance Prohibited

(a) No person shall allow, make, or cause to be made any unreasonably loud or disturbing noise in the city, which is offensive to the sensibilities of a reasonable, prudent, adult person, renders the enjoyment of life or property uncomfortable, interferes with public peace and comfort, or causes a noise disturbance as defined herein.

(b) The following list includes, but is not limited to, activities which can create unreasonably loud or disturbing noises in violation of this article, including activities which are noise disturbances per se, unless an exemption exists pursuant to section 8.04.006 or a permit of variance was first obtained as provided in section 8.04.007.

(1) Animals. Owning, keeping, possessing, or harboring any animal or animals which, by frequent or habitual noise making, unreasonably disturbs or interferes with the peace, comfort, or repose of the citizens of the city, or causes a noise disturbance as defined herein. The provisions of this article shall apply to all private or public facilities including any animal shelter or commercial kennel, which hold or treat animals.

(2) Radios, television sets, musical instruments, loud speaking amplifiers, and similar devices.

a. The using, operating, or permitting to be played, used, or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers, or other machine or device for the producing or reproducing of sound within a residential district or quiet zone, within 500 feet of any residence or quiet zone, or within the Downtown and Entertainment District as depicted on the map attached hereto as Exhibit A in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted before 7:00 a.m. on any day, after 11:30 p.m. on Friday and Saturday, or after 9:00 p.m. Sunday through Thursday.

b. The using, operating, or permitting to be played, used, or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers, or other machine or device for the producing or reproducing of sound within a nonresidential area in such a manner as to cause a noise disturbance.

c. The using, operating, or permitting to be played, used, or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers, or other machine or device that produces or reproduces sound for the purpose of attracting attention to any cause or demonstration, or to any performance, show, sale, or display of merchandise so as to attract attention to

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such cause, demonstration, or premises when such use is done in a manner which causes a noise disturbance.

d. The using, operating, or permitting to be played, used, or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers, or other machine or device on trucks or other moving vehicles for the purpose of attracting attention to any cause or demonstration, or for advertising any show, sale, or display of merchandise when such use is done in a manner which causes a noise disturbance.

(3) Outdoor Music Venue.

a. For purposes of this subsection(b)(3), the term outdoor music venue means a property in a nonresidential district allowing outdoor music venue as a use and where sound equipment is used to amplify sound that is not fully enclosed by permanent, solid walls and a roof. Prior to construction of an outdoor music venue, the owner must submit to the city of its approval a sound impact plan which must include sound mitigating design features, prescribed decibel levels and hours of operation, and any other elements required by the city manager or designee.

b. For outdoor music venues receiving a permit prior to the adoption of this subsection (b)(3), a second violation of this article by the owner or its agent shall entitle the city to require a sound impact plan and the construction of sound mitigation design features as determined by the city manager or designee.

(4) Vehicular sound amplification systems. Operating or controlling a motor vehicle in either a public or private place within the city and operating any sound device which is part of, or connected to, any radio, stereo receiver, compact disc player, cassette tape player, or other similar device in the motor vehicle, in such a manner that, when operated, it is audible at a distance of 30 feet, or when operated, causes a person to be aware of the vibration accompanying the sound at a distance of 30 feet from the source when such operation is done in a manner which causes a noise disturbance.

(5) Yelling, shouting, etc. The yelling, shouting, crying, hooting, whistling, or singing of peddlers, hawkers, or any other person within the city in such a manner as to cause a noise disturbance.

(6) Loading operations. The loading or unloading of any vehicle within the city in such a manner as to cause a noise disturbance.

(7) Construction/maintenance/industrial work.

a. Operating or permitting to be operated any motorized or non-motorized equipment used in construction, maintenance, repair, alteration, erection or demolition of buildings, structures, improvements, streets, alleys, lawns, golf courses, or appurtenances thereto within a residential district or quiet zone, or within 500 feet of any residence or quiet zone,

in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 7:00 p.m. and 7:00 a.m.

b. Operating or permitting to be operated any motorized or non-motorized equipment used in construction, maintenance, repair, alteration, or demolition work on buildings, structures, streets, alleys, lawns, golf courses, or appurtenances thereto within a nonresidential district in such a manner as to cause a noise disturbance.

c. Operating or permitting to be operated any gravel pit, rock crusher, or other machinery for the separation, gathering, grading, loading, or unloading of sand, rock, or gravel, within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 7:00 p.m. and 7:00 a.m.

d. Operating or permitting to be operated any gravel pit, rock crusher, or other machinery, equipment, and/or motor vehicle used for the separation, gathering, grading, loading or unloading of sand, rock, or gravel, and/or any other machinery, equipment, and/or motor vehicle used in the production of concrete or asphalt within a nonresidential district in such a manner as to cause a noise disturbance.

e. Operating or permitting the maintenance, servicing and fueling of construction equipment, and the delivery of construction related materials and/or equipment within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 7:00 p.m. and 7:00 a.m.

f. It is the responsibility of the developer/contractor to use good judgment when scheduling work in construction zones located in close proximity to residences, schools, churches, businesses, etc. This is to ensure that citizens are not subjected to undesirable or excessive construction noise. In addition to any other penalties provided by city ordinance, at locations where compliance is not being observed the city may issue written stop-work orders or may issue citations if it is determined that a violation of the ordinance exists.

g. For batch plants established prior to the adoption of this subsection (b)(7), a second violation of this article by the owner or its agent shall entitle the city to require a sound impact plan and the construction of sound mitigation design features as determined by the city manager or designee. To the extent the hours of operation in a planned development zoning ordinance, adopted by the city council prior to June 14, 2022, allowing a batch plant use conflict with the hours of operation in this article, the hours of operation in the planned development ordinance shall control.

(8) Power equipment.

a. Operating or permitting to be operated any power equipment (as defined herein and excluding construction equipment which is specifically regulated by subsection (b)(7) above) within a residential district or quiet zone, or within 500 feet of any residence or

quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. Operating or permitting to be operated any power equipment (as defined herein and excluding construction equipment which is specifically regulated by subsection (b)(7) above) within a nonresidential district in such a manner as to cause a noise disturbance.

(9) Motor vehicles – repairs or testing.

a. The repairing, rebuilding, modifying, or testing of any motor vehicle (including off-road vehicles) or watercraft within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. The repairing, rebuilding, modifying, or testing of any motor vehicle (including off-road vehicles) or watercraft within a nonresidential district in such a manner as to cause a noise disturbance.

(10) Motor vehicles – running loud or out of repair.

a. The use of any motor vehicle or other vehicle so out of repair, so modified, or so loaded, which emits or creates loud or unnecessary grading, grinding, or rasping noise, the excessive spinning of the tires, or the racing of a motor vehicle engine unnecessarily within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. The use of any motor vehicle or other vehicle so out of repair, so modified, or so loaded, which emits or creates loud or unnecessary grading, grinding, or rasping noise, the excessive spinning of the tires, or the racing of a motor vehicle engine unnecessarily within a nonresidential district in such a manner as to cause a noise disturbance.

(11) Motor vehicles – Exhaust. The discharge into the open air of the exhaust of any motor vehicle in such a manner as to cause a noise disturbance, except as discharged through a muffler or other device which effectively and efficiently prevents loud and unusual noises and annoying smoke.

(12) Impulsive sources. Causing impulsive sound sources including, but not limited to, the use of fireworks, explosives, the firing of guns, or other explosive devices within the city in such a manner as to cause a noise disturbance. This is not intended to preclude, repeal or amend any existing ordinances prohibiting such acts.

(13) Powered model mechanical devices.

a. The flying of powered model vehicles, the firing or operating of model vehicles, or other similar noise producing devices, within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. The flying of powered model vehicles, the firing or operating of model vehicles, or other similar noise producing devices within a nonresidential district in such a manner as to cause a noise disturbance.

(14) Refuse compacting vehicles. Operating or permitting to be operated any refuse compacting, processing, or collection vehicle or parking lot sweeper in any residential district or quiet zone, or within 500 feet of any residence or quiet zone in such a manner as to cause a noise disturbance between the hours of 10:00 p.m. and 7:00 a.m.

(15) Quiet zone. Creating a noise disturbance within or on any street adjacent to any quiet zone.

(16) Vibration. Using or causing the use of any device that creates any ground vibration which is perceptible without instruments at any point on or beyond the property boundary of the source.

(17) Stationary nonemergency signaling devices. Sounding or permitting the sounding of any electronically activated or amplified signal from any stationary bell, chime, siren, whistle, or similar device, intended primarily for nonemergency purposes, from any place for more than five minutes during any consecutive 60-minute period which causes a noise disturbance. Except such signaling device is allowed if used as a danger signal, and/or as required by law if vehicle is backing, starting, or turning in such a way as to likely cause a collision, unless conducted between the hours of 10:00 p.m. and 7:00 a.m.

Sec. 8.04.006 Affirmative Defenses

The following shall be an affirmative defense to prosecution for a violation of this article:

(a) The sound was produced by safety signals, storm warning sirens or horns, and the testing of such equipment, emergency vehicle sirens or horns used when responding to an emergency, and emergency pressure relief valves;

(b) The emission of any sound was caused in the performance of emergency or public service work, including police, fire, and public utility operations, acting in the performance of lawful duties to protect the health, safety, or welfare of the community;

(c) The sound was generated by natural phenomena;

(d) Activities conducted in or upon public parks or public property that are approved, sponsored, and/or sanctioned by the city in writing; and/or

Attachment: Draft Ordinance (Noise Ordinance Revision)

(e) The sound was generated as authorized under the terms of a permit issued under section 8.04.007 below.

Sec. 8.04.007 Permits of Variance

(a) The city manager, or his or her designated representative, is authorized to grant permits for relief of any provision in this article on the basis of undue hardship in cases where:

(1) The sound source will be of short duration and the activity cannot be conducted in a manner as to comply with this article;

(2) Additional time is necessary for the applicant to alter or modify their activity or operation to comply with this article; or

(3) No reasonable alternative is available to the applicant.

(b) The city manager, or his or her designated representative, may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects and may suspend any permit issued for violating any provisions prescribed in the permit of variance.

(d) The fee to be charged to each applicant for processing permit applications shall be established by the city manager or adopted into the fee schedule.

Sec. 8.04.008 Appeals

(a) Any applicant who has been denied a permit of variance or any permittee whose permit has been suspended, shall have the right to a hearing before the City Council.

(b) Requests for a hearing shall be made in writing and received by the city manager, or his or her designated representative, within ten days of the date of the denial or the date of the notice of the suspension. The city manager may review the appeal at a staff level and has the authority to reject the action of his or her designated representative and order that a permit be granted or to reinstate a suspended permit. However, should the city manager uphold the denial or suspension of a permit, he or she shall, or his or her designated representative shall, schedule a hearing before the City Council within 30 days of receipt of the request.

(c) The City Council shall have the authority to review all pertinent files and information regarding the applicant/permittee which are in the custody of the city manager or his or her designated representative. Additionally, the City Council shall have the authority to accept written and verbal testimony from the city manager, his or her designated representative, any appropriate city staff member, applicant/permittee, and interested citizens. The City Council shall also have the authority to place time restrictions on the testimony to be given at the hearing.

(d) The City Council shall have the authority to assess whether the city manager, or his or her designated representative, acted properly within the powers granted under this article in the denial

or suspension of a permit. A majority vote of a quorum of the City Council shall determine whether to uphold or reject the city manager's or his or her designated representative's action. Upholding the action of the city manager, or his or her designated representative, shall affirm the denial or suspension. Rejection of the city manager's or his or her designated representative's action shall automatically grant a permit or reinstate a suspended permit. The decision of the City Council shall be final.

(e) No person whose permit has been denied or suspended, shall create or allow the creation of the noise disturbance in dispute prior to final determination by the City Council.

Sec. 8.04.009 Penalty

A violation of this ordinance shall be a Class C misdemeanor and the penalty for any person violating any of the provisions of this article for which no specific penalty is prescribed shall be subject to section 1.01.009 of the Code of Ordinances of the City of Celina Code of Ordinance, which shall be a fine of not less than one dollar ($1.00) and no more than five hundred dollars ($500), and each day a violation exists shall be a separate offense.

Sec. 8.04.010 Injunctive Relief

In addition to and accumulative of all other penalties, the city shall have the right to seek injunctive relief for any and all violations of this article.

Sec. 8.04.011 Purpose

The purpose of this article is to make it unlawful for any person or entity to make, cause to be made, or allow any unreasonably loud and disturbing noise of such a character, intensity, and duration as to be detrimental or offensive to the ordinary sensibilities of the citizens of the city, and/or which renders the enjoyment of life, health, or property uncomfortable, or interferes with the public peace and comfort.

Sec. 8.04.012 Enforcement

The City Council authorizes all law enforcement officers and code enforcement officers of the city to enforce this article and authorizes all actions allowed by law to be taken to ensure compliance. The city manager and chief of police shall have the authority and responsibility to oversee that proper enforcement actions are taken by authorized city personnel.

SECTION 4
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or

Attachment: Draft Ordinance (Noise Ordinance Revision)

lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances, "Article 8.04, Noise" which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but maybe prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

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

SECTION 7
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this the ____ day of _____, 2022.

_____

Attachment: Draft Ordinance (Noise Ordinance Revision)

Sean Terry, Mayor

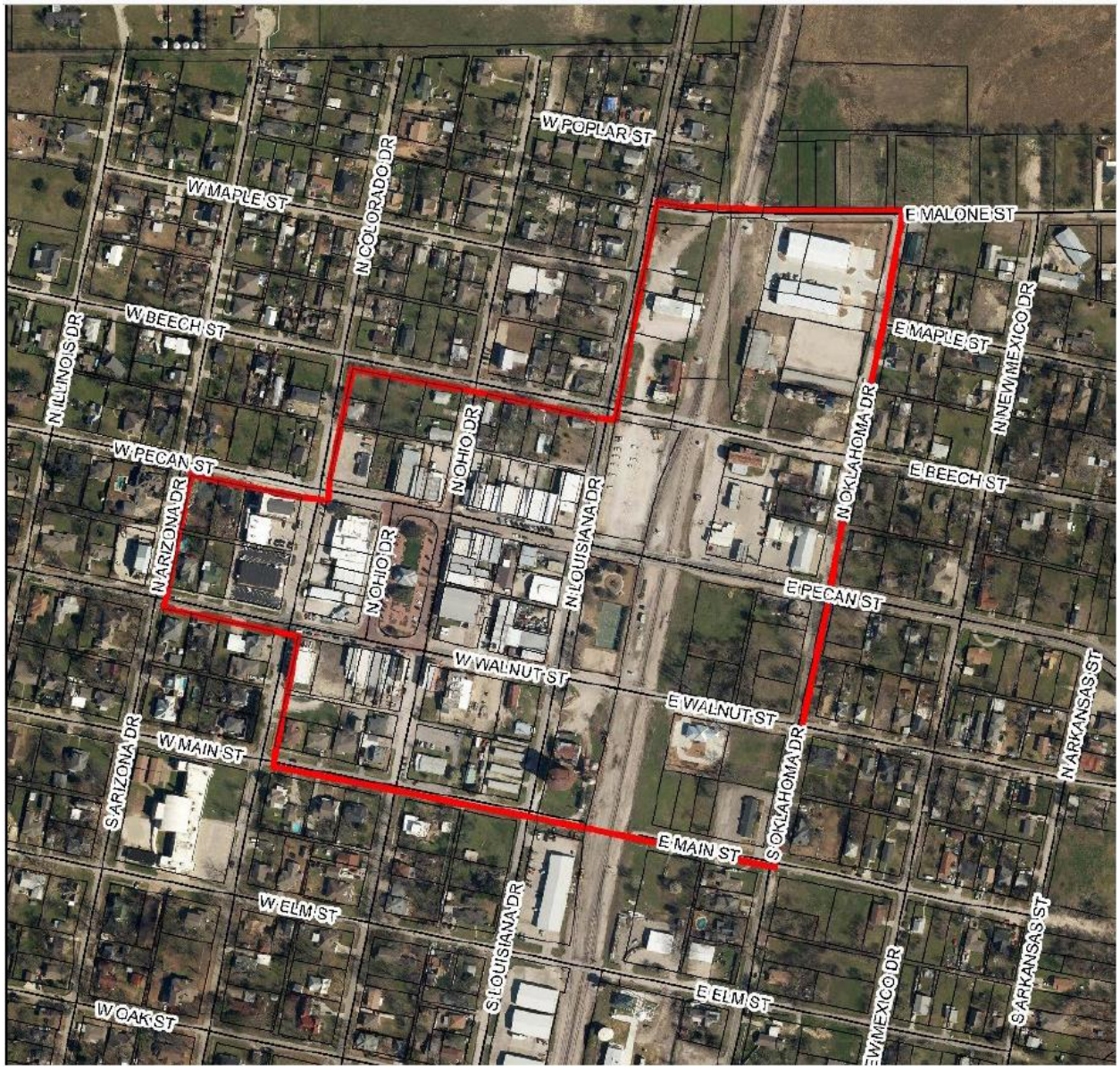
ATTEST:

_____
Lauren Field, Interim City Secretary

Attachment: Draft Ordinance (Noise Ordinance Revision)

EXHIBIT A

Downtown and Entertainment District



Attachment: Draft Ordinance (Noise Ordinance Revision)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Public Improvement District (PID) Policy Discussion

Action Requested:
Discussion on proposed Public Improvement District (PID) Policy. (Stovall)

Background Information:
Public Improvement District (PID) Policy Discussion

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Public Improvement District (PID) Policy

Staff Recommendation:

Life Connected.

CITY OF CELINA

PUBLIC IMPROVEMENT DISTRICT (PID) POLICY

OVERVIEW

Pursuant to the Texas Local Government Code Chapter 372 (the "PID Act"), Public Improvement Districts ("PIDs") provide the City of Celina (the "City") an economic development tool that permits the financing of qualified public improvement costs that confer a special benefit on a definable part of the City. The costs of the capital improvements are paid entirely by property owners within the Public Improvement District that receive special benefits from the capital improvements. A PID may only be used to pay for qualified public improvements under the PID Act.

A PID is a defined area of properties, whose owners have petitioned the City to form a PID. City Council establishes a PID by adoption of a resolution after a public hearing. The public hearing is publicized, and written notification of the hearing is mailed to all property owners in the proposed PID. By petition, the owners pledge to pay a special assessment in order to receive enhanced services and/or improvements within the PID, to the extent permitted by the PID Act. The PID must demonstrate that it confers a benefit to the properties within the PID.

PURPOSE AND INTENT

The purpose and intent of this Policy is to provide the policy parameters for establishment and use of PIDs within the City or its ETJ and to outline the issues to be addressed before the City Council can support the establishment of a PID. The City Council supports the use of PIDs to create sustainable developments with a higher level of public improvements than exists in a typical development that meets the City's minimum standards. PIDs are a viable tool for financing public improvements that allow developers to allocate funds towards unique neighborhood design, enhanced open spaces, and enriched neighborhood amenities. **Within the City, PIDs should be self-supporting, should not place administrative burdens on the City nor involve management or oversight by the City for their daily activities.**

PIDs enable the City to allocate costs of improvements to future residents who most directly benefit from such improvements. Therefore, should any type of special financing options be proposed as permitted within Texas Local Government Code, PIDs are the City's preference. Other special financing options but not limited to Tax Increment Reinvestment Zones (TIRZ), Municipal Utility Districts (MUDs), and Municipal Management Districts (MMDs) should be discouraged. City Council shall only grant these other special financing options on a case-by-case basis. The Developer shall prove the development will generate greater economic development benefits to the City beyond the normal development or the use of a PID. City Council reserves the ultimate right to approve or disapprove any special financing options as permitted under state law.

Attachment: City of Celina- PID Policy Draft TB. JYF. 6.7.22 Final (Public Improvement District (PID) Policy Discussion)

PID OBJECTIVES

The PID Act allows for PID funds to be used, among others, in the construction of roadways, water, wastewater, drainage, landscaping, parks, and expenses incurred in the establishment, and administration of the PID. Generally, a PID may be created for proposals that:

* Meet or preferably enhance the City's Comprehensive Plan, Master Thoroughfare Plan, Capital Improvement Plan, and Parks and Trails Master Plan;
* Exceed the City's requirements for neighborhood design as detailed in the Neighborhood Vision Book;
* Are master-planned that include multiple types of single family residential, multifamily residential and/or mixed use while not generally used for multifamily residential and/or commercial.
* Are within the ETJ so long as the property owners have successfully petitioned for voluntary annexation.
* Priority will be given to PID improvements:
    a. In support of development that will generate greater economic development benefits to the City beyond the normal development;
    b. That provide enhanced aesthetic features (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage);
    c. That meet specific community needs (e.g., enhanced drainage improvements, parks and off-street public parking facilities, wastewater and or water on or off-site upsizing of line improvements) and,
    d. Which provide contributions towards the City's Capital Improvement Plans. The City Council, upon City staff recommendation, shall have the authority to consider other projects that may be different from those listed above in accordance with the applicable state law. Furthermore, the City Council reserves the right, on a case-by-case basis to approve or disapprove the PID application.

GENERAL

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a Developer's actual, documented costs required to serve the development;
2. PIDs must be financially self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration or the construction of PID improvements. If any City costs are incurred for the aforementioned items, those costs may be reimbursed by PID assessments as allowed by law. Additionally, the PID will not increase the cost of any aspect of City service delivery.
3. A PID's budget shall include sufficient funds to pay for all additional costs incurred by the City above its normal operational costs, including additional administrative and/or operational costs. The City will require a Developer to enter into a Professional Service Agreement, a form of which is attached hereto as Attachment B, and pre-fund an escrow fund in order to cover fees related to the PID before such time as assessments may be levied. The payment of fees is not a guarantee that the City will approve the PID. The fees will pay for such costs as:
    a. Reviewing the PID petition.

Attachment: City of Celina- PID Policy Draft TB. JYF. 6.7.22 Final (Public Improvement District (PID) Policy Discussion)

b. Publishing related notices.
c. Preparing and reviewing the appraisal, the initial service and assessment plan, and the market feasibility study, including the costs of all services provided by City consultants, attorney, bond counsel and financial advisor.
d. Bond issuance.
e. Review and approval of plan for and inspection of construction of PID improvements.
f. Procurement of contracts for PID administration and operation, collections of assessments, foreclosures, etc.
g. The City's ongoing administrative and operational costs related to an approved PID, such as collection of PID assessments, review and approval of service and assessment plan updates, and other costs shall be reimbursed by PID assessments. The City's costs shall be determined on an annual basis.
h. Administration and management of ongoing PID responsibilities, such as preparations and updating of the service and assessment plan, issuance of notices for annual City Council action on the service and assessment plan and other related matters shall be paid by PID assessments and performed by a third party under contract with the City.

4. The City will use PID bond proceeds or assessment revenues only to pay or to reimburse the cost of PID improvements that have been designed and constructed to the standards of the governmental entity responsible for them.

5. A Landowner's Agreement must be recorded in the Official Public Records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of assessments on the property in accordance with the provisions of the Texas Property Code. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing assessment or a pro rata share thereof. Costs related to the filing will be reimbursed to the City.

6. No PIDs will be allowed to be created that overlap the boundaries of another PID.

7. PID boundaries of an existing PID can be dissolved and recreated to incorporate the larger boundaries provided no assessments have been levied and such requests meet the minimum criteria for PID creation according to State Law and this Policy. No other boundary changes outside the above provision shall be approved by City Council.

8. Property owned by the City of Celina, Celina ISD, Prosper ISD, Denton County, Collin College and/or Collin County that is located in the boundaries of the PID shall not be subject to any assessment by the PID, to the maximum extent permitted by law.

9. The PID must not impact the City's bond ratings, cost of capital or access to capital. The Developer shall be required to pay costs to offset any impact on the City's ability to issue qualified-tax-exempt-obligations because of the issuance of bonds related to the PID.

10. All persons selling land in a PID must include a "title encumbrance" which notifies any prospective property owner of the existence or proposal of special assessments on the property. All closing statements must specify who is responsible for payment of the PID assessment on a pro rata share. Additionally, notices required by the Texas Property Code must be provided to a prospective purchaser in connection with the purchase and sale of real property within the PID.

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ESTABLISHMENT OF PIDS

Following is a summary of the major steps involved in the establishment of a PID. Detailed steps are included in Attachment A.

Professional Services Reimbursement Agreement

If the City determines, in its sole discretion, that one is needed, a Professional Services Agreement (PSA) will be entered into with the Developer (template attached as Attachment B). The PSA will require the Developer to initially deposit funds to pay for third-party consultants including, but not limited to, Bond Counsel, the City Land Use Attorney, Financial Advisor, PID Administrator, Appraiser, and Market Study Analysis. Additional deposits will be required when the deposit balance meets a minimum threshold as described below. Funds that have been expended for payment to the City's consultants are non-refundable. The unused balance will be rolled into the PID admin costs for the creation of the PID or refunded to Developer depending on circumstances.

PSA Deposits: Developer must pre-fund an escrow account with an initial amount specified by the City and additional incremental payments when the deposit balance falls below a minimum threshold determined by the City.

PID Petition

Petitions requesting establishment of a public improvement district must satisfy all statutory requirements under §372.005 of the Texas Local Government Code, as stated in Attachment C- Petition Requirements and Attachment D- Petition Template. The PID petition should be substantially similar to Attachment D. Stated below are additional requirements that supplement the Petition and shall be submitted to the City at time of Petition submission.

1. The basic terms and conditions for creation of the PID, including the provision of benefits to the property to be included within the PID as well as compliance with the objectives set forth in this Policy.
2. The petitioner's qualifications and previous experience with real estate development, financing of the development, prior PIDs, etc.
3. A legal description of the boundaries of the PID, a black and white map of the PID boundaries suitable for publication for the legal notices and a "commonly known" description of the area to be included in the District.
4. A current tax roll of the owners in the PID.
5. Any plan for phasing of both the real estate development supported by the PID and construction of public improvements in the PID.
6. Indication of the estimated costs of the proposed improvements (in dollars, $)
7. Indication of the Maximum Assessment (in dollars, $).
8. Maximum Bond Issuance (in dollars, $)
9. Maximum Tax Rate Equivalent (in cents per 100, $).

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10. A sunset clause, and a pre-executed petition to dissolve the PID by the landowner in the event levies are not assessed to assessment rolls within at the latest, three (3) years.
11. Contingency plan to address the maintenance or disposition of PID improvements and or property that has not been dedicated to the public if a PID is dissolved.
12. Evidence that the petition's signatures meet the state law requirements, or the petition will be accompanied by a reasonable fee to cover the city costs of signature verification.
13. A section, which clearly identifies the benefit of the PID to the affected property owners.
14. Specified assurances to the City that the construction of improvements in the public right-of-way will be maintained by the PID and in no way obligates the City to future maintenance or operational costs, unless otherwise stated in a subsequent agreement.
15. Statement that the petitioners understand that the annual budget for the District is subject to review by City staff with final approval by the City Council.
16. A certified check for the application fee, as referenced in the Master Fee Chart, will be paid by the applicant to reimburse the City for the cost of evaluating the petition. This application fee must be paid in full when the petition is submitted to the City for evaluation and review.
17. Application fees and a Professional Services Agreement are intended to pay for all costs incurred by the City that are associated with establishing the PID including, but not limited to: fees for City staff, City Attorney, Financial Advisor, PID consultant fees, bond attorney fees, independent appraisal fees, engineering costs, and all other reasonable and appropriate expenses, which shall be replenished by the Developer once initial funds are expended, as described above.
18. All estimated costs must be identified before a decision is reached on a request to establish a PID. Costs to be identified include costs related to establishing the District; costs for maintenance, operations and administration; and costs for later revision, repair or replacement of any improvements.
19. PID petitions for new residential developments must contain a minimum of 300 lots and be located in the city limits or in the City's extraterritorial jurisdiction (the "ETJ"). If the land is in the City's ETJ, the landowner must voluntarily annex into the City of Celina, Texas.
20. The PID will be managed by the municipality. No petition will be accepted that identifies the district management to belong to a county or by the private sector.
21. PID petitions shall include this additional note: " With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted."
22. The submittal of a petition letter that is signed not more than six months preceding submittal of PID application by:
    a. Owners of taxable real property representing 100 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,

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b. Record owners of real property liable for assessment under the proposal who constitute 100 percent of all record owners of property that is liable for assessment under the proposal; or own taxable real property that constitutes more than 75% of the area of all taxable real property that is liable for assessment under the proposal.

PID Administration/Service and Assessment Plan

1. The City will contract with a qualified third-party company to manage and administer the PID, subject to oversight by City staff. The selection of the third-party administrator will be the sole responsibility of the City.
2. The PID Administrator will coordinate with the City to prepare the Preliminary Service and Assessment Plan ("SAP") based on an Engineer's opinion of probable costs of the public improvements to construct and complete the project. The parameters of the SAP will be based on the City staff's direction regarding the amount to be reimbursed relative to the type of PID, the Policy objectives, and the recommendation of the City's consultants. The PID Administrator will also complete the annual update to the SAP (annual PID budget), which will be submitted to the City Council for consideration in accordance with the PID Act. An approved SAP and each annual update to the SAP will be filed by the City with each County in which the PID resides within seven days of its approval.

Maximum Assessment

The maximum assessment per $100 valuation, when added to the total (City, County, School, etc.) tax rate, may not exceed the highest total tax rate in effect for any property in the City.

The maximum assessment will be set on a case-by-case basis to account for the periodic changes in the real estate and bond market as well as other project specific requirements or targets the City may want to consider.

Tax rates are subject to change annually. City staff may update the applicable maximum tax rates each year and such annual updates shall not require formal amendment to this policy.

Collection of Assessments

The City will enter into an agreement, as applicable, with the appropriate tax collecting entity (i.e. the entity collecting the City ad valorem taxes) to include the annual assessments on the appropriate property tax bill. If such agreement is not feasible, the City will pursue other available alternatives for collecting the assessments and annual installments.

Disclosure to Homeowners

To satisfy disclosure to homeowners, the City will require the petitioner to comply with each of the following:

* Landowner's Agreement to be recorded in the Official Public Records of the applicable County.
* Signage and information flyers for use at sales offices and model homes as provided by City's PID Administrator.

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* Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code, as amended, to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City.
* Requirement to provide notice of the PID to builders in addendum to contracts and to disclose the PID on any MLS listing.

CAPITAL PIDS

The City may consider a petition and application for the Capital PID structure. Capital PIDs are those that are established to construct infrastructure within a development. There are two types of Capital PIDs:

* *Reimbursement PID:* The Developer pays for the infrastructure up front and is reimbursed from assessments collected over time.
* *Bonded PID:* The City issues special revenue bonds for the construction of improvements and/or reimbursement to the Developer and such bonds are repaid from assessments collected annually.

Capital PIDs have a termination date of either the maturity of the bonds for Bonded PIDs, or repayment to the Developer for Reimbursement PIDs as described in an applicable reimbursement agreement.

The maximum term for PID special assessments to be levied for a single-phase development shall not exceed 30 years (payments made toward the principal). The maximum term for PID special assessments to be levied for a multiple-phase development shall not exceed 30 years (payments made toward the principal) for each phase of development requiring separate PID assessment levy.

The principal amount of an assessment for a Capital PID may be paid in full or in part by the property owner at any time without any prepayment penalty.

Specifics of Bonded PID

If the City issues PID Bonds for the Developer to construct the improvements, the following must be met:

* Minimum value to lien ratio of 3:1 based on an independent third-party appraisal, such appraiser to be approved by the City. On a case-by-case basis, the City Manager may recommend to City Council and City Council may approve a higher value to lien ratio should the City Manager review and determine that such a rate is appropriate for the proposed development.
* To the extent feasible, preliminary design and engineering work for public improvements to be funded with PID Bonds shall be completed prior to the levy of assessments.
* Developer is required to provide a cash deposit at closing of the PID Bonds, which represents the difference between the budgeted cost to complete the public improvements for the applicable phase of development assumed to be complete in the appraisal and the net project proceeds of the PID Bonds. In addition, the Developer will be required to fund at closing of the PID Bonds any private improvements needed in order to produce a finished lot. The cash deposit will be determined by the City (in consultation with its financial advisors, consultants and participating underwriters) on a case-by-case basis.

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* The Bonds must be approved by the Texas Attorney General's office.

Other Financing Considerations

1. PID Bonds may be issued in advance of construction as a whole or on a phase-by-phase basis subject to compliance with the applicable standards.
2. General Obligation Bonds or Certificates of Obligation will not be utilized by the City to fund or support a PID.
3. All proposed initial and subsequent PID Bond issues for a project, if any, will be subject to approval by the City Council.
4. **The City shall not be obligated to provide funds for any improvement except from the proceeds of the PID Bonds and assessments and no other City funds, revenues, taxes, income, or property shall be used and the PID Bonds shall never constitute an indebtedness or general obligation of the City, the State, or any other political subdivision of the State but shall be limited and special obligations payable solely from the assessments to be collected.**
5. Each PID Bond Indenture will contain language explicitly precluding the City from making any debt service payments for the PID Bonds other than from available assessment revenues. There will be no tax pledge from the City to support PID Bonds.

Developer Reimbursement

1. The Developer will submit expenses for reimbursements, no more frequently than monthly, in accordance with the requirements of the applicable financing or construction funding agreement.
2. The City's appointed designee(s) will verify the eligibility and validity of such reimbursement requests in accordance with the applicable agreements and/or PID documents.
3. Once expenses have been verified, payment will be processed within the timeframe stipulated in the applicable agreements and/or PID documents.

Assessment Term/Bond Term

The maximum term of a Capital PID assessment is not to exceed 30 years (payments made toward the principal) and the assessment term must equal the bond term.

Miscellaneous

1. Severability: If any section, subsection, sentence, clause, phrase, or word of this Policy is declared unconstitutional or invalid for any purpose, the remainder of this Policy shall not be affected.
2. Any exceptions or waivers to this Policy must be approved by the City Council.
3. The City shall, upon reasonable prior written notice to the Developer and during normal business hours, have the right to audit and inspect the Developer's records, books, and all other relevant records related to reimbursements through the PID. All parties agree to maintain the appropriate confidentiality of such records,

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unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law, municipal ordinance, or at the direction of the Office of the Texas Attorney General.

Attachments:

Attachment A: Projected Timeline and Responsible Parties

Attachment B: Profession Services Agreement

Attachment C: PID Petition Requirements

Attachment D: Petition

Attachment: City of Celina- PID Policy Draft TB. JYF. 6.7.22 Final (Public Improvement District (PID) Policy Discussion)

ATTACHMENT A

CITY OF CELINA

Public Improvement District (PID)

Projected Timeline

Responsible Parties

BC - Bond counsel

CA - City attorney

CC- City Council

CS - City staff

CSEC- City Secretary

DC - Developer's counsel

DEV - Developer

DE - Developer Engineer

DD - Due diligence sub-committee includes the underwriter, underwriter's counsel and others as needed.

MA - Market consultant

MC - MuniCap

UW - Underwriter

UC - Underwriter's counsel

INV - Investor

Team – BC, CA, CS, DC, DEV, MC, DD

TASK	PARTY RESPONSIBLE
PHASE I PLAN OF FINANCE	
Preparation of PID bond projections and feasibility analysis:	
Prepare and distribute draft PID projections	MC
Conference call to discuss projections	MC/DEV
Prepare and distribute updated PID projections	MC
Conference call to discuss projections	MC/DEV
Revise and distribute final PID projections	MC
Preparation of Preliminary Service and Assessment Plan (SAP):	
Draft assessment methodology	MC
Conference call to discuss assessment methodology	MC/DEV

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Revise assessment methodology and prepare assessment roll	MC
Conference call to finalize content of Preliminary SAP	MC/DEV

PHASE II GOVERNMENT APPROVAL

Public Improvement District (PID)

Draft Development Agreement	CA
Conference call to discuss Development Agreement	DC/CA
Finalize Development Agreement	DC/CA/BC/MC
Adopt Development Agreement	CS/CC
Draft PID creation petition	DC/MC
File PID creation petition	DEV
Draft resolution accepting petition	BC/CA
Adopt resolution accepting the petition and calling public hearing on PID creation	CC
Draft resolution creating PID	DC/CA/BC
Hold public hearing on PID creation	CC
Adopt resolution creating PID and file in land records	CC
Generate Opinion of Probable Costs	DEV/DE
Draft Service and Assessment Plan (SAP) and prepare assessment roll	MC
Draft resolution accepting the preliminary assessment hearing & setting levy and assessment hearing date	BC/CA
Accept resolution determining Opinion of Probable Costs with Preliminary SAP & sets levy and assessments hearing date	CS/CC
Filing of proposed Assessment Roll	DC/CSEC
Publish Notice of Levy and Assessment Hearing in newspaper	CS
Mail Notice of Levy and Assessment Hearing to all property owners in the proposed PID	CS
Draft Assessment Ordinances, Bond Ordinances, and other Agreements	BC/CA/DC
Public hearing on proposed Levy and Assessment	CS/CC
Discussion on, and adoption of, the Construction, Funding and Acquisition Agreements	CS/CC/CA/BC
Discussion of, and adoption of, Bond Ordinances and Final Offering Statements	CS/CC/CA/BC
Posting of Final Official Statements	UW

PHASE III ISSUANCE OF BONDS

Prepare first draft of market study	MA
Prepare second draft of market study	MA

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Conference call to discuss second draft of market study	MA, DD
Prepare final market study	MA

Opinion of Probable Cost

Prepare Opinion of Probable Cost	DE

Appraisal[1]

Select appraiser	DEV/UW
Send letter of instructions to appraiser	UW
Prepare first draft of appraisal	APP
Meeting to discuss appraisal	APP, DD
Prepare second draft of appraisal	APP
Conference call to discuss second draft of appraisal	APP, DD
Prepare final appraisal	APP

Assessed Value and Tax Increment Report

Start preparation of report on assessed value and tax increment projections	MC
Prepare first draft of report	MC
Meeting to discuss report	MC, DD
Prepare second draft of report	MC
Conference call to discuss second draft of report	MC, DD
Prepare final report on assessed value and tax increment revenues	MC

PREPARATION OF BOND DOCUMENTS

Prepare first draft of trust indenture	BC
Conference call to review trust indenture	Team
Prepare second draft of trust indenture	BC
Prepare first draft of construction, acquisition, and funding agreement; landowner agreement, and reimbursement agreement (if needed)	BC
Meeting to review documents	Team
Select trustee	CS/BC/UW
Prepare third draft of trust indenture and second draft of other agreements, if required	Team
Conference call to review documents	Team
Receive comments from trustee on trust indenture	Team

Attachment: City of Celina- PID Policy Draft TB. JYF. 6.7.22 Final (Public Improvement District (PID) Policy Discussion)

Prepare fourth draft of trust indenture and third draft of funding agreement, if required	BC/DC
Prepare form of legal opinions and other documents	DC/BC/CA
Conference call to review documents	Team
Final revisions to documents	BC/DC

MARKETING AND CLOSING OF BOND ISSUE

Prepare first draft of preliminary offering statement (POS)	UC
Conference call to review first draft of POS	Team
Prepare second draft of POS and first draft of bond purchase agreement (BPA)	UC
Conference call to review second draft of POS and BPA	Team
Send term sheet to potential investors and prepare short list of target investors	UW
Preparation of final POS and BPA	UC
Print POS	UW
Mail POS to potential investors	UW
Site visit with potential investors	Team/INV/ DE
Price bonds	UW
Levy Assessment and file assessment ordinance in land records	CC
Prepare final offering statement	Team
Bond closing	Team

[1]Depending on quality of market section and underwriter, a market study may need to be prepared in addition to the appraisal.

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ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT (PSA)

[COMPANY LOGO]

[Date]

[CONTACT]

[DEVELOPER ENTITY]

[STREET NUMBER & NAME]

[SUITE]

[CITY] [STATE] [ZIP]

RE: Payment Structure for [CONSULTANT NAME] [CONSULTANT'S SERVICES]

Dear [CONTACT]:

[CONSULTANT NAME] is the PID Administrator for the City of Celina (the "City") for special assessment financing. The City has requested [CONSULTANT NAME] provide _____ (the "Developer") with assistance in preparing [CONSULTANT'S SERVICES] for a proposed Public Improvement District (PID) for evaluation by the City.

[CONSULTANT NAME] will not be able to work under contract with or represent the Developer, as it is already under contract with the City. The [CONSULTANT'S SERVICES] to be prepared by [CONSULTANT NAME] will evaluate the potential use of a PID in conformance with the City's guidelines for special assessment financing.

The City's guidelines for special assessment financing require that developers directly cover the costs of efforts related to a PID prior to the approval of the PID by the City Council. Accordingly, the costs of [CONSULTANT NAME] efforts as provided for in this letter are to be paid by the Developer by providing the City with an initial deposit of $_____ to be held in an account and used to pay [CONSULTANT NAME] for services described in this letter. Funds will be replenished in accordance with the City's PID Policy as follows:

- Capital PIDs: Developer must establish an escrow account with an initial amount of $_____ and additional incremental payments of $_____ when the deposit balance falls below a threshold determined by the City.

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ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT (PSA)

[COMPANY LOGO]

The City will pay [CONSULTANT NAME] for work provided in accordance with the Agreement for Administrative Services. All funds are non-refundable. In addition to the funds being used to pay [CONSULTANT NAME], they will also be used to pay any other city costs associated with the PID including, but not limited to, the City's Bond Counsel, Financial Advisor, PID Administrator, Appraiser, and Market Study Analysis. The funds may also be used to pay City staff time in excess of time which would be considered customary and usual for a typical development.

Work under this letter will only be performed at the request of and with the direction of the Developer. [CONSULTANT NAME] is providing these services under contract with the City of Celina and, by contract, is obligated to serve the City's best interests. By signing below, Developer recognizes that the formation of the PID is at the City's discretion. The payment of the deposit for administrative services or any other preliminary documentation does not obligate the City to the formation of a PID. Developer is encouraged to read the City's PID Policy and Chapter 372 of the Texas Local Government Code (the "PID" Act) to become familiar with the policies, laws and procedures that will be used in the evaluation and creation of a PID.

[CONSULTANT NAME]

By:_____ [NAME] [TITLE]

[DEVELOPER ENTITY]

By:_____ [CONTACT] [TITLE]

City of Celina

By:_____

Jason Laumer

City Manager

Attachment: City of Celina- PID Policy Draft TB. JYF. 6.7.22 Final (Public Improvement District (PID) Policy Discussion)

ATTACHMENT C

PETITION REQUIREMENTS

In accordance with the PID Act, the petition must state: 1. The general nature of the proposed improvements; 2. The estimated cost of the improvements; 3. The boundaries of the proposed assessment district; 4. The proposed method of assessment, which may specify included or excluded classes of assessable property; 5. The proposed apportionment of costs between the PID and the municipality or county as a whole; 6. The PID will be managed by the municipality not the county, by the private sector, or by a partnership of the two; 7. That the persons signing the petition request or concur with the establishment of the PID; and 8. That the District be established and managed without the creation of an the advisory body.

Additional requirements include: 1. PID petitions shall include this additional note: "With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted." 2. Signatures for PID petitions must be gathered not more than six months preceding submittal of the PID Application.

For a PID to be established, a petition shall include the following: 1. Evidence that the petition's signatures meet the state law requirements, or the petition must be accompanied by a reasonable fee to cover the City's costs of signature verification. If the proposed district is an expansion of an existing district, a petition for the new portion of the district must identify each subdivision, or portion thereof, within the proposed boundaries of the new district, and each subdivision or portion thereof, that is not currently in an existing PID shall individually satisfy the requirements for a petition under Section 372.005 of the PID Act. Subdivision has the meaning assigned by Section 232.021 of the Texas Local Government Code. 2. Map of the area, a legal description of the boundaries of the district for the legal notices and a "commonly known" description of the area to be included in the district. 3. Statement that the petitioners understand that the annual budget for the PID is subject to review by City staff with final approval by the City Council.

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ATTACHMENT D

PETITION TEMPLATE: PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF CELINA, TEXAS FOR THE _____ PUBLIC IMPROVEMENT DISTRICT

This petition ("Petition") is submitted and filed with the City Secretary of the City of Celina, Texas ("City"), by _____, a _____, owner of 100 percent of the real property (the "Petitioner") located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located [within the City limits of the City][within the exterritorial jurisdiction of the City] (the "Property"), more particularly described by a metes and bounds description in Exhibit A and depicted in Exhibit B. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; and (viii) payment of costs associated with developing and financing the public improvements listed in.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District is $_____.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property as shown in Attachment A.

Section 4. Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in

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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 incurred to pay the costs of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District. The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person signing this Petition requests the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition. This petition may be signed in multiple counterparts which, when taken together, shall be deemed one original.

Section 8. Advisory Board. The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s). This Petition has been signed by (1) the owners of taxable real property representing 100 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 100 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes 100 percent of the area of all taxable real property that is liable for assessment under the proposal. This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled. With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted.

RESPECTFULLY SUBMITTED, on this _____day of _____.

OWNER: _____ , a Texas _____

Attachment: City of Celina- PID Policy Draft TB. JYF. 6.7.22 Final (Public Improvement District (PID) Policy Discussion)

By:[Company Name]

By [Name]

Its

Attachment: City of Celina- PID Policy Draft TB. JYF. 6.7.22 Final (Public Improvement District (PID) Policy Discussion)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Discussion concerning the timeline to appoint Commissioners and Board Members.

Action Requested:
Discussion concerning the timeline and procedures to appoint City Board and Commission Members. (Satarino)

Background Information:
N/A

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
N/A

Staff Recommendation:

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Proposed 2022 Board and Commission Timeline and Procedures:

JUNE 14: The following items are on the Council agenda:

- Workshop regarding application and appointment procedures;
- Appoint Council liaisons to Parks Board and Specials Events Advisory Committee; and
- Resolution concerning removals, appointments, and reappointments of board and commission members.

JUNE 15-30: Staff prepares for accepting board and commission member applications:

- Meeting with Staff liaisons to verify terms and vacancies;
- Contact current board and commission members with expiring terms to reapply, if applicable; and
- Coordinate with Marketing & Communications Department to notify Celina residents of upcoming board and commission vacancies through social media.

JULY 1-31: Applications open for appointments and reappointments.

AUGUST 9: Council sets interview panels.

Staff recommendation: Council selects an interview panel for each board and commission.

The Mayor appoints a three-Councilmember interview panel for each board and commission. For boards and commissions with a Council liaison, Staff recommends that the liaison be one of the interview panel members. As it concerns the Planning & Zoning Commission and Economic Development Corporation Board of Directors, Staff suggests the Mayor be on the interview panel.

The panel will interview all candidates applying for a seat on the board or commission. The panel will make a recommendation to City Council.

AUGUST 13: Council to conduct applicant interviews for boards and commissions.

SEPTEMBER 13: The following items will be on the Council agenda:

- Council meets in executive session to discuss applicants; and
- Council makes appointments to various boards and commissions.

OCTOBER 1: For all October 2022 board and commission meetings, all newly appointed members will be formally seated on the board or commission.

Attachment: bc application process timeline (Discussion Concerning the Timeline and Procedures to Appoint City Board and Commission

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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
Date: June 14, 2022
Re: Acquisition of Land for the E Elm Street Realignment

Action Requested:
Consider and act upon a resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of property for the design and construction of E Elm Street from Preston Road (SH 289) to S Texas Drive. (Brawner)

Background Information:
The City of Celina will be reconstructing E Elm Street from S Texas Drive to Preston Road to align with the existing median opening on Preston Road and Old Ousley Blvd on the east side of Preston Road.

Board Review/Citizen Input:
N/A

Alternatives:
City Council could direct staff to not proceed with land acquisitions.

Financial Considerations:
Funds are available in the 2022 Bond funds.

Legal Review:
The City Attorney has approved the resolution.

Supporting Documents:
Resolution
Exhibit

Staff Recommendation:
Staff recommends approval.

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City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, Deputy City Secretary
CC:	Kim Brawner, Assistant City Manager
Date:	June 14, 2022
Re:	Southeast Pump Station Acquisition

Action Requested:
Consider and act upon a resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of property for the design and construction of the southeast pump station. (Brawner)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MAY 10, 2022
5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Terry called the Regular Meeting of the Celina City Council to order at 5:00 p.m. on Tuesday, May 10, 2022, and announced a quorum was 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:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Presentation by Jarred Duran on Autism Awareness

B. Presentation of a Proclamation to the City of Celina Police Department Proclaiming May 11-17, 2022, as "National Police Week."

Mayor Terry presented a proclamation to the City of Celina Police Department Proclaiming May 11-17, 2022, as "National Police Week."

C. Presentation of a Proclamation to the City of Celina EMS Division Proclaiming May 15-21, 2022, as "Emergency Medical Services Week."

Mayor Terry presented a proclamation to the City of Celina EMS Division Proclaiming May 15-21, 2022, as "Emergency Medical Services Week."

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

D. Presentation of a Proclamation to the City of Celina's Public Works Department Proclaiming May 15-21, 2022, as "National Public Works Week."

Mayor Terry presented a proclamation to the City of Celina Public Works Department Proclaiming May 15-21, 2022, as "National Public Works Week."

E. Presentation of a Proclamation to the City of Celina's Development Services Department Proclaiming May 2022, as "Building Safety Month."

Mayor Terry presented a proclamation to the City of Celina Development Services Department Proclaiming May 2022, as "Building Safety Month."

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

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

B. Introduction of new employees, recognitions, promotions (Cabrera)

C. Council Liaison Reports for Current Activities of the Parks and Recreation Board, Downtown Commission, Planning and Zoning Commission, and Special Events Committee

D. Introduction of the proposed updates to the Personnel Policy (Peters)

Kristina Peters, Director of Human Resources, provided an update on the draft revisions to the Personnel Policy.

E. Review of GIS Historic Dashboard (Colakovic)

Ogi Colakovic, GIS Director, reviewed the updates made to the City's GIS historic dashboard.

F. Inaugural FY 2022 Neighborhood Integrity Program grants presentation and proposed recipients (Satarino)

Anthony Satarino, Strategic Services Manager, presented the proposed inaugural 2022 Neighborhood Integrity Program grant recipients: Carter Ranch, Heritage Ranch, Parkside, and DC Ranch.

Shari Degan spoke on behalf of the residents of Carter Ranch.
Philip Ferguson spoke on behalf of the residents of Heritage Ranch.
Scott Goldsworth spoke on behalf of the residents of Parkside.
Laura Pierce spoke on behalf of the residents of DC Ranch.

V. OPEN FORUM:

Corbett Howard, 1300 Bateman Lane, Celina, Texas, announced his retirement from the City of Celina after 20 years of service, effective June 15, 2022.

David Quick, 403 S. Oklahoma Dive, Celina, Texas, spoke in opposition of Item H on the Consent Agenda.

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

VI. EXECUTIVE SESSION:

The City Council convened into Executive Session at 5:48 p.m.

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

A. Discussion regarding former Officer Samuel Hernandez

B. Discussion regarding an amendment to the Legacy Hills Development Agreement.

Mayor Terry recused himself from the discussion regarding Legacy Hills amendment to the Development Agreement.

C. Discussion regarding an amendment to the Uptown Municipal Utility District

D. Discussion regarding an agreement by and between the City of Celina and Joe East for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Joe East– DIP)

E. Discussion regarding a request to amend a resolution for an incentive agreement with Gran Sweet, LLC.

F. Discussion regarding an agreement by and between the City of Celina and Swirls Bakery for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Swirls Bakery– DIP)

G. Discussion regarding a Development Agreement between the City of Celina and MM Celina 100, LLC; generally located west of future Peterman Parkway and approximately 1,600 feet north of future Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Celina 100 – Development Agreement)

Mayor Terry recused himself from the discussion regarding the Celina 100 Development Agreement.

H. Discussion on Pump Station land purchase with CISD

I. Update on Blue Angus condemnation hearing

Reconvene Into Open Session

The City Council reconvened into the Regular meeting at 6:41 p.m.

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

No action was taken.

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

VII. CONSENT AGENDA:

Mayor Terry removed items F, T, U, and V from the Consent Agenda for individual consideration.

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

A. Minutes Approval:

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

B. Review and Acceptance of the Quarterly Human Resources Report for the period ending March 31, 2022. (Peters)

C. Review and Acceptance of the Quarterly Investment Report for the period ended March 31, 2022. (Bromiley)

D. Review and Acceptance of the Quarterly Budget Report for the period ended March 31, 2022. (Bromiley)

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

G. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of a sanitary sewer easement situated on a 0.0192-acre tract in the John Ragsdale Survey Abstract number 734 as part of Light Farms, Hazel 4 subdivision. (Glasgow)

H. Consider and act to authorize the Contract and Guaranteed Maximum Price (GMP) for the Downtown Patio Project to AUI Partners, for a guaranteed maximum amount not to exceed $2,188,790.00. (Berry)

I. Consider and act to award RFQ 2022-0125 for Construction Manager At Risk services for the Senior Center to Hill & Wilkinson General Contractors (Berry)

J. Consider and act to award bid 2022-0100 for Celina Road Pump Station Phase 3 at the unit prices listed to Austin Infrastructure in an amount not to exceed $2,100,580.00. (Berry)

K. Consider and act to authorize a work order for easement and title services with Specialty Land Services for the North Preston Road 18 inch water line (Marble to CR 106) in an amount not to exceed $57,325.00. (Berry)

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

L. Consider and authorize the City Manager to approve payment and sign escrow agreement for the City's contribution (55%) estimated to be $3,053,404.01 towards the construction of Coit Road East. (Glasgow)

M. Consider and act to award bid 2022-0146 for Coit Road Water Line Phase 1 at the unit prices listed to Pittard Construction Company in an amount not $4,101,998.55 plus ten percent contingency in the amount of $401,199.85 for a total not to exceed $4,503,198.40 . (Berry)

N. Consider and act to award bid 2022-0145 for Coit Road Water Line Phase 2 at the unit prices listed to Maya Underground Contractors, LLC in an amount not $3,061,291.30 plus ten percent contingency in the amount of $306,129.13 for a total not to exceed $3,367,420.43. (Berry)

O. Consider and act to award bid 2022-0150 for fiscal year 2022 Street Maintenance at the unit prices listed to Peachtree Construction in an amount of $659,759.18 plus contingency in the amount of $164,939.79 for a total not to exceed $824,698.97. (Berry)

P. Consider and act to authorize an agreement for engineering services with Peloton Land Solutions for the design of Ownsby Parkway Improvements (Preston Road to Coit Road) in an amount not to exceed $477,258.00. (Berry)

Q. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 38 acres within the Extraterritorial Jurisdiction, generally located south of future Mobberly Road and approximately 1,350 feet east of future Legacy Drive. (Pollard Tract – Annexation Service Agreement) (McAfee)

R. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of improvements to be financed within Phase #2 of the Cambridge Crossing Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #2 Assessment Roll; directing the filing of the proposed Phase #2 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on June 14, 2022, to consider an ordinance levying assessments on property located within Phase #2 of the Cambridge Crossing Public Improvement District. (Cambridge Crossing – PID Pre-SAP) (Pollard)

S. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of improvements to be financed within Phase #6 of the Lakes at Mustang Ranch Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #6 Assessment Roll; directing the filing of the proposed Phase #6 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on June 14, 2022, to consider an ordinance levying assessments on property located within Phase #6 of the Lakes at Mustang Ranch Public Improvement District. (Mustang Ranch – PID Pre-SAP) (Pollard)

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

W. Consider and act to authorize the City Manager to execute an amended agreement by and between the City of Celina and Gran Sweet, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Satarino)

X. Consider and act to authorizing the City Manager to execute an agreement by and between the City of Celina and Swirls Bakery, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Satarino)

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

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

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

AB. Consider and act upon a resolution adopting the City's Local Preference Policy. (Berry)

AC. Consider and act to adopt the 2022-2024 Strategic Plan. (Satarino)

ITEMS REMOVED CONSENT AGENDA FOR INDIVIDUAL CONSIDERATION:

F. Consider and act upon adoption of an ordinance amending the Master Fee Chart and amending the Water/Wastewater Rate Study to transition to winter averaging. (Stovall)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

T. Consider and act upon a second amendment to the development agreement by and between the City of Celina and Uptown Celina Partners L.P. (Satarino)

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

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

U. Consider and act upon a third amendment to the development agreement by and between the City of Celina and Qaulico Developments, Inc. (Satarino)

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

V. Consider and act upon a fifth amendment to the development agreement by and between the City of Celina and RCI-Celina 115 L.P. (Satarino)

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

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 22 acres to the Dallas North Tollway Overlay District (DNTO) zoning, generally located at the northwest corner of the future Dallas North Tollway and the Collin County Outer Loop, within the City Limits. (NWC Tollway and Outer Loop – Rezoning) (McAfee)

Mayor Terry opened the public hearing at 6:43 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:43 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-40.

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

B. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 38 acres, generally located south of future Mobberly Road and approximately 1,350 feet east of future Legacy Drive, within the Extraterritorial Jurisdiction (ETJ). (Pollard Tract – Annexation) (McAfee)

Mayor Terry opened the public hearing at 6:46 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:46 p.m.

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

Upon a motion by Councilmember Wigginton and a second by Councilmember Anderson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-41.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

C. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 38 acres to the Dallas North Tollway Overlay District (DNTO) zoning, generally located south of future Mobberly Road and approximately 1,350 feet east of future Legacy Drive. (Pollard Tract – Zoning) (McAfee)

Mayor Terry opened the public hearing at 6:46 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:46 p.m.

Upon a motion by Councilmember Steiner and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-42.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Justin Steiner, Place 1
SECONDER:	Wendie Wigginton, Place 4
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

D. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 188 acres to Community Facilities District (CF), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) zoning, generally located at the northwest corner of future Peterman Parkway and future J. Fred Smith Parkway, within the City Limits. (Goldstein Tract – Rezoning) (McAfee)

Mayor Terry opened the public hearing at 6:49 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:49 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Steiner, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-43.

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

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

E. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and MM Celina 100, LLC; generally located west of future Peterman Parkway and approximately 1,600 feet north of future Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Celina 100 – Development Agreement) (McAfee)

Mayor Terry recused himself from the dais.

Mayor Pro Tem Koehne opened the public hearing at 6:52 p.m.

With no one wishing to speak, Mayor Pro Tem Koehne closed the public hearing at 6:52 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Steiner, the Council voted six (6) for and none (0) opposed to approve a development agreement between the City of Celina and MM Celina 100, LLC.

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

F. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 4 acres to a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning with the additional permitted uses of Mini-Warehouse/Self-Storage and RV/Boat Storage, generally located at the northeast corner of Old Log Trail and the Collin County Outer Loop, within the City Limits. (Old Log Trail Self-Storage – Rezoning) (McAfee)

Mayor Terry returned to his place at the dais.

Mayor Terry opened the public hearing at 6:57 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:57 p.m.

Upon a motion by Councilmember Anderson and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-44.

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Wendie Wigginton, Place 4
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

G. Conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (21-02 Annexation Second Public Hearing) (White)

Mayor Terry opened the public hearing at 6:58 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:01 p.m.

No action was taken.

H. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 12 acres to a Planned Development (PD) with a base zoning of the Collin County Outer Loop Overlay District (CCOLO) and the additional permitted use of an Electric Substation, generally located north of the Collin County Outer Loop and approximately 600 feet east of future Celina Parkway, within the City Limits. (GCEC Substation – Rezoning) (McAfee)

Mayor Terry opened the public hearing at 7:04 p.m.
With no one wishing to speak, Mayor Terry closed the public hearing at 7:04 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Anderson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-45.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

I. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 34 acres of Planned Development (PD-80) to Multi-Family, Horizontal District (MF-0) and Multi-Family, Urban Living District (MF-3) base zoning, generally located approximately 520 feet west of future Dallas North Tollway and approximately 900 feet north of Frontier Parkway, within the City Limits. (Cottages of Celina (Mosey Tract) – Rezoning) (McAfee)

Mayor Terry opened the public hearing at 7:09 p.m.

The following individual spoke in support of the item:
Ryan Tubbs, 3153 Turkey Creek Trail, Prosper, TX 75078.

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

With no one else wishing to speak, Mayor Terry closed the public hearing at 7:10 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Anderson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-46.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

J. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and William Morgan and Eden Morgan; generally located west of Smiley Road and approximately 290 feet north of Magnolia Lane, within the Extraterritorial Jurisdiction (ETJ). (5513 Smiley Road – Development Agreement) (McAfee)

Mayor Terry opened the public hearing at 7:14 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:14 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Anderson, the Council voted six (6) for and none (0) opposed to approve a development agreement between the City of Celina and William Morgan and Eden Morgan.

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

K. Conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (21-03 Annexation Second Public Hearing) (White)

Mayor Terry opened the public hearing at 7:14 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:16 p.m.

No action was taken.

L. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 59 acres to Commercial, Office, & Retail District (C) and Multi-Family, Urban Edge District (MF-2) zoning, generally located south of Ownsby Parkway and approximately 515 feet east of Preston Road, within the City Limits. (Moore Farm – Rezoning) (McAfee)

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

Mayor Terry opened the public hearing at 7:21 p.m.

The following individual spoke in support of the item:
Matthew Kiran, 12400 Preston Road, Frisco, Texas.

The following individual spoke in opposition of the item:
Katie Taft, 3108 Morgan Drive, Celina, Texas.

The following individuals did not wish to speak, but wished their support be entered into the record:
Marlene Bowdon, P.O. Box 538, Frisco, Texas;
Trinity Mihalovich, 321 E. Ownsby Parkway, Celina, Texas;
David Moore, 321 E. Ownsby Parkway, Celina, Texas;
Jack Moore, Jr. 321 E. Ownsby Parkway, Celina, Texas;
Melody Moore, 321 E. Ownsby Parkway, Celina, Texas; and,
Tim Moore, 2818 Saddlebred Trail, Celina, Texas.

With no one else wishing to speak, Mayor Terry closed the public hearing at 7:27 p.m.

Upon a motion by Councilmember Steiner and a second by Councilmember Anderson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-47.

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

M. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Mosaic Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll; making a finding of special benefit to property within the Mosaic 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 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Mosaic – PID Levy Ordinance) (Pollard)

Mayor Terry opened the public hearing at 7:31 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:31 p.m.

No action was taken.

IX. ACTION ITEM:

A. Consider and act to authorize an agreement for engineering services with CobbFendley for design services for Parvin Road (Yorkdale Street to Legacy Drive) in an amount not to exceed $110,813.00. (Berry)

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

Upon a motion by Councilmember Anderson and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to approve an agreement for engineering services with CobbFendley for design services for Parvin Road.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Jay Pierce, Place 2
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

B. Consider and act to authorize an agreement for engineering services with Halff Associates, Inc. for engineering design service for the downtown drainage and street improvements for Colorado Dr (Ash to Cedar) and Arizona Dr (Ash to the Southern Channel crossing) in an amount not to exceed $296,900.00. (Berry)

Upon a motion by Councilmember Anderson and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to approve an agreement for engineering services with Halff Associates, Inc. for engineering services for the downtown drainage and street improvements for Colorado Drive and Arizona Drive.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Jay Pierce, Place 2
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

X. ADJOURNMENT:

Mayor Terry adjourned the Regular Meeting of the Celina City Council at 7:40 p.m. on Tuesday, May 10, 2022.

_____
Sean Terry, Mayor

_____ _____
Secretary Date Minutes Approved

Minutes Acceptance: Minutes of May 10, 2022 5:00 PM (Minutes Approval)

Life Connected.

CITY COUNCIL CANVASS
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MAY 17, 2022
10:00 AM

MINUTES

I. CALL TO ORDER:

Mayor Terry announced a quorum was present and called the meeting of the Celina City Council to order at 10:00 a.m. on Tuesday, May 17, 2022.

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

II. CANVASS:

1. Consider and act upon approval of canvass documents for the May 7, 2022, General Election results and an ordinance of the City Council of the City of Celina, Texas canvassing the results of the Special Election held on May 7, 2022; and adopting the amendments to the City of Celina Charter. (Field)

Upon a motion by Councilmember Wigginton and a second by Councilmember Steiner, the Council voted two (2) for and none (0) opposed to approve the canvass documents for the May 7, 2022, General Election results and Ordinance No. 2022-48, canvassing the results of the May 7, 2022, Special Election adopting the amendments to the City of Celina Charter. The motion carried.

III. ADJOURN:

Mayor Terry adjourned the meeting of the Celina City Council at 10:01 a.m. on Tuesday, May 17, 2022.

Minutes Acceptance: Minutes of May 17, 2022 10:00 AM (Minutes Approval)

Sean Terry, Mayor

City Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of May 17, 2022 10:00 AM (Minutes Approval)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: Budget Amendment FY2021-2022

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

Background Information:
A FY2022 budget amendment is requested for the FY2021-2022 Operating Budget.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Ordinance Amending Budget
Exhibit A

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2021-75, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2021-2022 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT "A", ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2021-2022, heretofore previously adopted by Ordinance 2021-75; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City's budget for the fiscal year ending September 30, 2022, heretofore previously adopted by Ordinance 2021-75 duly enacted by the City Council of the City of Celina on the 14th day of September, 2021, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit "A" be hereby appropriated and reallocated as specified for those purposes designated in Exhibit "A".

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

Attachment: 2022-xx Amend Budget Ordinance June 14, 2022 (FY2022 Budget Amendment June 2022)

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 14th day of June 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, Deputy City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2022-xx Amend Budget Ordinance June 14, 2022 (FY2022 Budget Amendment June 2022)

Exhibit A

Meeting date: June 14, 2022
FY2022 Budget Amendment Detail

Budget Change # _____

Account #	Account Name	Description	Adjustment
102-400-000-4210	PROFESSIONAL FEES	To amend for additional revenue for professional fees.	(30,000)
102-115-000-6212	PROFESSIONAL FEES - ON CALL	To amend for additional on call services.	30,000
102-400-000-4604	LIBRARY DONATIONS	To amend for additional donations for Library Programs.	(1,150)
102-105-000-6700	LIBRARY PROGRAMMING	To amend for the Summer Reading Program.	1,150
123-400-000-4328	INTEGRITY FUND REVENUES	To amend for additional revenue for Integrity Fund.	(63,750)
123-123-000-6770	FAÇADE GRANT	To amend for additional grants to awarded to area businesses.	63,750
116-400-000-4749	POLICE SEIZURES	To amend for additional revenue for Seizure Fund.	(5,000)
116-112-000-6221	OTHER AGENCIES - SEIZURE SHARE	To amend to cover for Collin County DA seizure share.	5,000
202-31-3050	FUND BALANCE	To cover for the roll out of the new Public Works pay plan.	(40,000)
202-XXX-000-6100	SALARIES	To cover for the roll out of the new Public Works pay plan.	40,000
102-400-000-4315	PID ADMINISTRATION FEES	To amend for additional revenue for administration fees.	(40,000)
102-104-000-6231	AUDIT	To amend for increase PID Audit fees.	40,000
102-31-3050	FUND BALANCE	To cover for increase costs in fees.	(35,000)
102-104-000-6261	CENTRAL APPRAISAL FEE	To amend for increase in Collin/Denton County pro-rata share.	35,000
113-31-3050	FUND BALANCE	To fund the purchase of a fire vehicle that was replaced early due to accident/insurance claim.	(51,590)
113-110-000-6840	CAPITAL - VEHICLES	Purchase of FD vehicle.	51,590
102-113-014-4710	FOOTBALL REVENUES	To cover for flag football leagues.	(54,000)
102-113-014-6711	FOOTBALL ACTIVITY EXPENSES	To cover for referees, officials, etc. expenses related to flag football leagues	54,000

Description
Budget Amendment Ordinance

Created By	Date			
Robin Bromiley		6/14/2022	Yes	No
Reviewed By	Date		Request Approval by Council	
Entered By	Date		Date	

Attachment: 2022-xx Amend Budget Ordinance June 14, 2022 (FY2022 Budget Amendment June 2022)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Linda Majeed, City Engineer
CC:	Andy Glasgow, Director of Engineering
Date:	June 14, 2022
Re:	Ordinance - Speed Zone Update - Preston Road (SH 289)

Action Requested:
Consider and act upon an ordinance altering the prima facie speed limits established for vehicles under the provisions of transportation code, section 545.356 upon Preston Road (SH 289), or parts thereof, within the incorporate limits of the City of Celina. (Preston Road (SH 289) from Frontier Parkway (FM 1461) to Legacy Drive to 55 MPH) (Glasgow)

Background Information:
The current city ordinance shows various speed limits along Preston Road (SH 289) between Frontier Parkway (FM 1461) and Legacy Drive. TXDOT conducted their annual speed study and it shows speed limit of 55 MPH. This ordinance update the current city ordinace speed limit along Preston Road to 55 MPH as per the attached speed study. This ordinance only covers the section of Preston Road (SH 289) from Frontier Pkwy (FM 1461) to Legacy Drive.

Board Review/Citizen Input:
N/A

Alternatives:
Do nothing

Financial Considerations:
N/A

Legal Review:
City attorney will review the ordinance for content and form

Supporting Documents:
1. Ordinance with attachment
2. Speed Zone Study and Map

Staff Recommendation:
Approve

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES ARTICLE 12.03 OPERATION OF VEHICLES, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON PRESTON ROAD (SH 289) WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED $500.00 FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

WHEREAS, upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Transportation Code, Section 545.356, the following prima facie speed limits hereafter indicated for vehicles on the attached Exhibit "A" (strip map) are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

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

Attachment: 22.06.dy_Amending 2009-18 Speed Zone Preston Road (002) (Ordinance - Speed Zone Update - Preston Road (SH 289))

SECTION 1
PRIMA FACIE SPEED LIMITS

(a) That from and after the date of the passage of this speed zone ordinance with the exception of the speed limitation set forth in subsection (b), no motor vehicle shall be operated along and upon the northbound and southbound lanes of Preston Road (SH 289) from its intersection with Frontier Parkway (FM 1461) to its intersection with Legacy Drive and vice versa (more particularly depicted in the attached Exhibit "A") within the corporate limits of the City of Celina in excess of fifty (55) miles per hour.

(b) That from and after the date of the passage of this speed zone ordinance, no motor vehicle shall be operated along and upon the northbound and southbound lanes of Preston Road (SH 289) within the corporate limits of the City of Celina in excess of fifty (55) miles per hour.

(c) That the Celina Code of Ordinances Chapter 12: Traffic and Vehicles; Article 12.03 Operation of Vehicles; Division 2: Traffic Schedules shall be amended to include the speed limit and locations set forth herein.

SECTION 2
SIGNAGE

The City Manager of Celina is hereby authorized to cause to be erected, appropriate signs indicating such speed zones as described and set forth in Exhibit "A".

SECTION 3
PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be guilty of a misdemeanor and shall be fined, upon conviction, in an amount not more than five hundred dollars ($500.00.)

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

Attachment: 22.06.dy_Amending 2009-18 Speed Zone Preston Road (002) (Ordinance - Speed Zone Update - Preston Road (SH 289))

SECTION 5
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting traffic 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 6
SEVERABILITY

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

SECTION 7
PUBLICATION CLAUSE

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

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the _____ day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

Attachment: 22.06.dy_Amending 2009-18 Speed Zone Preston Road (002) (Ordinance - Speed Zone Update - Preston Road (SH 289))

ATTEST:

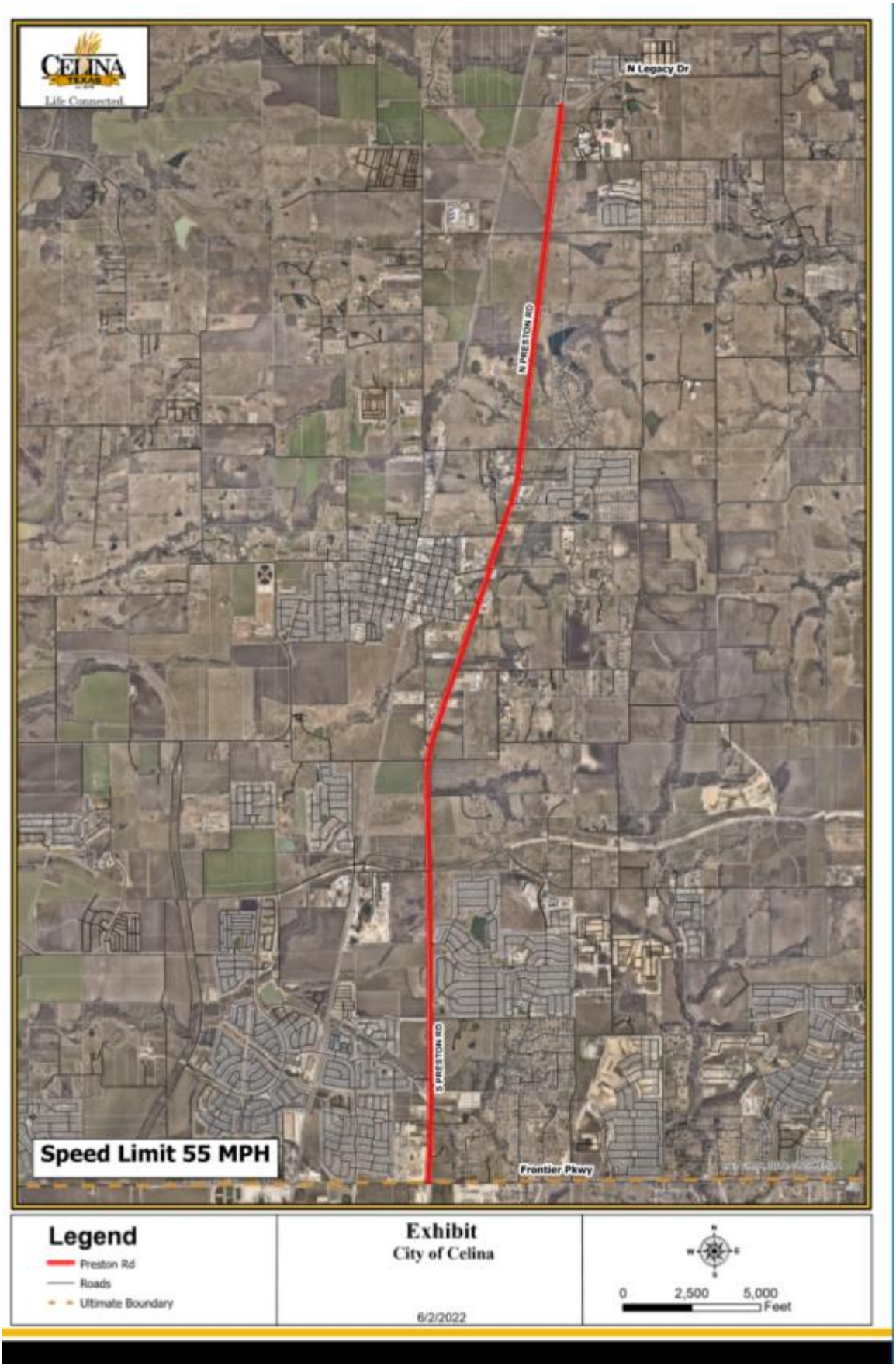
_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

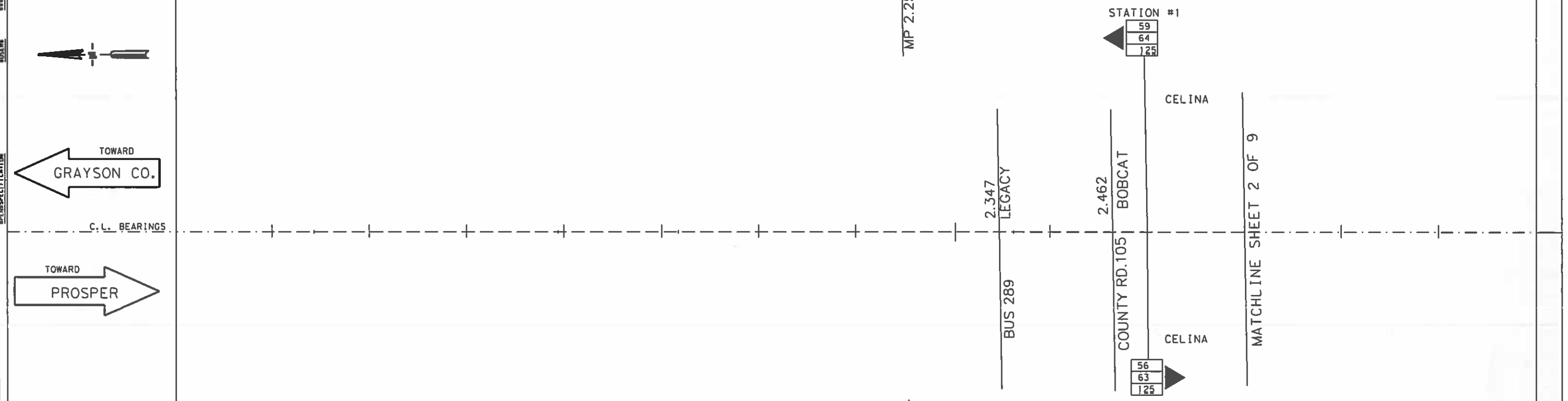
Attachment: 22.06.dy_Amending 2009-18 Speed Zone Preston Road (002) (Ordinance - Speed Zone Update - Preston Road (SH 289))

Attachment: 22.06.dy_Amending 2009-18 Speed Zone Preston Road (002) (Ordinance - Speed Zone Update - Preston Road (SH 289))



Attachment: 22.06.dy_Amending 2009-18 Speed Zone Preston Road (002) (Ordinance - Speed Zone Update - Preston Road (SH 289))

DEVELOPMENT	OPEN	MP 2.462	SCHOOL
RES. SIGHT DISTANCE			55 MPH WHEN
BALL BANK OR ADVISORY SPEED			SO SIGNED FOR
CURVES OVER 2°			BOTH DIRECTIONS
GRADES OVER 3%			35 MPH ALL
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED	MP 2.462	OTHER TIMES
R.O.W. AND RDBD. WIDTH			
ACCIDENTS			1437'
ZONE LENGTHS (MILES)	0.984		
ZONE SPEEDS (M.P.H.)	**55 MPH		



EXISTING SPEED LIMIT	60 MPH	55 MPH	
ZONE SPEEDS (M.P.H.)		**55 MPH	
ZONE LENGTHS (MILES)		0.984	
ACCIDENTS			
R.O.W. AND RDBD. WIDTH			
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED	MP 2.462	SEE ABOVE
GRADES OVER 3%			
CURVES OVER 2°			
BALL BANK OR ADVISORY SPEED			
RES. SIGHT DISTANCE			
DEVELOPMENT		OPEN	

DISTRICT: DALLAS COUNTY: COLLIN
HIGHWAY: SH 289 CITY: CELINA
DATE OF STUDY 01-25-22 SCALE 1" = 0.1 MILES

MINUTE NO. : _____ DATE __/__/__
REPLACES : _____ DATE __/__/__
REPLACED BY : _____ DATE __/__/__
CANCELLED BY : _____ DATE __/__/__

LIMITS OF ZONE

	SECTION ONE	LENGTH ___ MILES			SECTION TWO	LENGTH .153 MILES	
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 + 00	____ - __	____ (__)	BEGINS	___ + ___	0091-04	____ (__)
	MP ____				MP 10.707		
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
ENDS	0 + 00	____ - __	____ (__)	ENDS	___ + ___	____ - __	____ (__)
	MP ____				MP 10.860		

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◕ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0091 SEC. 03

LIMITS: FROM N. LEGACY DR. (BUS 289) TO FRONTIER PKWY. (FM 1461)

**SPEED LIMIT REDUCED BY 5 MPH BELOW THE 85TH PERCENTILE SPEED DUE TO THE FOLLOWING FACTOR:
HIGH DRIVEWAY DENSITY

SHEET 1 OF 9

Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 289

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
	STATE	STATE DIST. NO.	COUNTY	
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.

Attachment: Approved- SH 289-CS 0091-03, 04-Speed Zone Study-RevisedCelina (Ordinance - Speed Zone Update - Preston Road (SH 289))

DEVELOPMENT	SCHOOL	OPEN
RES. SIGHT DISTANCE	55 MPH WHEN	
BALL BANK OR ADVISORY SPEED	SO SIGNED FOR	
CURVES OVER 2°	BOTH DIRECTIONS	
GRADES OVER 3%	35 MPH ALL	
SURFACE WIDTH AND TYPE	OTHER TIMES	2 LANES, CURB/GUTTER, DIVIDED
R.O.W. AND RDBD. WIDTH		
ACCIDENTS		
ZONE LENGTHS (MILES)		0.984 / 1.498
ZONE SPEEDS (M.P.H.)		**55 MPH / **55 MPH

MP 2.734

MP 3.235

STATION #2
59
66
125

CELINA

TOWARD GRAYSON CO.

TOWARD PROSPER

C.L. BEARINGS

2.734 COUNTY RD. 134

3.235 COUNTY RD. 100

MATCHLINE SHEET 1 OF 9

MATCHLINE SHEET 3 OF 9

57
65
125

CELINA

MP 3.235

EXISTING SPEED LIMIT		55 MPH / 50 MPH
ZONE SPEEDS (M.P.H.)		**55 MPH / **55 MPH
ZONE LENGTHS (MILES)		0.984 / 1.498
ACCIDENTS		
R.O.W. AND RDBD. WIDTH		
SURFACE WIDTH AND TYPE		2 LANES, CURB/GUTTER, DIVIDED
GRADES OVER 3%		
CURVES OVER 2°		
BALL BANK OR ADVISORY SPEED		
RES. SIGHT DISTANCE		
DEVELOPMENT		OPEN

MP 2.734

DISTRICT: DALLAS COUNTY: COLLIN

HIGHWAY: SH 289 CITY: CELINA

DATE OF STUDY 01-25-22 SCALE 1" = 0.1 MILES

MINUTE NO. : _____ DATE __/__/__

REPLACES : _____ DATE __/__/__

REPLACED BY : _____ DATE __/__/__

CANCELLED BY : _____ DATE __/__/__

LIMITS OF ZONE

	SECTION ONE	LENGTH ___ MILES			SECTION TWO	LENGTH .153 MILES	
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 + 00	___ - __	____ (__)	BEGINS	__ + __	0091 - 04	____ (__)
	MP ____				MP 10.707		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	___ - __	____ (__)		__ + __	___ - __	____ (__)
	MP ____				MP 10.860		

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◐ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0091 SEC. 03

LIMITS: FROM N. LEGACY DR. (BUS 289) TO FRONTIER PKWY. (FM 1461)

**SPEED LIMIT REDUCED BY 5 MPH BELOW THE 85TH PERCENTILE SPEED DUE TO THE FOLLOWING FACTOR:
HIGH DRIVEWAY DENSITY

Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 289

DESIGN TEAM	FED. ROAD DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO. / COUNTY	
CHECKED	CONTROL NO.	SECTION NO.	JOB NO. / HIGHWAY NO.

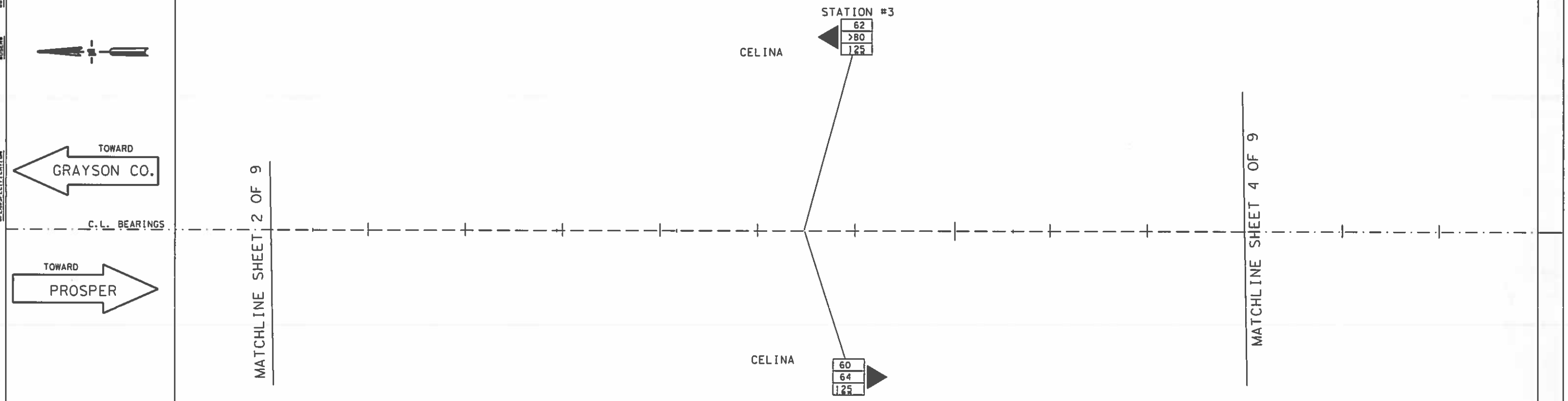
7.C.b

Attachment: Approved- SH 289-CS 0091-03, 04-Speed Zone Study-RevisedCelina (Ordinance - Speed Zone Update - Preston Road (SH 289))

Packet Pg. 84

SH 289

DEVELOPMENT	OPEN
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	1.498
ZONE SPEEDS (M.P.H.)	**55 MPH



EXISTING SPEED LIMIT	55 MPH	50 MPH
ZONE SPEEDS (M.P.H.)	**55 MPH	
ZONE LENGTHS (MILES)	1.498	
ACCIDENTS		
R.O.W. AND RDBD. WIDTH		
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED	
GRADES OVER 3%		
CURVES OVER 2°		
BALL BANK OR ADVISORY SPEED		
RES. SIGHT DISTANCE		
DEVELOPMENT	OPEN	

DISTRICT: DALLAS COUNTY: COLLIN

HIGHWAY: SH 289 CITY: CELINA

DATE OF STUDY 01-25-22 SCALE 1_" = 0.1 MILES

MINUTE NO. :		DATE __/__/__
REPLACES :		DATE __/__/__
REPLACED BY :		DATE __/__/__
CANCELLED BY :		DATE __/__/__

LIMITS OF ZONE

	SECTION ONE	LENGTH ___ MILES			SECTION TWO	LENGTH .153 MILES	
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 + 00	____ - __	____(__)	BEGINS	__ + __	0091 - 04	____(__)
	MP				MP 10.707		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	____ - __	____(__)		__ + __	____ - __	____(__)
	MP				MP 10.860		

42 / 46 / 125 — 85 PERCENTILE SPEED / TOP SPEED MEASURED / NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◪ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0091 SEC. 03

LIMITS: FROM N. LEGACY DR. (BUS 289) TO FRONTIER PKWY. (FM 1461)

**SPEED LIMIT REDUCED BY 5 MPH BELOW THE 85TH PERCENTILE SPEED DUE TO THE FOLLOWING FACTOR:
HIGH DRIVEWAY DENSITY

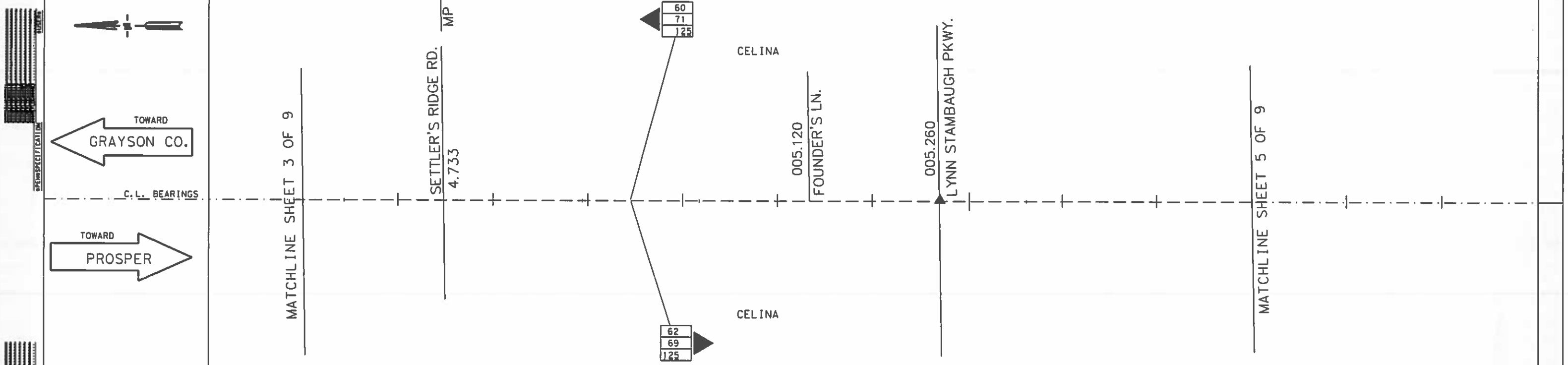
Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 289

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
		STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.

Attachment: Approved- SH 289-CS 0091-03, 04-Speed Zone Study-RevisedCelina (Ordinance - Speed Zone Update - Preston Road (SH 289))

DEVELOPMENT	OPEN	OPEN/COMM.	OPEN	OPEN/COMM.
RES. SIGHT DISTANCE				
BALL BANK OR ADVISORY SPEED				
CURVES OVER 2°				
GRADES OVER 3%				
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED			
R.O.W. AND RDBD. WIDTH				
ACCIDENTS				
ZONE LENGTHS (MILES)	1.498		0.855	
ZONE SPEEDS (M.P.H.)	**55 MPH		**55 MPH	



EXISTING SPEED LIMIT	50 MPH	55 MPH	50 MPH
ZONE SPEEDS (M.P.H.)	**55 MPH	**55 MPH	
ZONE LENGTHS (MILES)	1.498	0.855	
ACCIDENTS			
R.O.W. AND RDBD. WIDTH			
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED		
GRADES OVER 3%			
CURVES OVER 2°			
BALL BANK OR ADVISORY SPEED			
RES. SIGHT DISTANCE			
DEVELOPMENT	OPEN		

DISTRICT: DALLAS COUNTY: COLLIN

HIGHWAY: SH 289 CITY: CELINA

DATE OF STUDY 01-25-22 SCALE 1_" = 0.1 MILES

MINUTE NO. : _____	DATE __/__/__	
REPLACES : _____	DATE __/__/__	
REPLACED BY : _____	DATE __/__/__	
CANCELLED BY : _____	DATE __/__/__	

LIMITS OF ZONE

	SECTION ONE	LENGTH ___ MILES			SECTION TWO	LENGTH .153 MILES	
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 + 00	____ - __	____ (__)	BEGINS	___ + ___	0091 - 04	____ (__)
	MP ____				MP 10.707		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	____ - __	____ (__)		___ + ___	____ - __	____ (__)
	MP ____				MP 10.860		

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◪ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0091 SEC. 03

LIMITS: FROM N. LEGACY DR. (BUS 289) TO FRONTIER PKWY. (FM 1461)

**SPEED LIMIT REDUCED BY 5 MPH BELOW THE 85TH PERCENTILE SPEED DUE TO THE FOLLOWING FACTOR:
HIGH DRIVEWAY DENSITY

Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 289

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
	STATE	STATE DIST. NO.	COUNTY	
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.

7.C.b

Attachment: Approved- SH 289-CS 0091-03, 04-Speed Zone Study-RevisedCelina (Ordinance - Speed Zone Update - Preston Road (SH 289))

Packet Pg. 86

DEVELOPMENT	OPEN/COMM.	OPEN
RES. SIGHT DISTANCE		
BALL BANK OR ADVISORY SPEED		
CURVES OVER 2°		
GRADES OVER 3%		
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED	
R.O.W. AND RDBD. WIDTH		
ACCIDENTS		
ZONE LENGTHS (MILES)	0.855	4.292
ZONE SPEEDS (M.P.H.)	**55 MPH	**55 MPH

CONT. SEC. 0091-03 — MP 5.588 — MP 6.523 — CONT. SEC. 0091-04

6.523

TOWARD GRAYSON CO.

TOWARD PROSPER

C.L. BEARINGS

MATCHLINE SHEET 4 OF 9

6.523

6.523

FM 455

006.750

ELM ST.

6.900

ASH ST.

CELINA

STATION #5

52
62
125

7.259

SUNSET BLV

MATCHLINE SHEET 6 OF 9

CELINA

55
62
125

MATCHLINE SHEET 5 OF 9

MP 5.588

MP 6.523

EXISTING SPEED LIMIT	55 MPH	55 MPH	50 MPH
ZONE SPEEDS (M.P.H.)	**55 MPH	**55 MPH	
ZONE LENGTHS (MILES)	0.855	4.292	
ACCIDENTS			
R.O.W. AND RDBD. WIDTH			
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED		
GRADES OVER 3%			
CURVES OVER 2°			
BALL BANK OR ADVISORY SPEED			
RES. SIGHT DISTANCE			
DEVELOPMENT	OPEN/COMM.	OPEN	OPEN

DISTRICT: DALLAS — COUNTY: COLLIN

HIGHWAY: SH 289 — CITY: CELINA

DATE OF STUDY 01-25-22 — SCALE 1" = 0.1 MILES

MINUTE NO. :		DATE __/__/__
REPLACES :		DATE __/__/__
REPLACED BY :		DATE __/__/__
CANCELLED BY :		DATE __/__/__

LIMITS OF ZONE

	SECTION ONE	LENGTH ___ MILES			SECTION TWO	LENGTH .153 MILES	
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 + 00	___ - __	____(__)	BEGINS	__ + __	0091 - 04	____(__)
	MP ____				MP 10.707		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	___ - __	____(__)		__ + __	___ - __	____(__)
	MP ____				MP 10.860		

42 — 85 PERCENTILE SPEED
62 — TOP SPEED MEASURED
125 — NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◪ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0091 SEC. 04

SHEET 5 OF 9

LIMITS: FROM N. LEGACY DR. (BUS 289) TO FRONTIER PKWY. (FM 1461)

**SPEED LIMIT REDUCED BY 5 MPH BELOW THE 85TH PERCENTILE SPEED DUE TO THE FOLLOWING FACTOR:
HIGH DRIVEWAY DENSITY

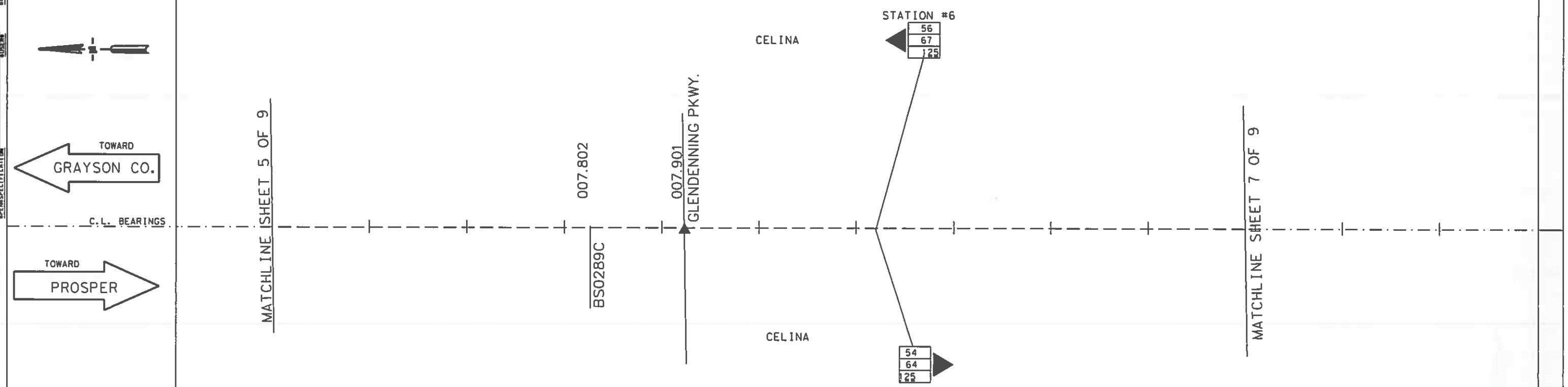
Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 289

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.

Attachment: Approved- SH 289-CS 0091-03, 04-Speed Zone Study-RevisedCelina (Ordinance - Speed Zone Update - Preston Road (SH 289))

DEVELOPMENT	OPEN
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	4.292
ZONE SPEEDS (M.P.H.)	**55 MPH



EXISTING SPEED LIMIT	50 MPH		
ZONE SPEEDS (M.P.H.)	**55 MPH		
ZONE LENGTHS (MILES)	4.292		
ACCIDENTS			
R.O.W. AND RDBD. WIDTH			
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED		
GRADES OVER 3%			
CURVES OVER 2°			
BALL BANK OR ADVISORY SPEED			
RES. SIGHT DISTANCE			
DEVELOPMENT	OPEN	OPEN/COMM.	OPEN

DISTRICT: DALLAS COUNTY: COLLIN

HIGHWAY: SH 289 CITY: CELINA

DATE OF STUDY 01-25-22 SCALE 1" = 0.1 MILES

MINUTE NO. : _____ DATE __/__/__

REPLACES : _____ DATE __/__/__

REPLACED BY : _____ DATE __/__/__

CANCELLED BY : _____ DATE __/__/__

LIMITS OF ZONE

	SECTION ONE	LENGTH ___ MILES			SECTION TWO	LENGTH ___ MILES	
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 + 00	____ - ____	_____ (____)	BEGINS	____ + ____	____ - ____	_____ (____)
	MP ____				MP ____		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	____ - ____	_____ (____)		____ + ____	____ - ____	_____ (____)
	MP ____				MP ____		

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◪ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0091 SEC. 04

LIMITS: FROM N. LEGACY DR. (BUS 289) TO FRONTIER PKWY. (FM 1461)

**SPEED LIMIT REDUCED BY 5 MPH BELOW THE 85TH PERCENTILE SPEED DUE TO THE FOLLOWING FACTOR:
HIGH DRIVEWAY DENSITY

SHEET 6 OF 9

Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 289

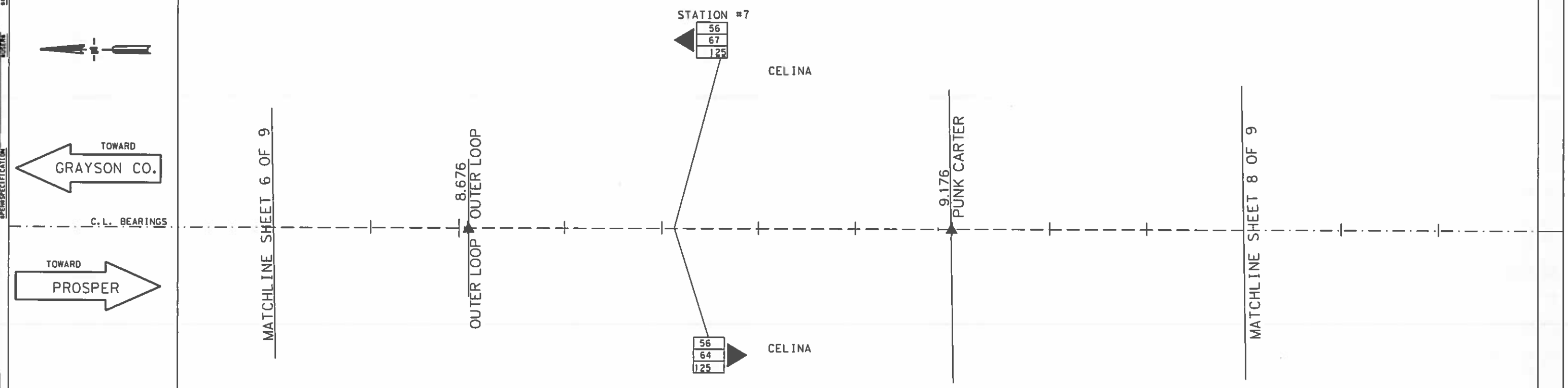
DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
	STATE	STATE DIST. NO.	COUNTY	
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.

7.C.b

Attachment: Approved- SH 289-CS 0091-03, 04-Speed Zone Study-RevisedCelina (Ordinance - Speed Zone Update - Preston Road (SH 289))

Packet Pg. 88

DEVELOPMENT	RESIDENTIAL
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	4.292
ZONE SPEEDS (M.P.H.)	**55 MPH



EXISTING SPEED LIMIT	50 MPH	55 MPH
ZONE SPEEDS (M.P.H.)	**55 MPH	
ZONE LENGTHS (MILES)	4.292	
ACCIDENTS		
R.O.W. AND RDBD. WIDTH		
SURFACE WIDTH AND TYPE	2 LANES	
GRADES OVER 3%	2 LANES, CURB/GUTTER, DIVIDED	
CURVES OVER 2°		
BALL BANK OR ADVISORY SPEED		
RES. SIGHT DISTANCE		
DEVELOPMENT	OPEN	

DISTRICT: DALLAS COUNTY: COLLIN

HIGHWAY: SH 289 CITY: CELINA

DATE OF STUDY 01-25-22 SCALE 1_" = 0.1 MILES

MINUTE NO. : _____	DATE __/__/__
REPLACES : _____	DATE __/__/__
REPLACED BY : _____	DATE __/__/__
CANCELLED BY : _____	DATE __/__/__

LIMITS OF ZONE

	SECTION ONE	LENGTH ___ MILES			SECTION TWO	LENGTH ___ MILES	
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 + 00	____ - ____	____ (____)	BEGINS	____ + ____	____ - ____	____ (____)
	MP ____				MP ____		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	____ - ____	____ (____)		____ + ____	____ - ____	____ (____)
	MP ____				MP ____		

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◪ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0091 SEC. 04

LIMITS: FROM N. LEGACY DR. (BUS 289) TO FRONTIER PKWY. (FM 1461)

**SPEED LIMIT REDUCED BY 5 MPH BELOW THE 85TH PERCENTILE SPEED DUE TO THE FOLLOWING FACTOR:
HIGH DRIVEWAY DENSITY

SHEET 7 OF 9

Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 289

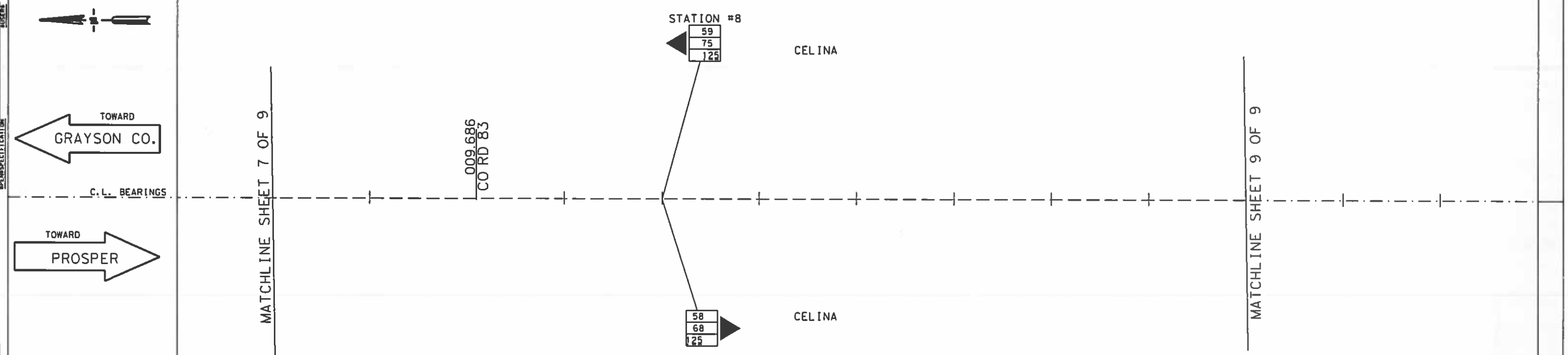
DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO. / COUNTY	
CHECKED	CONTROL NO.	SECTION NO.	JOB NO. / HIGHWAY NO.

7.C.b

Attachment: Approved- SH 289-CS 0091-03, 04-Speed Zone Study-RevisedCelina (Ordinance - Speed Zone Update - Preston Road (SH 289))

Packet Pg. 89

DEVELOPMENT	OPEN
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	4.292
ZONE SPEEDS (M.P.H.)	**55 MPH



EXISTING SPEED LIMIT	55 MPH
ZONE SPEEDS (M.P.H.)	**55 MPH
ZONE LENGTHS (MILES)	4.292
ACCIDENTS	
R.O.W. AND RDBD. WIDTH	
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED
GRADES OVER 3%	
CURVES OVER 2°	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	OPEN

DISTRICT: DALLAS COUNTY: COLLIN

HIGHWAY: SH 289 CITY: CELINA

DATE OF STUDY 01-25-22 SCALE 1" = 0.1 MILES

MINUTE NO. : _____ DATE __/__/__

REPLACES : _____ DATE __/__/__

REPLACED BY : _____ DATE __/__/__

CANCELLED BY : _____ DATE __/__/__

LIMITS OF ZONE

	SECTION ONE	LENGTH ___ MILES			SECTION TWO	LENGTH ___ MILES	
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 + 00	____ - ____	____ (____)	BEGINS	____ + ____	____ - ____	____ (____)
	MP ____				MP ____		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	____ - ____	____ (____)		____ + ____	____ - ____	____ (____)
	MP ____				MP ____		

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◕ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0091 SEC. 04

LIMITS: FROM N. LEGACY DR. (BUS 289) TO FRONTIER PKWY. (FM 1461)

**SPEED LIMIT REDUCED BY 5 MPH BELOW THE 85TH PERCENTILE SPEED DUE TO THE FOLLOWING FACTOR:
HIGH DRIVEWAY DENSITY

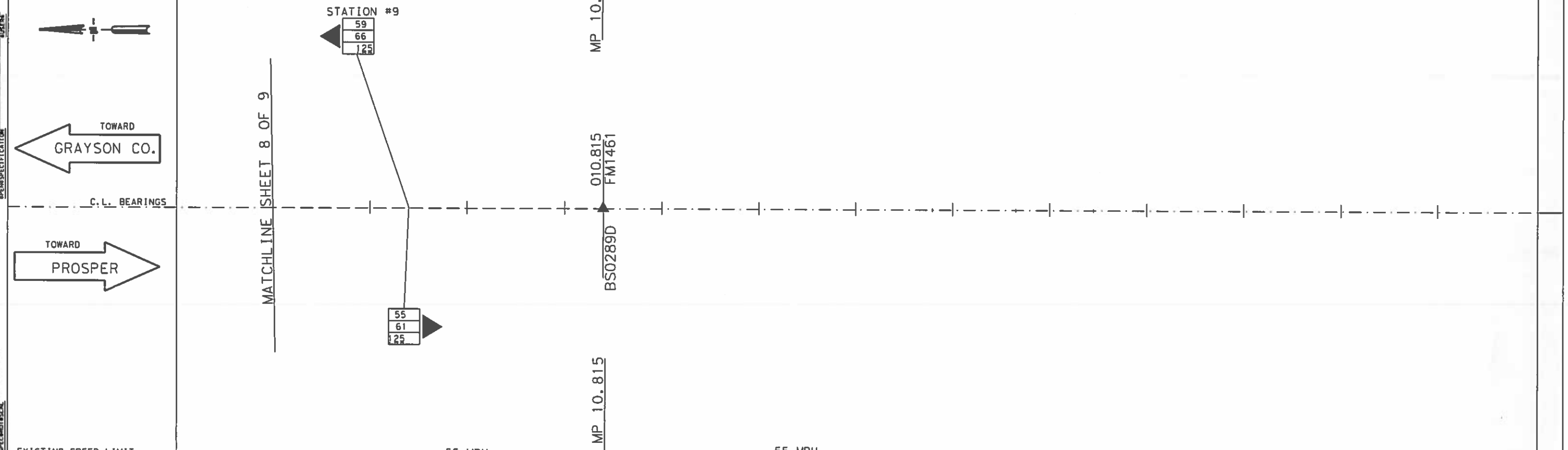
Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 289

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
	STATE	STATE DIST. NO.	COUNTY	
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.

Attachment: Approved- SH 289-CS 0091-03, 04-Speed Zone Study-RevisedCelina (Ordinance - Speed Zone Update - Preston Road (SH 289))

DEVELOPMENT	OPEN
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	4.292
ZONE SPEEDS (M.P.H.)	**55 MPH



EXISTING SPEED LIMIT	55 MPH	55 MPH
ZONE SPEEDS (M.P.H.)	**55 MPH	
ZONE LENGTHS (MILES)	4.292	
ACCIDENTS		
R.O.W. AND RDBD. WIDTH		
SURFACE WIDTH AND TYPE	2 LANES, CURB/GUTTER, DIVIDED	
GRADES OVER 3%		
CURVES OVER 2°		
BALL BANK OR ADVISORY SPEED		
RES. SIGHT DISTANCE		
DEVELOPMENT	OPEN	

DISTRICT: DALLAS COUNTY: COLLIN

HIGHWAY: SH 289 CITY: CELINA

DATE OF STUDY 01-25-22 SCALE 1" = 0.1 MILES

MINUTE NO. : _____ DATE __/__/__

REPLACES : _____ DATE __/__/__

REPLACED BY : _____ DATE __/__/__

CANCELLED BY : _____ DATE __/__/__

LIMITS OF ZONE

	SECTION ONE	LENGTH ___ MILES			SECTION TWO	LENGTH ___ MILES	
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 + 00	___ - ___	___ (___)	BEGINS	___ + ___	___ - ___	___ (___)
	MP ___				MP ___		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	___ - ___	___ (___)		___ + ___	___ - ___	___ (___)
	MP ___				MP ___		

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◐ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0091 SEC. 04

LIMITS: FROM N. LEGACY DR. (BUS 289) TO FRONTIER PKWY. (FM 1461)

**SPEED LIMIT REDUCED BY 5 MPH BELOW THE 85TH PERCENTILE SPEED DUE TO THE FOLLOWING FACTOR:
HIGH DRIVEWAY DENSITY

SHEET 9 OF 9

Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 289

DESIGN TEAM	FED. AID PROJ. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO. / COUNTY	
CHECKED	CONTROL NO.	SECTION NO. / JOB NO.	HIGHWAY NO.

CELINA TEXAS EST. 1876

Life Connected.

N Legacy Dr

N PRESTON RD

S PRESTON RD

Frontier Pkwy

Esri, NASA, NGA, USGS, FEMA

Speed Limit 55 MPH

Legend

- Preston Rd
- Roads
- Ultimate Boundary

Exhibit

City of Celina

6/2/2022

N W E S

0 2,500 5,000 Feet

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Linda Majeed, City Engineer
CC:	Andy Glasgow, Director of Engineering
Date:	June 14, 2022
Re:	Ordinance - Speed Zone Update - FM 428

Action Requested:
Consider and act upon an ordinance altering the prima facie speed limits established for vehicles under the provisions of transportation code, section 545.356 upon FM 428, or parts thereof, within the incorporate limits of the City of Celina. (FM 428 from FM 455/Walnut to Sunset Blvd to 50 MPH) (Glasgow)

Background Information:
The residents of Celina requested a speed reduction on FM 428 between FM 455/Walnut and Sunset Blvd due to pedestrian activities near Old Celina Park. The current speed limit is 55 MPH. TXDOT conducted a speed study per city request and recommended the speed limit to be reduced to 50 MPH. This ordinance update proposes to decrease the speed limit to 50 MPH as per the attached speed study. This ordinance only covers the section of FM 428 from FM 455/Walnut to Sunset Blvd.

Board Review/Citizen Input:
N/A

Alternatives:
Do nothing

Financial Considerations:
N/A

Legal Review:
City attorney will review the ordinance for content and form

Supporting Documents:
1. Ordinance with attachment
2. Speed Zone Study and Map

Staff Recommendation:
Approve

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES ARTICLE 12.03 OPERATION OF VEHICLES, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON FM 428 WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED $500.00 FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

WHEREAS, upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Transportation Code, Section 545.356, the following prima facie speed limits hereafter indicated for vehicles on the attached Exhibit "A" (strip map) are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

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

SECTION 1
PRIMA FACIE SPEED LIMITS

(a) That from and after the date of the passage of this speed zone ordinance with the exception of the speed limitation set forth in subsection (b), no motor vehicle shall be operated

Attachment: 22.06.dy_Amending 2009-18 Speed Zone FM 428 (002) (Ordinance - Speed Zone Update - FM 428)

along and upon the northbound and southbound lanes of FM 428 from its intersection with FM 455 to its intersection with Sunset Blvd and vice versa (more particularly depicted in the attached Exhibit "A") within the corporate limits of the City of Celina in excess of fifty (50) miles per hour.

(b) That from and after the date of the passage of this speed zone ordinance, no motor vehicle shall be operated along and upon the northbound and southbound lanes of FM 428 within the corporate limits of the City of Celina in excess of fifty (50) miles per hour.

(c) That the Celina Code of Ordinances Chapter 12: Traffic and Vehicles; Article 12.03 Operation of Vehicles; Division 2: Traffic Schedules shall be amended to include the speed limit and locations set forth herein.

SECTION 2
SIGNAGE

The City Manager of Celina is hereby authorized to cause to be erected, appropriate signs indicating such speed zones as described and set forth in Exhibit "A".

SECTION 3
PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be guilty of a misdemeanor and shall be fined, upon conviction, in an amount not more than five hundred dollars ($500.00.)

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting traffic 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: 22.06.dy_Amending 2009-18 Speed Zone FM 428 (002) (Ordinance - Speed Zone Update - FM 428)

SECTION 6
SEVERABILITY

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

SECTION 7
PUBLICATION CLAUSE

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

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the _____ day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

Attachment: 22.06.dy_Amending 2009-18 Speed Zone FM 428 (002) (Ordinance - Speed Zone Update - FM 428)

APPROVED AS TO FORM:

_____

City Attorney
City of Celina, Texas

Attachment: 22.06.dy_Amending 2009-18 Speed Zone FM 428 (002) (Ordinance - Speed Zone Update - FM 428)



Attachment: 22.06.dy_Amending 2009-18 Speed Zone FM 428 (002) (Ordinance - Speed Zone Update - FM 428)

SPEED ZONE

CONT. 2678 SEC. 01

LIMITS: FROM COLLIN CO.LINE TO FM 455

SHEET 1 of 4

Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
FM 428

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE DIST. NO.	COUNTY	
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.

85 PERCENTILE SPEED	42
TOP SPEED MEASURED	62
NUMBER OF CARS CHECKED	125

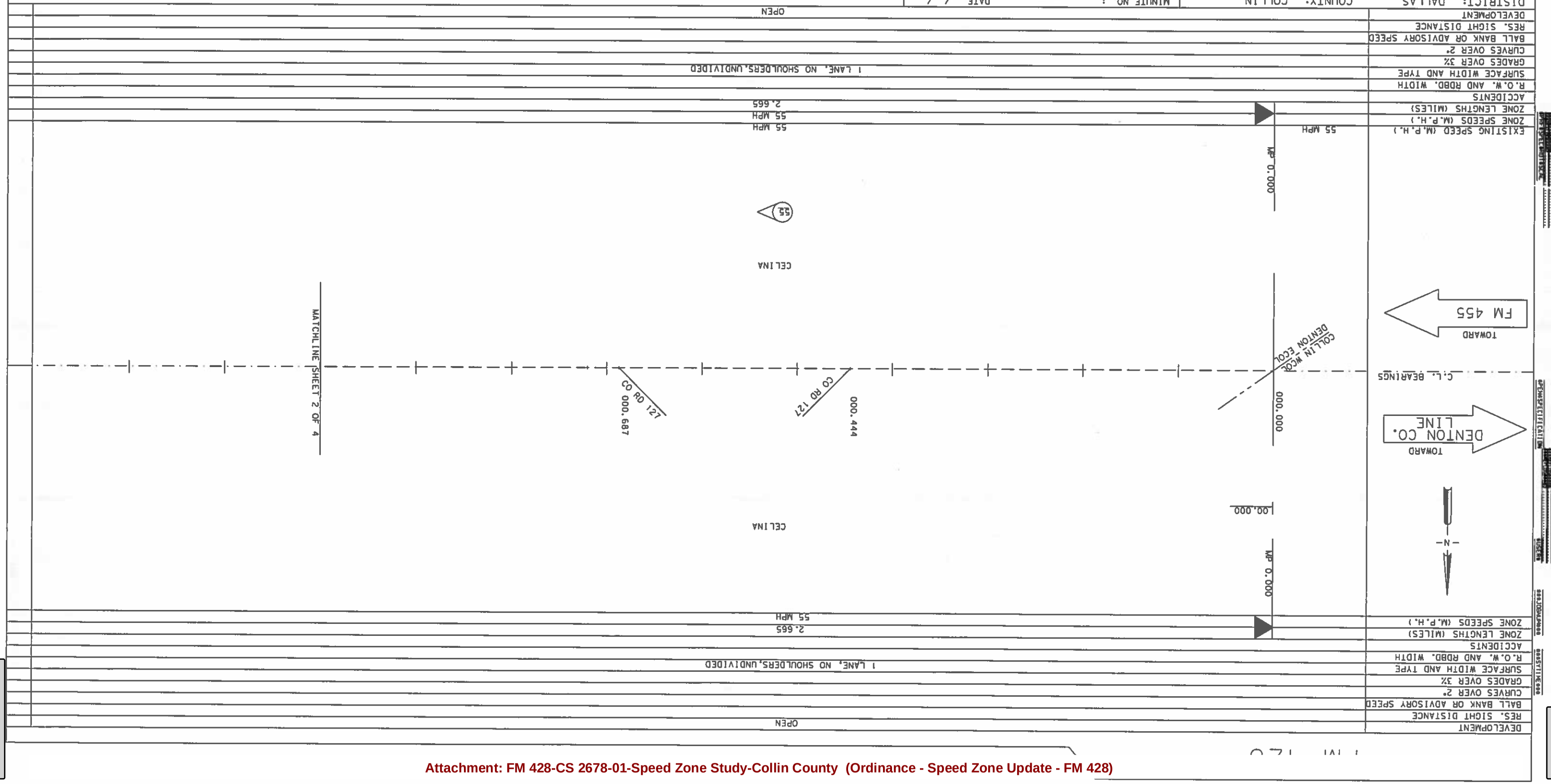
- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE
- SIGNALIZED INTERSECTION
- TRIAL RUN

LIMITS OF ZONE

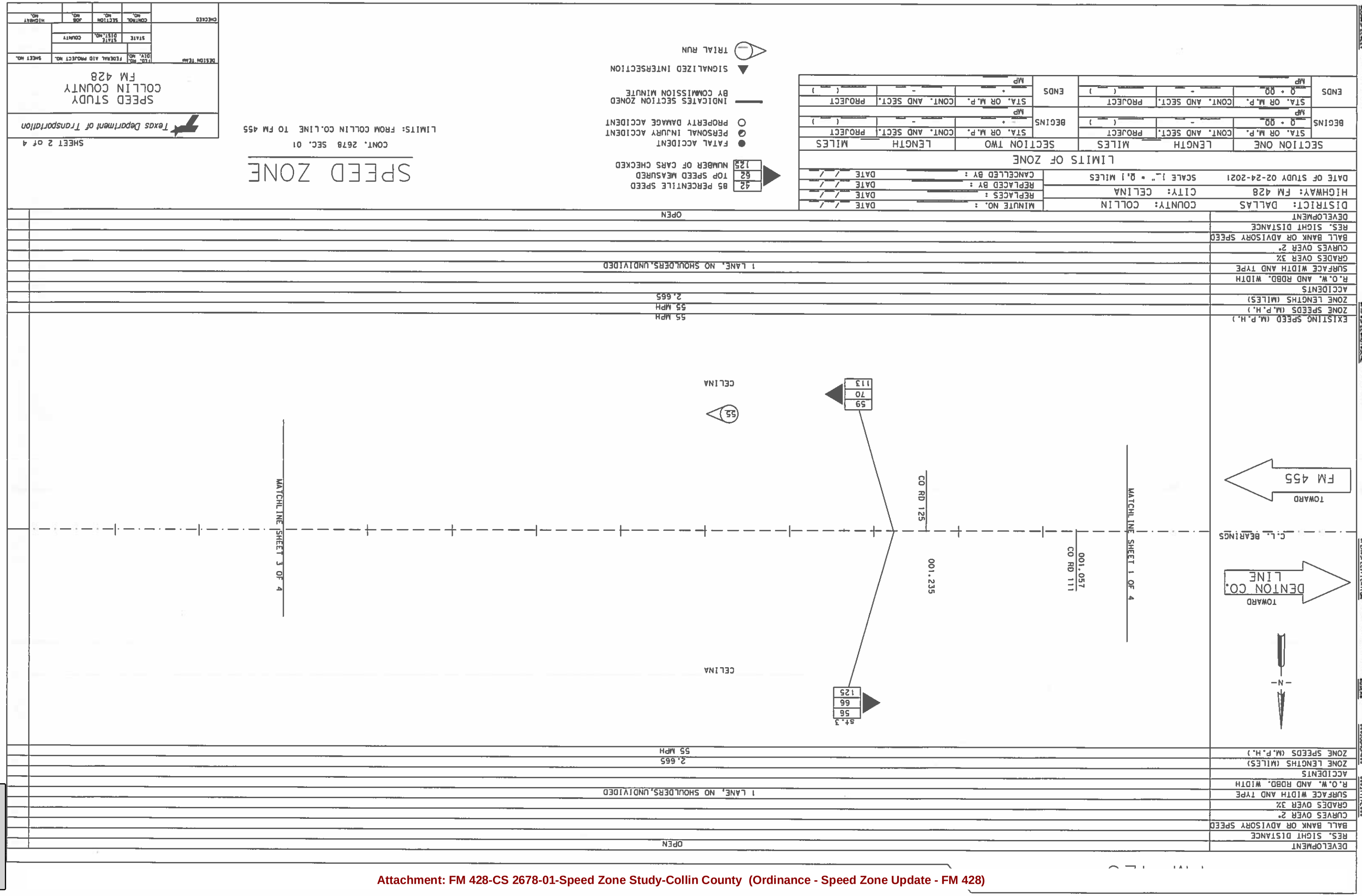
SECTION ONE	LENGTH 0.039 MILES	SECTION TWO	LENGTH MILES

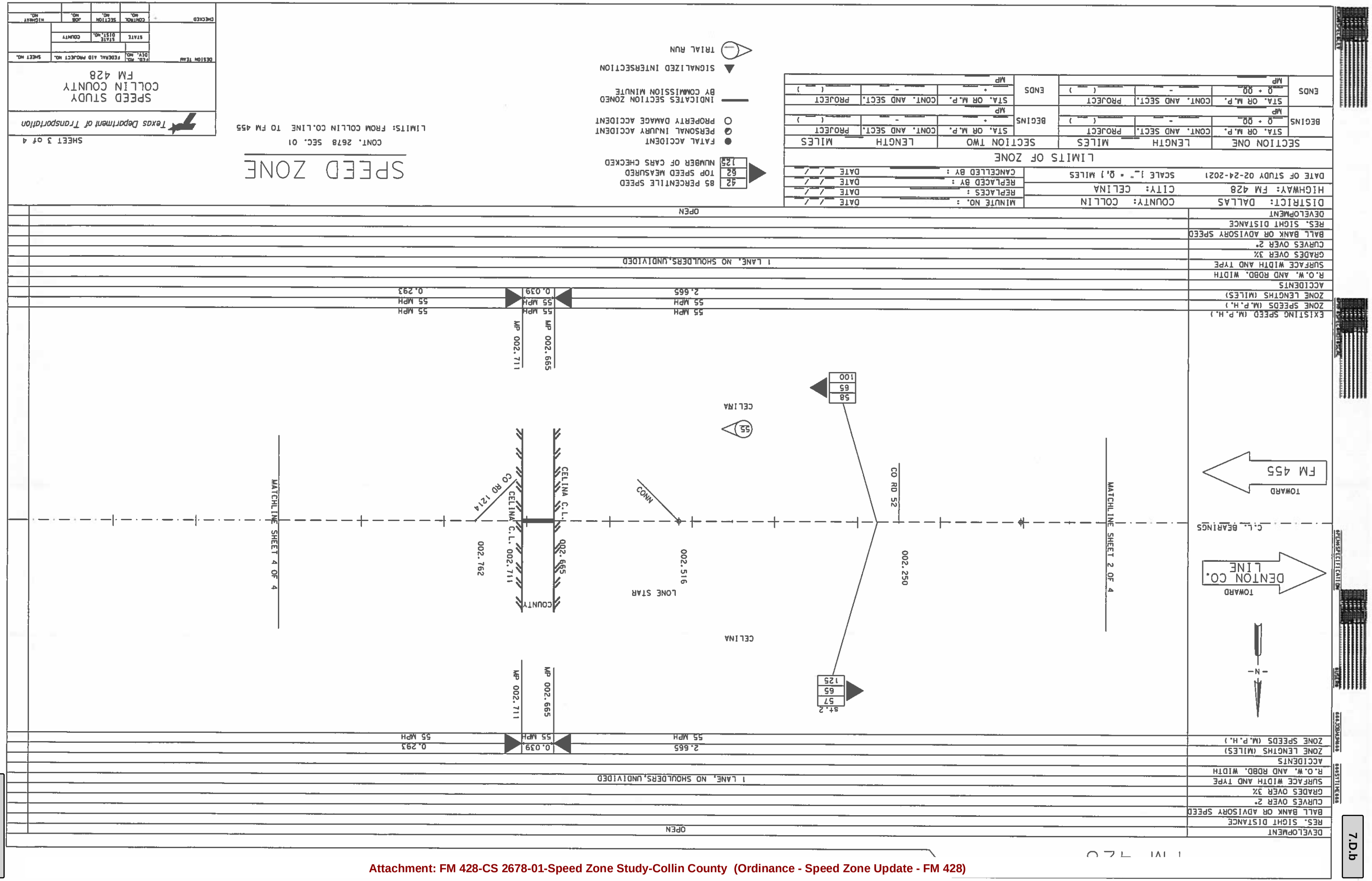
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		+	-	( )
	MP 2.672				MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		+	-	( )
	MP 2.711				MP		

DISTRICT: DALLAS COUNTY: COLLIN
HIGHWAY: FM 428 CITY: CELINA
DATE OF STUDY 02-24-2021 SCALE 1_" = 0.1 MILES
MINUTE NO. : DATE / /
REPLACES : DATE / /
REPLACED BY : DATE / /
CANCELLED BY : DATE / /



Attachment: FM 428-CS 2678-01-Speed Zone Study-Collin County (Ordinance - Speed Zone Update - FM 428)

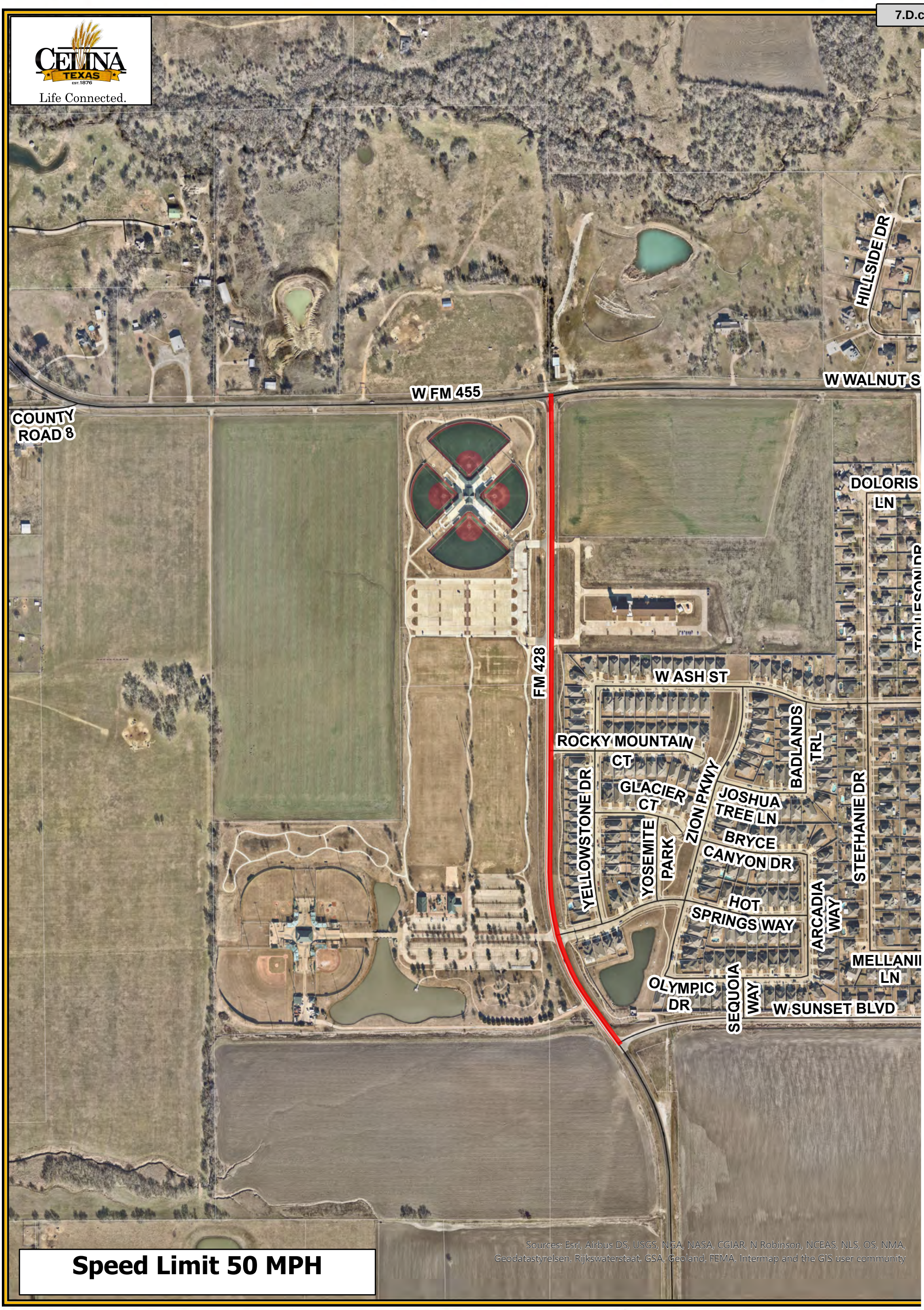

SPEED ZONE
CONT. 2678 SEC. 01
LIMITS: FROM COLLIN CO.LINE TO FM 455
SHEET 2 of 4
Texas Department of Transportation
SPEED STUDY
COLLIN COUNTY
FM 428
DESIGN TEAM
FED.RD. DIV. NO.
FEDERAL AID PROJECT NO.
SHEET NO.
STATE
STATE DIST.NO.
COUNTY
CHECKED
CONT.NO.
SECTION NO.
JOB NO.
HIGHWAY NO.
TRIAL RUN
SIGNALIZED INTERSECTION
INDICATES SECTION ZONED BY COMMISSION MINUTE
FATAL ACCIDENT
PERSONAL INJURY ACCIDENT
PROPERTY DAMAGE ACCIDENT
42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED
LIMITS OF ZONE
SECTION ONE
LENGTH
MILES
SECTION TWO
LENGTH
MILES
BEGINS
STA. OR M.P.
CONT. AND SECT.
PROJECT
Q + QQ
MP
ENDS
STA. OR M.P.
CONT. AND SECT.
PROJECT
Q + QQ
MP
MINUTE NO. :
DATE
REPLACES :
REPLACED BY :
CANCELLED BY :
DATE OF STUDY 02-24-2021
SCALE 1" = 0.1 MILES
DISTRICT: DALLAS
COUNTY: COLLIN
HIGHWAY: FM 428
CITY: CELINA
EXISTING SPEED (M.P.H.)
ZONE SPEEDS (M.P.H.)
ZONE LENGTHS (MILES)
ACCIDENTS
R.O.W. AND RDBD. WIDTH
SURFACE WIDTH AND TYPE
GRADES OVER 3%
CURVES OVER 2°
BALL BANK OR ADVISORY SPEED
RES. SIGHT DISTANCE
DEVELOPMENT
55 MPH
55 MPH
2.665
1 LANE, NO SHOULDERS,UNDIVIDED
OPEN
CELINA
55
59
70
113
CELINA
st.3
125
66
56
CO RD 125
001.235
CO RD 111
001.057
MATCHLINE SHEET 3 OF 4
MATCHLINE SHEET 1 OF 4
TOWARD
FM 455
C.L. BEARINGS
TOWARD
DENTON CO. LINE
N
#PRMSPECIFICATION
#PRMSPECIFICATION
#PRMSPECIFICATION



Attachment: FM 428-CS 2678-01-Speed Zone Study-Collin County (Ordinance - Speed Zone Update - FM 428)

Attachment: FM 428-CS 2678-01-Speed Zone Study-Collin County (Ordinance - Speed Zone Update - FM 428)

CELINA TEXAS EST. 1876
Life Connected.



Legend

- FM 428
- Roads
- Ultimate Boundary

Exhibit
City of Celina

6/2/2022

N W E S

0 388 775 Feet

Attachment: FM 428 Exhibit (Ordinance - Speed Zone Update - FM 428)



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:	June 14, 2022
Re:	Past Due Account Penalty Ordinance Update

Action Requested:
Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A, Article A5, Section A5.006: Past Due Account Penalty. (Bromiley)

Background Information:
The City is revising the dates for when a utility account is charged a past due account penalty fee. Currently, the fee ordinance states, "Bills are due on the tenth of each month. If the tenth falls on a weekend or holiday, the following business day will be served as the tenth for billing purposes. All payments after the tenth accrue a 10% penalty of the current charge. If the bill is not paid in full by the twenty-third of the same month, service will be disconnected until full payment is received. Payment will include current charges plus all associated service charges." The wording regarding the timing of the penalty will be changed from the tenth to the sixteenth. This will allow the customer to have a longer grace period between the due date and the accessing of a penalty.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
2022 - Amended Ordinance - Past Due Account Penalty

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, APPENDIX A, ARTICLE A5; UTILITY RATES AND CHARGES; SECTION A5.006 PAST DUE ACCOUNT PENALTY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has determined that certain provisions regarding alcoholic beverage offenses and nuisances are in the best interest of the City; and

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

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

SECTION 1
INCORPORATION OF PREMISES

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

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.

Attachment: 2022 Amended Ordinance - Past Due Account Penalty (Past Due Account Penalty Ordinance Update)

SECTION 3
AMENDMENT

3.01 That the City Code of Ordinances, Appendix A, Article A5, Utility Rates and Charges, Section A5.005 Past Due Account Penalty is hereby amended to read as follows:

"Bills are due on the tenth of each month. If the tenth falls on a weekend or holiday, the following business day will be served as the tenth for billing purposes. All payments after the sixteenth accrue a 10% penalty of the current charge. If the bill is not paid in full by the twenty-third of the same month, service will be disconnected until full payment is received. Payment will include current charges plus all associated service charges."

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

SECTION 4
CUMULATIVE REPEALER

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

SECTION 5
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances, "Appendix A, Article A5, Utility Rates and Charges, Section A5.005 Past Due Account Penalty" which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but maybe prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

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

Attachment: 2022 Amended Ordinance - Past Due Account Penalty (Past Due Account Penalty Ordinance Update)

SECTION 7
PUBLICATION

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

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this the ____14th_____ day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Fields, Deputy City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
Lance Vanzant
City Attorney

Passed and Adopted this _____ day of _____, 2022.

Attachment: 2022 Amended Ordinance - Past Due Account Penalty (Past Due Account Penalty Ordinance Update)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: Oncor Rate Increase- Suspension Resolution

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas finding that Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be suspended; authorizing participation with Oncor Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. (Satarino)

Background Information:
Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about May 13, 2022 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about $251 million or approximately 4.5% cumulative over all jurisdictions and revenues streams. Oncor requests the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month (average for a 2,500 sq. ft. home in Celina) would see a bill increase of about $6.02 per month.

The resolution suspends the June 17, 2022 effective date of Oncor's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

Board Review/Citizen Input:
N/A

Alternatives:

N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has reviewed this item.

Supporting Documents:
Proposed Suspension Resolution

Staff Recommendation:
Staff recommends approval of the suspension resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF CELINA, TEXAS SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Celina, Texas a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022; and

WHEREAS, the City of Celina, Texas is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the June 17, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Attachment: 2022 Oncor RC Suspension Resolution_JLM (Oncor Rate Increase-Suspension Resolution)

2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the _____ day of _____, 2022.

_____
Mayor, City of _____

ATTEST:

_____

_____

Attachment: 2022 Oncor RC Suspension Resolution_JLM (Oncor Rate Increase-Suspension Resolution)

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Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Linda Majeed, City Engineer
CC:	Andy Glasgow, Director of Engineering
Date:	June 14, 2022
Re:	Release of Sanitary Sewer Easement- Light Farms- Cypress 3

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of a sanitary sewer easement situated on a 0.7098 acre tract in the Collin County Land Survey No. 14 Abstract number 167 as part of Light Farms, Cypress 3 subdivision. (Glasgow)

Background Information:

By that certain instrument dated the 26th day of February 2015, recorded document number 20150226000210700, recorded in the Official Public Records of Collin County, Texas, the city of Celina, Texas was granted the easement and right to grade, alter the slope and construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain sanitary sewer lines. With the construction of the Cypress 3, the easement is being incorporated in the new Right of Way dedicated for Kingston Lane hence City of Celina has determined that there is no longer the need for the easement and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit "A"

Notification:
N/A

Legal Review:
The City Attorney has reviewed the Ordinance and found it acceptable.

Supporting Documents:
- Ordinance

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2022- ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, VACATING AND ABANDONING A PORTION OF PERMANENT SANITARY SEWER EASEMENT SITUATED ON A 0.7098 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY LAND SURVEY NO. 14, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS; SAID TRACT BEING PART OF A TRACT OF LAND DESCRIBED IN INSTRUMENT AS CYPRESS PHASE III TRACT IN INSTRUMENT TO LFC DEVCO S2C3H4, LLC AS RECORDED UNDER DOCUMENT NO. 20210203000234390 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO SIGN A RELAEASE OF EASEMENT; AUTHORIZING THE CITY SECRETARY TO FILE THE RELEASE OF EASEMENT.

WHEREAS, by that certain Instrument Number 20150226000210700 , dated the 26th day of February, 2015, recorded in the Official Public Records of Collin County, Texas, the City of Celina, Texas was granted the easement and right to grade, alter the slope, and construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain sanitary sewer pipes, lines and related facilities, together with all incidental improvements in, upon and across that certain tract of real property owned by LFC Land Company, LLC. and located in Collin County, Texas, as more particularly described and depicted as the Sanitary Sewer Easement to be partially released on Exhibit "A", the grantors of such easement being LFC Land Company, LLC; and

WHEREAS, the City of Celina has determined that it no longer needs the easement and rights conveyed to it by said instrument, and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit "A"; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City of Celina is authorized to release and convey an easement interest in land to the property owners who own the underlying fee simple; and

WHEREAS, the City Council has determined that the Original Easement no longer provides a public benefit and that the public would be best served by its abandonment

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

SECTION 1

The City does hereby vacate and abandon all of the rights, title, and interest of the City and the public in the said Original Easement that is located across the Property, as depicted in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 2

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

The Mayor of the City of Celina is hereby authorized and empowered to execute, on behalf of the City, a release easement releasing title to the owners to the Property, all claims to title, ownership or control of the Original Easement described in Section 1 of this Ordinance.

SECTION 3

The City Secretary is directed to file an original of the Release of Easement in the Deed Records of Collin County, Texas.

SECTION 4

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this _14th_ day of June 2022.

IN WITNESS WHEREOF, this instrument is executed on this the _____day of June 2022.

CITY OF CELINA:

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

EXHIBIT "A"

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

EXHIBIT 'A'

PARTIAL RELEASE OF PERMANENT SANITARY SEWER EASEMENT
GRANTEE: CITY OF CELINA, TEXAS
LAND DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas and being a portion of a 13.25-acre tract of land described as the Cypress Phase III Tract in instrument to LFC Devco S2C3H4, LLC as recorded under Document No. 20210203000234390 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being a portion of the 0.7098-acre tract of land described as a 15-foot Sanitary Sewer Easement to the City of Celina, Texas as recorded under Document No. 20150226000210700, O.P.R.C.C.T., and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rebar with yellow plastic cap stamped "Huitt-Zollars" found at the intersection of the east right-of-way line of Kingston Lane (a 50-foot right-of-way as shown in Volume 2017, Page 325, P.R.C.C.T.) with the northerly line of Light Farms, The Cypress Neighborhood Phase 2, an addition within extra-territorial jurisdiction of the City of Celina, Texas, as recorded in Volume 2017, Page 325 of the Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE South 85 degrees 52 minutes 57 seconds West along the northerly line of said Light Farms, The Cypress Neighborhood Phase 2, a distance of 14.35 feet to a point of intersection with the easterly line of said 0.7098-acre easement tract and **POINT OF BEGINNING**;

THENCE South 85 degrees 52 minutes 57 seconds West continuing along the northerly line of said Light Farms, The Cypress Neighborhood Phase 2, and crossing said 0.7098-acre easement tract, a distance of 15.01 feet to a point of intersection with the westerly line of said 0.7098-acre easement tract from which a 5/8-inch iron rebar with yellow plastic cap stamped "Huitt-Zollars" found on the west right-of-way line of said Kinston Lane at the northwest corner of said Light Farms, The Cypress Neighborhood Phase 2 bears South 85 degrees 52 minutes 57 seconds West at a distance of 20.64 feet, said intersection point being the beginning of a non-tangent curve to the left having a central angle of 8 degrees 12 minutes 31 seconds, a radius of 992.50 feet and being subtended by a 142.07-foot chord which bears North 10 degrees 30 minutes 28 seconds West;

THENCE departing the northerly line of said Light Farms, The Cypress Neighborhood Phase 2 and continuing over and across said 13.25-acre tract and following the westerly line of said 0.7098-acre easement tract the following courses:

Continuing along said curve to the left, an arc distance of 142.19 feet to the end of said curve;

North 14 degrees 36 minutes 43 seconds West a distance of 114.41 feet to a point for corner;

South 75 degrees 23 minutes 17 seconds West a distance of 2.50 feet to a point for corner;

North 14 degrees 36 minutes 43 seconds West a distance of 53.09 feet to a point of intersection with the southeasterly line of Lot 8X Drainage Easement & Open Space of Light Farms, The Eastland Neighborhood – Phase II, an addition to Collin County, Texas within the extra-territorial jurisdiction of the City of Celina, Texas as recorded in Volume 2017, Page 675, P.R.C.C.T. and under Document No. 2017081801000400, O.P.R.C.C.T. from which a cut "X" in concrete found on the easterly line of said Lot 8X bears South 8 degrees 09 minutes 24 seconds West at a distance of 38.74 feet, said intersection point being the beginning of a non-tangent curve to the right having a central angle of 26 degrees 58 minutes 10 seconds,

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

a radius of 50.00 feet and being subtended by a 23.32-foot chord which bears North 44 degrees 26 minutes 45 seconds East;

THENCE continuing along said curve to the right and along the southeasterly line of said Lot 8X and crossing said 0.7098-acre easement tract, an arc distance of 23.54 feet to a point of intersection with the easterly line of said 0.7098-acre easement tract;

THENCE departing the southeasterly line of said Lot 8X and continuing over and across said 13.25-acre tract and following the easterly line of said 0.7098-acre easement tract the following courses:

South 14 degrees 36 minutes 43 seconds East a distance of 65.08 feet to a point for corner;

North 75 degrees 23 minutes 17 seconds East a distance of 7.50 feet to a point for corner;

South 14 degrees 36 minutes 43 seconds East a distance of 15.00 feet to a point for corner;

South 75 degrees 23 minutes 17 seconds West a distance of 10.00 feet to a point for corner;

South 14 degrees 36 minutes 43 seconds East a distance of 99.41 feet to a point being the beginning of a curve to the right having a central angle of 8 degrees 14 minutes 33 seconds, a radius of 1007.50 feet and being subtended by a 144.81-foot chord which bears South 10 degrees 29 minutes 26 seconds East;

Continuing along said curve to the right, an arc distance of 144.94 feet to the POINT OF BEGINNING and containing 5,223 square feet or 0.1199 of an acre of land, more or less.

The bearings described are based on the U.S. State Plane Coordinate System, North American Datum 1983 (2011), Texas North Central Zone (4202).

An exhibit plat of even date accompanies this land description.

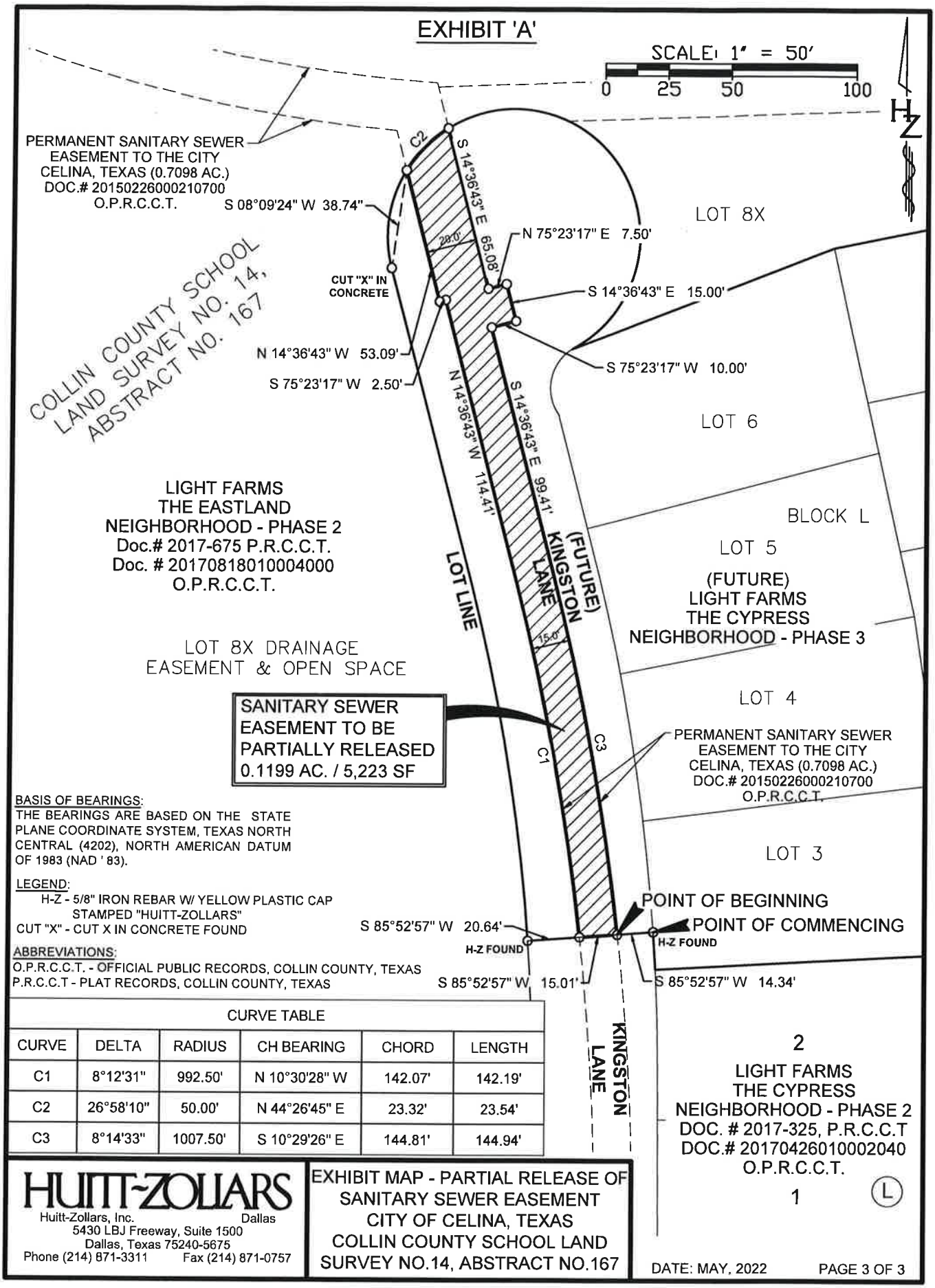
For Huitt-Zollars, Inc.



Mitchell S. Pillar, Registered Professional Land Surveyor
Texas Registration No. 5491
Huitt-Zollars, Inc.
Firm Registration No. 10025600
5430 L.B.J. Freeway, Suite 1500
Dallas, Texas 75240
Date: May 17, 2022

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

EXHIBIT 'A'



BASIS OF BEARINGS:
THE BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL (4202), NORTH AMERICAN DATUM OF 1983 (NAD '83).

LEGEND:
H-Z - 5/8" IRON REBAR W/ YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS"
CUT "X" - CUT X IN CONCRETE FOUND

ABBREVIATIONS:
O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T - PLAT RECORDS, COLLIN COUNTY, TEXAS

CURVE TABLE

CURVE	DELTA	RADIUS	CH BEARING	CHORD	LENGTH
C1	8°12'31"	992.50'	N 10°30'28" W	142.07'	142.19'
C2	26°58'10"	50.00'	N 44°26'45" E	23.32'	23.54'
C3	8°14'33"	1007.50'	S 10°29'26" E	144.81'	144.94'

HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
5430 LBJ Freeway, Suite 1500
Dallas, Texas 75240-5675
Phone (214) 871-3311 Fax (214) 871-0757

EXHIBIT MAP - PARTIAL RELEASE OF SANITARY SEWER EASEMENT
CITY OF CELINA, TEXAS
COLLIN COUNTY SCHOOL LAND SURVEY NO.14, ABSTRACT NO.167

DATE: MAY, 2022 PAGE 3 OF 3

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

*----------
* Prepared by: Huitt-Zollars, Inc.
* Routine: Reduce Map Check File Coord File: CLOSURE.crd 5/18/22 9:58:35
* Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000
*----------
EXHIBIT PARTIAL RELEASE SSE #20150226000210700 (CLOSURE)

Correct Ending Coordinates, North: 100000.00000 East: 100000.00000
Ending Coordinates, North: 100000.00264 East: 100000.00086
Error, N: 0.00 E: 0.00 Total: 0.00 Brg: S 18°02'13"W
Distance Traversed: 692.20 Closure: 249183

No Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
		100000.00000	100000.00000		62
S 85°52'57"W	15.01	99998.92225	99985.02874		63

CURVE DEF: Arc CURVE DIR: CCW
RAD: 992.50 LEN: 142.19 TAN: 71.22 CEN. ANG: 8°12'31"
CHORD: 142.07 MO: 2.55 EXT: 2.55 DEGREE: 5°46'22"
SEG: 241 TRI: 70322 SEC: 70563

S 83°35'47"W	992.50	99888.22956	98998.72079	64 PC->RP
N 75°23'16"E	992.50	100138.61095	99959.11936	65 RP->PT
N 10°30'28"W	142.07	100138.61095	99959.11936	65 PC->PT
N 14°36'43"W	114.41	100249.32054	99930.25702	66
S 75°23'17"W	2.50	100248.68986	99927.83788	67
N 14°36'43"W	53.09	100300.06275	99914.44481	68

CURVE DEF: Arc CURVE DIR: CW
RAD: 50.00 LEN: 23.54 TAN: 11.99 CEN. ANG: 26°58'10"
CHORD: 23.32 MO: 1.38 EXT: 1.42 DEGREE: 114°35'30"
SEG: 21 TRI: 567 SEC: 588

S 59°02'20"E	50.00	100274.33994	99957.32064	69 PC->RP
N 32°04'10"W	50.00	100316.71020	99930.77331	70 RP->PT
N 44°26'45"E	23.32	100316.71020	99930.77331	70 PC->PT
S 14°36'43"E	65.08	100253.73511	99947.19111	71
N 75°23'17"E	7.50	100255.62715	99954.44853	72
S 14°36'43"E	15.00	100241.11230	99958.23260	73
S 75°23'17"W	10.00	100238.58959	99948.55603	74
S 14°36'43"E	99.41	100142.39484	99973.63430	75

CURVE DEF: Arc CURVE DIR: CW
RAD: 1007.50 LEN: 144.94 TAN: 72.59 CEN. ANG: 8°14'33"
CHORD: 144.81 MO: 2.61 EXT: 2.61 DEGREE: 5°41'13"
SEG: 252 TRI: 72761 SEC: 73012

S 75°23'17"W	1007.50	99888.23408	98998.71966	76 PC->RP
N 83°37'50"E	1007.50	100000.00264	100000.00086	77 RP->PT

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

S 10°29'26"E 144.81 100000.00264 100000.00086 77 PC->PT
Bearing Distance Northing Easting Elevation Point ID

Approx: Sq. Feet: 5223 Acres: 0.1199

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

20150226000210700 02/26/2015 02:57:46 PM EM 1/

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING, RETURN TO:

Republic Title of Texas
2626 Howell Street, 10th Floor
Dallas, Texas 75204

PERMANANT SANITARY SEWER EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That **LFC LAND COMPANY, LLC** ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the ***CITY OF CELINA, TEXAS*** ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to grade, alter the slope, and construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain sanitary sewer pipes, lines and related facilities (the "Facilities"), together with all incidental improvements in, upon and across that certain .7098 acre tract of real property owned by Grantor and located in Collin County, Texas, as more particularly described and depicted as the "15' Sanitary Sewer Easement" on Exhibit "A", attached hereto and incorporated herein for all purposes (the "Easement Property").

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are nonexclusive, provided, however, Grantor covenants that Grantor will not convey any other easement or conflicting right within the area covered by this grant which interfere with Grantee's rights granted herein.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee shall not remove or damage any property outside the Easement Property except for underbrush, shrubs or trees which may encroach upon the Easement Property or to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURES TO FOLLOW.]

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this 24th day of February, 2015.

GRANTOR:

LFC LAND COMPANY, LLC, a Texas limited liability company

By: RJM/CELINA III, L.P., a Texas limited partnership, Manager

By: RJM/CELINA III GP, INC., a Texas corporation, General Partner

By: _____
Tony Ruggeri, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was ACKNOWLEDGED before me on February 24th, 2015, by Tony Ruggeri, the President of RJM/Celina III GP, Inc., a Texas corporation, on behalf of said corporation as the sole general partner of RJM/Celina III, L.P., a Texas limited partnership, on behalf of said limited partnership as managing member of LFC Land Company, LLC, a Texas limited liability company, on behalf of said company.

[S E A L]

HEATHER PAUZER
MY COMMISSION EXPIRES
August 31, 2016

_____
Notary Public, State of Texas

My Commission Expires:

8/31/16

Heather Pauzer
Printed Name of Notary Public

HEATHER PAUZER
MY COMMISSION EXPIRES
August 31, 2016

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

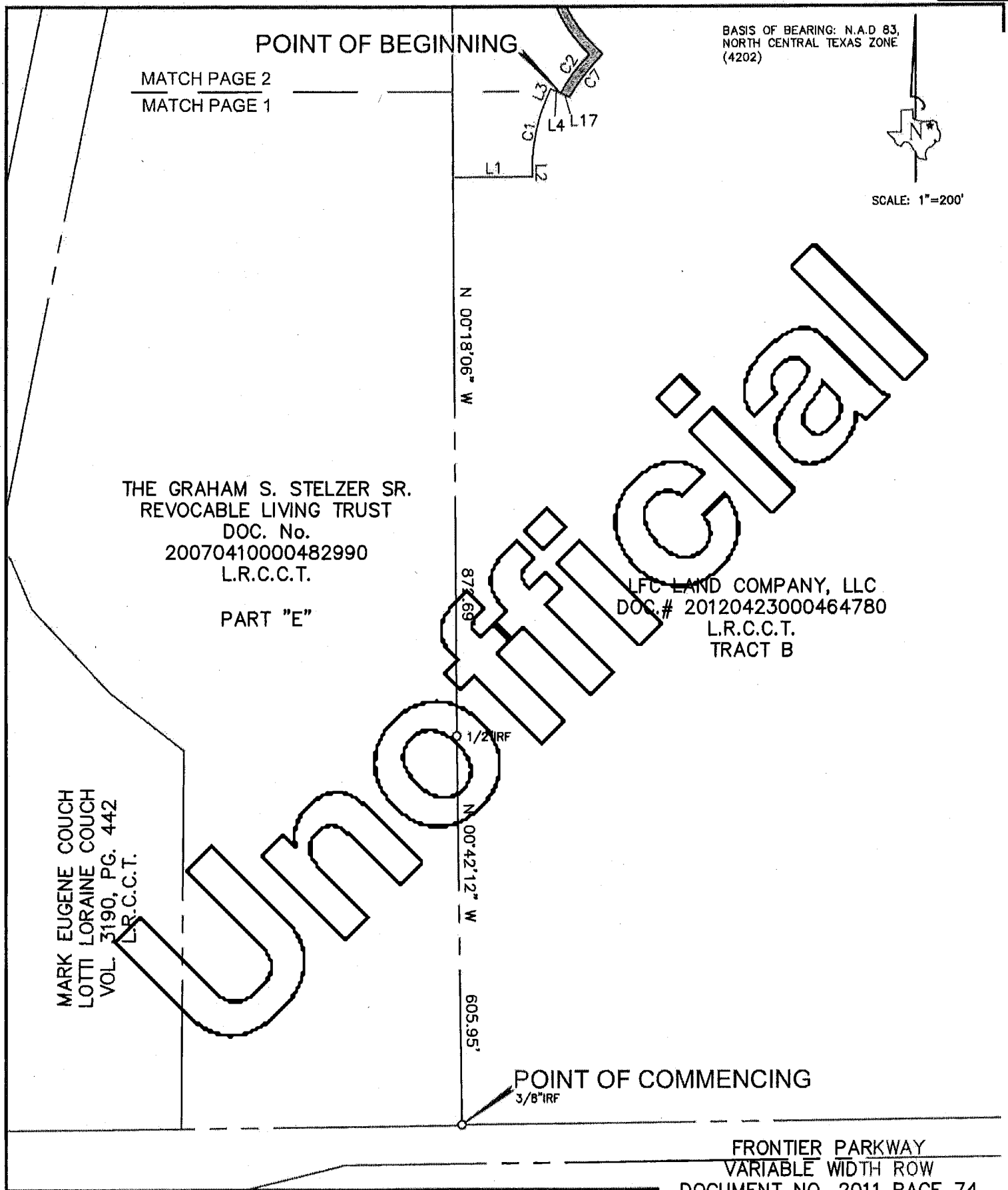
EXHIBIT "A"

Description and Depiction of Easement Property

(6 pages attached)

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

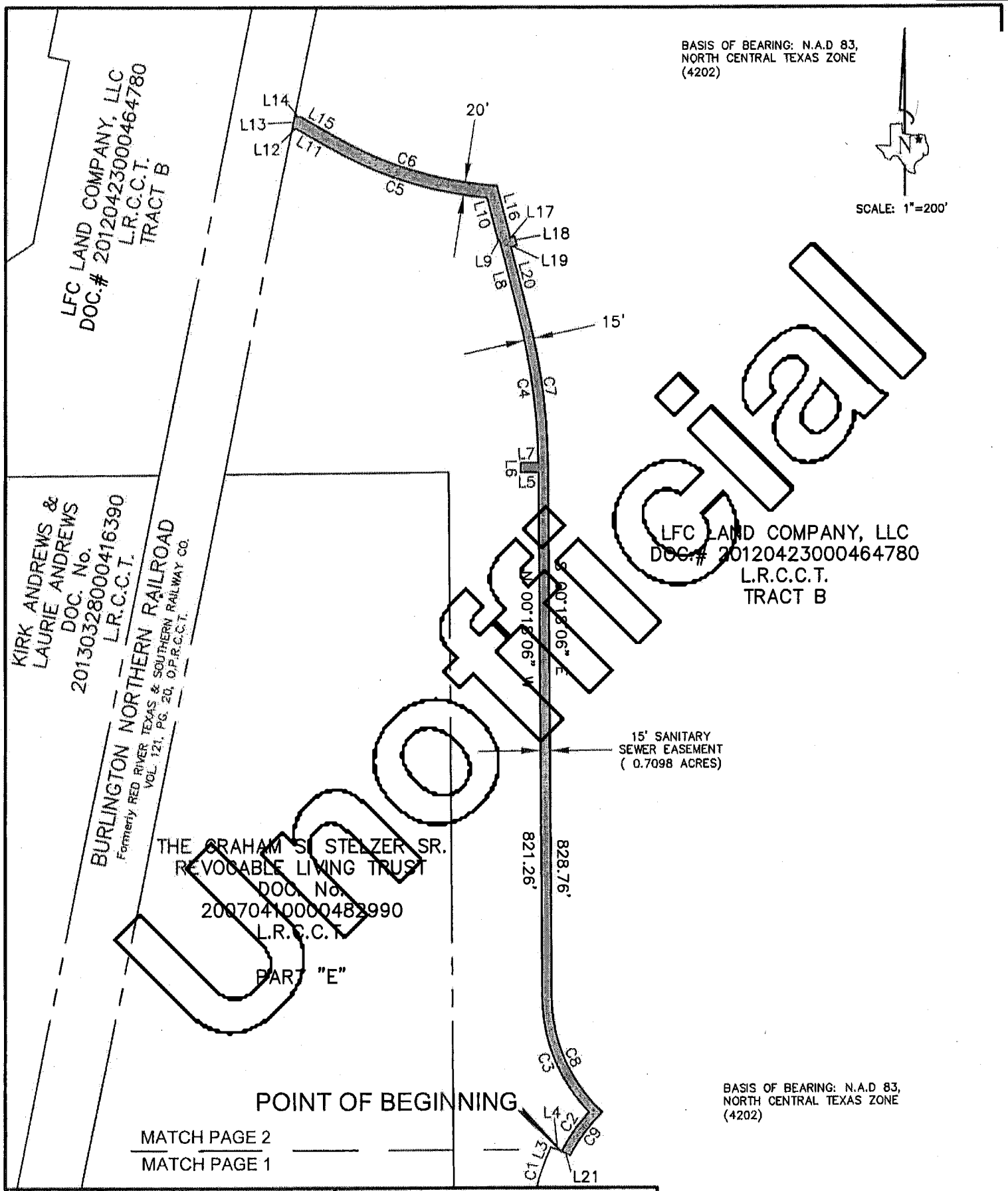


Unofficial

HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757

15' SANITARY
SEWER EASEMENT
OUT OF THE COLLIN COUNTY
SCHOOL LAND SURVEY No. 14,
ABSTRACT No. 167
COLLIN COUNTY, TEXAS

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)



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15' SANITARY SEWER EASEMENT
OUT OF THE COLLIN COUNTY SCHOOL LAND SURVEY No. 14, ABSTRACT No. 167
COLLIN COUNTY, TEXAS

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

LINE	BEARING	DISTANCE
L1	N 89°41'54" E	125.00'
L2	N 00°18'06" W	11.99'
L3	N 22°39'29" E	20.00'
L4	S 67°20'36" E	18.28'
L5	S 89°41'54" W	27.50'
L6	N 00°18'06" W	15.00'
L7	N 89°41'54" E	27.47'
L8	N 14°36'43" W	114.41'
L9	S 75°23'17" W	2.50'
L10	N 14°36'43" W	69.14'
L11	N 59°45'46" W	54.70'
L12	N 85°27'45" W	7.77'
L13	N 11°20'28" E	20.14'
L14	S 85°27'45" E	9.95'
L15	S 59°45'46" E	59.26'
L16	S 14°36'43" E	83.37'
L17	N 75°23'17" E	7.50'
L18	S 14°36'43" E	15.00'
L19	S 75°23'17" W	10.00'
L20	S 14°36'43" E	99.41'
L21	N 67°20'36" W	15.05'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	110.19'	275.00'	22°57'30"	N 11°10'39" E	109.46'
C2	75.92'	257.50'	16°53'35"	N 35°33'28" E	75.65'
C3	199.12'	257.50'	44°18'21"	N 22°27'16" W	194.20'
C4	240.39'	992.50'	13°52'39"	N 07°40'24" W	239.80'
C5	266.48'	610.00'	25°01'47"	N 72°16'39" W	264.37'
C6	271.73'	590.00'	26°23'19"	S 72°57'25" E	269.34'
C7	251.64'	1007.50'	14°18'37"	S 07°27'24" E	250.98'
C8	208.08'	242.50'	47°44'47"	S 24°10'29" E	196.29'
C9	85.33'	299.27'	16°20'13"	S 37°06'47" W	85.04'

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HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757

15' SANITARY
SEWER EASEMENT
OUT OF THE COLLIN COUNTY
SCHOOL LAND SURVEY No. 14,
ABSTRACT No. 167
COLLIN COUNTY, TEXAS

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

LAND DESCRIPTION
15' SANITARY SEWER EASEMENT

BEING a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas and being a portion of a tract of land described in instrument to LFC Land Company, LLC as recorded in Document No. 20120423000464780 of the Deed Records, Collin County, Texas and being more particularly described as follows;

COMMENCING at a 3/8 inch iron rod found at the southwest corner of said LFC Land Company, LLC tract;

THENCE along the westerly line of said LFC Land Company, LLC tract, North 00 degrees 42 minutes 12 seconds West a distance of 605.95 feet to a 1/2 inch iron rod found;

THENCE continuing along the westerly line of said LFC Land Company, LLC tract, North 00 degrees 18 minutes 06 seconds West a distance of 872.69 feet to a point for corner;

THENCE departing the westerly line of said LFC Land Company, LLC tract, North 89 degrees 41 minutes 54 seconds East a distance of 125.00 feet to a point for corner;

THENCE North 00 degrees 18 minutes 06 seconds West a distance of 11.99 feet to a point for corner at the beginning of a curve to the right having a delta angle of 22 degrees 57 minutes 30 seconds, a radius of 275.00 feet and being subtended by a chord which bears North 11 degrees 10 minutes 39 seconds East a distance of 109.46 feet;

THENCE along said curve to the right an arc length of 110.19 feet to a point at the end of said curve;

THENCE North 22 degrees 39 minutes 29 seconds East a distance of 20.00 feet to a point for corner;

THENCE South 67 degrees 20 minutes 36 seconds East a distance of 18.28 feet to the **POINT OF BEGINNING** and being the beginning of a non-tangent curve to the right having a delta angle of 16 degrees 53 minutes 35 seconds, a radius of 257.50 feet and being subtended by a chord which bears North 35 degrees 33 minutes 28 seconds East a distance of 75.65 feet;

THENCE along said curve an arc length of 75.92 feet to a point at the beginning of a non-tangent curve to the right having a delta angle of 44 degrees 18 minutes 21 seconds, a radius of 257.50 feet and being subtended by a chord which bears North 22 degrees 27 minutes 16 seconds West a distance of 194.20 feet;

THENCE along said curve to the right an arc length of 199.12 feet to a point at the end of said curve;

THENCE North 00 degrees 18 minutes 06 seconds West a distance of 821.26 feet to a point for corner;

THENCE South 89 degrees 41 minutes 54 seconds West a distance of 27.50 feet to a point for corner;

THENCE North 00 degrees 18 minutes 06 seconds West a distance of 15.00 feet to a point for corner;

THENCE North 89 degrees 41 minutes 54 seconds East a distance of 27.47 feet to a point for corner at the beginning of a non-tangent curve to the left having a delta angle of 13 degrees 52 minutes 39 seconds, a radius of 992.50 feet and being subtended by a chord which bears North 07 degrees 40 minutes 24 seconds West a distance of 239.80 feet;

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

THENCE along said curve to the left an arc length of 240.39 feet to a point at the end of said curve;

THENCE North 14 degrees 36 minutes 43 seconds West a distance of 114.41 feet to a point for corner;

THENCE South 75 degrees 23 minutes 17 seconds West a distance of 2.50 feet to a point for corner;

THENCE North 14 degrees 36 minutes 43 seconds West a distance of 69.14 feet to a point at the beginning of a non-tangent curve to the right having a delta angle of 25 degrees 01 minutes 47 seconds, a radius of 610.00 feet and being subtended by a chord which bears North 72 degrees 16 minutes 39 seconds West a distance of 264.37 feet;

THENCE along said curve to the right an arc length of 266.48 feet to a point at the end of said curve;

THENCE North 59 degrees 45 minutes 46 seconds West a distance of 54.70 feet to a point for corner;

THENCE North 85 degrees 27 minutes 45 seconds West a distance of 7.77 feet to a point for corner on the easterly line of a tract of land described in instrument to the Burlington Northern Railroad as recorded in Volume 121, Page 20 of the Deed Records, Collin County, Texas;

THENCE along the easterly line of said Burlington Northern Railroad, North 11 degrees 20 minutes 28 seconds East a distance of 20.14 feet to a point for corner;

THENCE departing the easterly line of said Burlington Northern Railroad, South 85 degrees 27 minutes 45 seconds East a distance of 9.95 feet to a point for corner;

THENCE South 59 degrees 45 minutes 46 seconds East a distance of 59.26 feet to a point at the beginning of a curve to the left having a delta angle of 26 degrees 23 minutes 19 seconds, a radius of 590.00 feet and being subtended by a chord which bears South 72 degrees 57 minutes 25 seconds East a distance of 269.34 feet;

THENCE along said curve to the left an arc length of 271.73 feet to a point at the end of said curve;

THENCE South 14 degrees 36 minutes 43 seconds East a distance of 83.37 feet to a point for corner;

THENCE North 75 degrees 23 minutes 17 seconds East a distance of 7.50 feet to a point for corner;

THENCE South 14 degrees 36 minutes 43 seconds East a distance of 15.00 feet to a point for corner;

THENCE South 75 degrees 23 minutes 17 seconds West a distance of 10.00 feet to a point for corner;

THENCE South 14 degrees 36 minutes 43 seconds East a distance of 99.41 feet to a point for corner at the beginning of a curve to the right having a delta angle of 14 degrees 18 minutes 37 seconds, a radius of 1007.50 feet and being subtended by a chord which bears South 07 degrees 27 minutes 24 seconds East a distance of 250.98 feet;

THENCE along said curve to the right an arc length of 251.64 feet to a point at the end of said curve;

THENCE South 00 degrees 18 minutes 06 seconds East a distance of 828.76 feet to a point for corner at the beginning of a curve to the left having a delta angle of 47 degrees 44 minutes 47 seconds, a radius of

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

242.50 feet and being subtended by a chord which bears South 24 degrees 10 minutes 29 seconds East a distance of 196.29 feet;

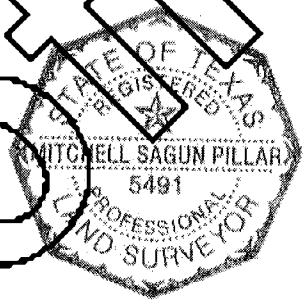
THENCE along said curve to the left an arc length of 202.08 feet to a point at the beginning of a non-tangent curve to the left having a delta angle of 16 degrees 20 minutes 13 seconds, a radius of 299.27 feet and being subtended by a chord which bears South 37 degrees 06 minutes 47 seconds West a distance of 85.04 feet;

THENCE along said curve to the left an arc length of 85.33 feet to a point at the end of said curve;

THENCE North 67 degrees 20 minutes 36 seconds West a distance of 15.05 feet to the **POINT OF BEGINNING** and containing 0.7098 of an Acre of land, more or less.

For Huitt-Zollars, Inc.

Mitchell S. Pillar
Registered Professional Land Surveyor
Texas Registration No. 5491
Huitt-Zollars, Inc.
Firm Registration No. 10025600
1717 McKinney Avenue
Suite 1400
Dallas, Texas 75202-1236
Ph. (214) 871-3311
Date: July 15, 2014



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Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)



Filed and Recorded
Official Public Recor
Stacey Kemp, County
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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.

GENERAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF COLLIN §

LFC LAND COMPANY, LLC, a Texas limited liability company (hereinafter called "***Grantor***"), for and in consideration of the sum of TEN AND NO/100 Dollars ($10.00) and other good and valuable consideration in hand paid by **LFC DEVCO S2C3H4, LLC,** a Texas limited liability company (hereinafter called "***Grantee***"), whose mailing address is 400 S. Record Street, Suite 1200, Dallas, Texas 75202, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto Grantee all of Grantor's rights, titles, powers, privileges and interests in and to that certain real property and improvements located thereon situated in Collin County, Texas, and more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "***Land***"), together with all rights, titles, benefits, easements, privileges, remainders, tenements, hereditaments, interests, reversions and appurtenances thereunto belonging or in any way appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Grantor therein, in and to adjacent strips and gores, if any, between the Land and abutting properties, and in and to any minerals, adjacent streets, highways, roads, alleys or rights-of-way, and the beds thereof (except to the extent, if any, that such rights, titles, benefits, easements, or such strips or gores or such streets, highways, roads, alleys or rights-of-way abut or provide access to or benefit other properties owned by Grantor), either at law or in equity, in possession or expectancy, now or hereafter acquired (all of the above-described properties together with the Land are hereinafter collectively referred to as the "***Property***").

This conveyance is made and accepted subject and subordinate to (a) standby fees, taxes and assessments by any taxing authority for the current year, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, which standby fees, taxes and assessments Grantee assumes and agrees to pay, (b) zoning laws and regulations and ordinances of municipal and other governmental authorities affecting the Property, (c) any recorded or unrecorded utility or other service agreements affecting the Property now or hereafter entered into with respect to cable television, telecommunications, electricity, natural gas, or security, and (d) all matters affecting the Property of record in the office of the Collin County Deed Records, to the extent such matters are currently valid and existing (all of those items described in (a) through (d) above are hereinafter collectively referred to as the "***Permitted Encumbrances***").

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, Grantee's heirs, executors, administrators, personal representatives, successors and assigns forever and subject only to the Permitted Exceptions, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's heirs, executors, administrators, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, only to the Permitted Exceptions.

Grantee shall not recover any damages, attorneys' fees or other amounts from Grantor because of a breach of the general warranty of title (other than Grantor's warranty of title by, through or under Grantor) except to the extent (if any) that Grantor will be compensated for the payment of such damages, attorneys' fees or other amounts under any title insurance policy covering the Property which names Grantor as the insured. If Grantee brings any action against Grantor to recover damages, attorneys' fees or other amounts under the general warranty of title (other than Grantor's warranty of title by, through or under Grantor), Grantee shall indemnify the Grantor and hold Grantor harmless from and against all attorneys' fees and other costs that Grantor may incur in connection therewith to the extent (if any) that Grantor does not obtain reimbursements for the same from the issuer of such title insurance policy.

EXECUTED this 27th day of January 2021, to be effective the 27th day of January, 2021.

GRANTOR:

LFC LAND COMPANY, LLC,
a Texas limited liability company

By: RJM/Celina III, L.P.,
Its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation,
its general partner

By: _____
Mark Kiker, Treasurer

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Kiker, Treasurer of RJM/Celina III GP, Inc., general partner of RJM/Celina III, L.P., a Texas limited partnership, manager of LFC Land Company, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation and limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of January, 2021.

ANNA MILES
Notary Public, State of Texas
Comm. Expires 08-10-2021
Notary ID 131241459

Notary Public in and for the State of Texas

My Commission Expires:

8-10-2021

Anna Miles
Notary's Printed Name

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

EXHIBIT A

LEGAL DESCRIPTION

SWEETWATER PHASE II TRACT

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, Collin County, Texas and being a portion of the 597.17 acre tract of land described as Tract A in instrument to LFC Land Company, LLC as recorded under Document No. 20120423000464780 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and a portion being within Collin County Road No. 51 and said tract of land, with the reference bearing of grid north, Texas State Plane Coordinates, North Central Zone, HARN NAD 83 (93) datum, and being more particularly described as follows:

BEGINNING at 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeast corner of Lot 4X, Block B of the Final Plat of Light Farms, Light Farms Way Extension & Doe Branch Regional Park, an addition within the extra-territorial jurisdiction of the City of Celia, Texas as recorded under Document No. 2018-350 of the Plat Records of Collin County, Texas (P.R.C.C.T.), said point being on the westerly line of a called 47.192 acre tract of land described in instrument to Albert Mokhtar as recorded in Volume 2722, Page 333, (O.P.R.C.C.T.) and west line of the Collin County School Land Survey No. 14, Abstract No. 167;

THENCE, South 88 degrees 53 minutes 58 seconds West, departing the west line of said Mokhtar tract and continuing along the north line of said Lot 4X, Block B, a distance of 285.10 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at a northerly corner of said Lot 4X, said point being on the southeasterly right-of-way line of Sweetwater Way (a 50 foot right-of-way as established by the aforementioned plat);

THENCE, North 73 degrees 12 minutes 12 seconds West, crossing said Sweetwater Way, a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the northwesterly right-of-way line of said Sweetwater Way, said point being the beginning of a curve to the right having a central angle of 77 degrees 51 minutes 58 seconds, a radius of 305.00 feet and being subtended by a 383.33 foot chord which bears South 55 degrees 43 minutes 47 seconds West;

THENCE, southwesterly along said curve to the right and along the northwesterly right-of-way line of said Sweetwater Way, an arc distance of 414.50 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for the end of said curve;

THENCE, North 85 degrees 20 minutes 14 seconds West, continuing along the northerly line of said Sweetwater Way, a distance of 135.90 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for the southerly point of the northeasterly right-of-way clip at the intersection with Light Farms Way;

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

THENCE, North 40 degrees 13 minutes 09 seconds West, along the said northeasterly right-of-way corner clip, a distance of 21.17 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northerly point of said right-of-way clip, said point being on the east right-of-way line of Light Farms Way (a 100 foot right-of-way as established by the aforementioned plat);

THENCE, North 04 degrees 53 minutes 56 seconds East, continuing along the east right-of-way line of said Light Farms Way, passing a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for the northeast corner of said Light Farms Way at a distance of 26.26 feet and continuing over and across said 597.17 acre tract, in all a total distance of 84.79 feet to a point for corner;

THENCE, continuing over and across said 597.17 acre tract the following courses:

North 06 degrees 48 minutes 29 seconds East a distance of 150.08 feet to a point for corner;

North 04 degrees 53 minutes 56 seconds East a distance of 439.99 feet to a point for corner;

North 02 degrees 59 minutes 23 seconds East a distance of 150.08 feet to a point for corner;

North 04 degrees 53 minutes 56 seconds East a distance of 1722.67 feet to a point for corner on the north line of said 597.17 acre tract;

THENCE, North 89 degrees 32 minutes 06 seconds East, along the north line of said 597.17 acre tract, a distance of 535.89 feet to a 5/8 inch iron rod with yellow plastic cap stamped "Carter Burgess" found for the northeast corner of said 597.17 acre tract and the common northeast corner of said John Ragsdale Survey and the southeast corner of the M.D. Bullion Survey, Abstract No. 137 and being on the west line of Collin County School Land Survey No. 14, Abstract No. 167 and the west line of a tract of land described in instrument to Richard C. Smith and wife, Janet L. Smith as recorded in County Clerk's File No. 97-0086916, (O.P.R.C.C.T.);

THENCE, South 01 degree 06 minutes 02 seconds East, along the east line of said 597.17 acre tract and west line of said Collin County School Land Survey No. 14, Abstract No. 167 and the common west line of said Smith tract, and the common west line of a 100.593 acre tract of land described in instrument to the Walton Bradford Family Partnership, L.P. as recorded in Volume 5050, Page 784, (O.P.R.C.C.T.), and the west line of said Albert Mokhtar tract, a distance of 2,363.27 feet to the POINT OF BEGINNING and containing 37.47 acres of land, more or less.

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

CYPRESS PHASE III TRACT

BEING a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of 'Tract B' as described in instrument to LFC Land Company, LLC as recorded under Document No. 20120423000464780 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point on the westerly right-of-way line of Worthington Way (a variable width right-of-way) as described in Document No. 2016-600 of the Plat Records of Collin County, Texas and said point also being the northeasterly corner of The Cypress Neighborhood Phase 2, an addition to Collin County as recorded by amended plat in Document No. 2017-325 of the Plat Records of Collin County, Texas;

THENCE, South 77 degrees 56 minutes 54 seconds West, departing said westerly right-of-way line of Worthington Way and along the northerly line of said The Cypress Neighborhood Phase 2, a distance of 132.76 to a point for a corner;

THENCE, continuing along the northerly line of said The Cypress Neighborhood Phase 2, the following:

North 12 degrees 03 minutes 06 seconds West, a distance of 2.02 feet to a point for a corner;

South 77 degrees 56 minutes 54 seconds West, a distance of 106.88 feet to a point for an angle;

North 76 degrees 37 minutes 41 seconds West, a distance of 568.02 feet to a point for an angle;

South 87 degrees 32 minutes 07 seconds West, a distance of 50.00 feet to a point for a corner, said point being the beginning of a non-tangent curve to the right having a central angle of 00 degrees 41 minutes 06 seconds, a radius of 1275.00 feet and being subtended by a chord bearing South 02 degrees 07 minutes 20 seconds East and a chord distance of 15.25 feet;

Along said curve to the right an arc distance of 15.25 feet to a point for a corner;

South 88 degrees 13 minutes 13 seconds West, a distance of 118.35 feet to a point for a corner;

North 02 degrees 08 minutes 52 seconds West, a distance of 59.30 feet to a point for an angle;

North 08 degrees 45 minutes 33 seconds West, a distance of 18.11 feet to a point for a corner;

South 86 degrees 54 minutes 19 seconds West, a distance of 122.48 feet to a point for a corner, said point being the beginning of a non-tangent curve to the left having a central angle of 01 degree 01 minute 22 seconds, a radius of 825.00 feet and being subtended by a chord bearing North 03 degrees 36 minutes 22 seconds West and a chord distance of 14.73 feet;

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

Along said curve to the left an arc distance of 14.73 feet to a point for a corner;

South 85 degrees 52 minutes 57 seconds West, a distance of 50.00 feet to a point for a corner, said point being the northwesterly corner of said The Cypress Neighborhood Phase 2 and being the beginning of a non-tangent curve to the left having a central angle of 10 degrees 29 minutes 40 seconds, a radius of 775.00 feet and being subtended by a chord bearing North 09 degrees 21 minutes 53 seconds West and a chord distance of 141.75 feet;

THENCE, departing said northerly line of said The Cypress Neighborhood Phase 2 and along said curve to the left an arc distance of 141.95 feet to the point of tangency;

THENCE, North 14 degrees 36 minutes 43 seconds West, a distance of 128.58 feet to the beginning of a curve to the right having a central angle of 256 degrees 39 minutes 27 seconds, a radius of 50.00 feet and being subtended by a chord bearing South 66 degrees 16 minutes 59 seconds East and a chord distance of 78.45 feet;

THENCE, along said curve to the right an arc distance of 223.98 feet to the end of said curve;

THENCE, North 69 degrees 01 minutes 06 seconds East, a distance of 111.41 feet to a point for an angle;

THENCE, North 78 degrees 33 minutes 40 seconds East, a distance of 119.94 feet to the beginning of a non-tangent curve to the right having a central angle of 187 degrees 26 minutes 37 seconds, a radius of 50.00 feet and being subtended by a chord bearing North 36 degrees 23 minutes 19 seconds East and a chord distance of 99.79 feet;

THENCE, along said curve to the right an arc distance of 163.58 feet to a point for a corner;

THENCE, North 40 degrees 06 minutes 37 seconds East, a distance of 20.00 feet to a point for a corner;

THENCE, North 69 degrees 19 minutes 28 seconds East, a distance of 112.64 feet to a point for an angle;

THENCE, North 85 degrees 01 minutes 35 seconds East, a distance of 129.35 feet to the beginning of a non-tangent curve to the right having a central angle of 106 degrees 00 minutes 10 seconds, a radius of 50.00 feet and being subtended by a chord bearing North 76 degrees 05 minutes 07 seconds East and a chord distance of 79.87 feet;

THENCE, along said curve to the right an arc distance of 92.50 feet to the end of said curve;

THENCE, South 83 degrees 22 minutes 15 seconds East, a distance of 285.84 feet to the beginning of a non-tangent curve to the right having a central angle of 101 degrees 10 minutes 04 seconds, a radius of 50.00 feet and being subtended by a chord bearing South 59 degrees 51 minutes 21 seconds East and a chord distance of 77.26 feet;

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

THENCE, along said curve to the right an arc distance of 88.29 feet to a point for a corner;

THENCE, South 85 degrees 25 minutes 53 seconds East, a distance of 111.24 feet to a point for a corner;

THENCE, South 40 degrees 25 minutes 53 seconds East, a distance of 14.14 feet to a point for a corner;

THENCE, South 85 degrees 25 minutes 53 seconds East, a distance of 23.15 feet to a point for a corner, said point being on said westerly right-of-way line of said Worthington Way and also being the beginning of a non-tangent curve to the left having a central angle of 11 degrees 33 minutes 54 seconds, a radius of 535.00 feet and being subtended by chord bearing South 00 degrees 55 minutes 46 seconds East and a chord distance of 107.80 feet;

THENCE, along said curve to the left and along said westerly right-of-way line of said Worthington Way, an arc distance of 107.99 feet to the beginning of a curve to the right having a central angle of 06 degrees 44 minutes 30 seconds, a radius of 465.00 feet and being subtended by a chord bearing South 03 degrees 20 minutes 28 seconds East and a chord distance of 54.68 feet;

THENCE, continuing along said westerly right-of-way line of said Worthington Way and along said curve to the right an arc distance of 54.71 feet to the point of tangency;

THENCE, South 00 degrees 01 minute 46 seconds West, continuing along said westerly right-of-way line of said Worthington Way a distance of 152.96 feet to the beginning of a curve to the left having a central angle of 10 degrees 55 minutes 16 seconds, a radius of 823.50 feet and being subtended by a chord bearing South 05 degrees 25 minutes 52 seconds East and a chord distance of 156.73 feet;
THENCE, continuing along said westerly right-of-way line of said Worthington Way and along said curve to the left an arc distance of 156.97 feet to a point for an angle;

THENCE, South 05 degrees 01 minute 02 seconds East, continuing along said westerly right-of-way line of said Worthington Way a distance of 48.27 feet to the POINT OF BEGINNING and CONTAINING 13.25 acres of land, more or less.

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

HAZEL PHASE IV TRACT

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a tract of land described in instrument as Tract A to LFC Land Company, LLC as recorded under Document No. 20120423000464780 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point on the southerly right-of-way line of Light Farms Way (a 100 foot right-of-way at this point) as recorded in Volume 2009, Page 422 of the Plat Records of Collin County, Texas and said point also being the northwesterly corner of Tract 1 of The Hazel Neighborhood, Phase 3, an addition to Collin County, Texas as recorded in Volume 2020, Page 39 of the Plat Records of Collin County, Texas;

THENCE, South 30 degrees 59 minutes 39 seconds West, departing the southerly right-of-way line of said Light Farms Way and along the westerly line of said Tract 1 of The Hazel Neighborhood, Phase 3, a distance of 150.89 feet to a point for a corner;

THENCE, continuing along the westerly line of said Tract 1 of The Hazel Neighborhood, Phase 3, the following:

North 59 degrees 00 minutes 21 seconds West, a distance of 35.47 feet to a point for a corner;

South 30 degrees 59 minutes 39 seconds West, a distance of 475.00 feet to a point for an angle;

South 29 degrees 26 minutes 11 seconds West, a distance of 57.23 feet to a point for an angle;

South 13 degrees 56 minutes 00 seconds West, a distance of 60.31 feet to a point for an angle;

South 08 degrees 53 minutes 04 seconds East, a distance of 59.84 feet to a point for an angle;

South 25 degrees 03 minutes 32 seconds East, a distance of 58.68 feet to a point for an angle;

South 39 degrees 02 minutes 05 seconds East, a distance of 75.02 feet to a point for a corner, said point being the most southerly corner of said Tract 1 of The Hazel Neighborhood, Phase 3 and said point also being on the northwesterly line of The Hazel Neighborhood, Phase 1, an addition to Collin County, Texas as recorded in Volume 2016, Page 598 of the Plat Records of Collin County, Texas;

THENCE, South 50 degrees 57 minutes 55 seconds West, departing the westerly line of said Tract 1 of The Hazel Neighborhood, Phase 3 and along the northwesterly line of said The Hazel Neighborhood, Phase 1, a distance of 130.23 feet to a point for a corner;

THENCE, continuing along the northwesterly line of said The Hazel Neighborhood, Phase 1, the following:

THENCE, North 54 degrees 56 minutes 06 seconds West, a distance of 15.58 feet to the beginning of a curve to the right having a central angle of 02 degrees 29 minutes 50 seconds, a radius of 725.00 feet and being subtended by a chord bearing North 34 degrees 23 minutes 43 seconds West, a distance of 31.60 feet;

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

THENCE, along said curve to the right an arc distance of 31.60 feet to a point for a corner;

THENCE, South 56 degrees 51 minutes 12 seconds West, a distance of 50.00 feet to a point for a corner, said point being the beginning of a non-tangent curve to the left having a central angle of 04 degrees 53 minutes 44 seconds, a radius of 775.00 feet and being subtended by a chord bearing South 35 degrees 35 minutes 40 seconds East, a distance of 66.20 feet;

THENCE, along said curve to the left an arc distance of 66.22 feet to a point for a corner;

THENCE, South 51 degrees 57 minutes 28 seconds West, a distance of 120.64 feet to a point for a corner, said point being on the northerly line of Tract 2 of The Hazel Neighborhood, Phase 3, an addition to Collin County, Texas as recorded in Volume 2020, Page 39 of the Plat Records of Collin County, Texas;

THENCE, North 37 degrees 55 minutes 33 seconds West, departing the northwesterly line of said The Hazel Neighborhood, Phase 1, and along the northerly line of said Tract 2 of The Hazel Neighborhood, Phase 3, a distance of 27.13 feet to a point for an angle;

THENCE, North 34 degrees 39 minutes 25 seconds West, continuing along the northerly line of said Tract 2 of The Hazel Neighborhood, Phase 3, a distance of 60.96 feet to a point for an angle;

THENCE, North 30 degrees 02 minutes 08 seconds West, continuing along the northerly line of said Tract 2 of The Hazel Neighborhood, Phase 3, a distance of 71.20 feet to a point for a corner;

THENCE, South 63 degrees 57 minutes 56 seconds West, continuing along the northerly line of said Tract 2 of The Hazel Neighborhood, Phase 3 and passing the most westerly corner of said Tract 2 of The Hazel Neighborhood, Phase 3 at a distance of 290.96 feet and continuing in all a total distance of 324.89 feet to a point for a corner;

THENCE, North 26 degrees 02 minutes 04 seconds West, a distance of 50.00 feet to a point for an angle;

THENCE, North 20 degrees 45 minutes 03 seconds West, a distance of 92.93 feet to a point for an angle;

THENCE, North 14 degrees 46 minutes 46 seconds West, a distance of 72.40 feet to a point for an angle;

THENCE, North 09 degrees 29 minutes 36 seconds West, a distance of 72.40 feet to a point for a corner;

THENCE, South 83 degrees 08 minutes 59 seconds West, a distance of 9.96 feet to a point for a corner;

THENCE, North 00 degrees 36 minutes 37 seconds West, a distance of 309.54 feet to a point for a corner;

Unofficial

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

THENCE, North 30 degrees 59 minutes 39 seconds East, a distance of 792.41 feet to a point for a corner;

THENCE, South 59 degrees 00 minutes 21 seconds East, a distance of 50.00 feet to a point for a corner;

THENCE, North 30 degrees 59 minutes 39 seconds East, a distance of 75.00 feet to a point for a corner, said point being on the southerly right-of-way line of said Light Farms Way;

THENCE, South 76 degrees 57 minutes 21 seconds East, along the southerly right-of-way line of said Light Farms Way, a distance of 64.90 feet to a point for an angle;

THENCE, South 59 degrees 00 minutes 21 seconds East, continuing along the southerly right-of-way line of said Light Farms Way, a distance of 347.10 feet to the beginning of a curve to the left having a central angle of 02 degrees 33 minutes 10 seconds, a radius of 3,050.00 feet and being subtended by a chord bearing South 60 degrees 16 minutes 56 seconds East, a distance of 135.88 feet;

THENCE, along said curve to the left and continuing along the southerly right-of-way line of said Light Farms Way, an arc distance of 135.89 feet to the beginning of a reverse curve to the right having a central angle of 01 degree 10 minutes 53 seconds, a radius of 2,950.00 feet and being subtended by a chord bearing of South 60 degrees 58 minutes 05 seconds East, a distance of 60.82 feet;

THENCE, along said curve to the right and continuing along the southerly right-of-way line of said Light Farms Way, an arc distance of 60.82 feet to the POINT OF BEGINNING and CONTAININT 17.46 acres of land, more or less.

Unofficial

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/03/2021 01:20:55 PM
$66.00 DKITZMILLER
20210203000234390

Attachment: Cypress 3 Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Cypress 3)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Linda Majeed, City Engineer
CC:	Andy Glasgow, Director of Engineering
Date:	June 14, 2022
Re:	Release of Water Easement- Light Farms- Bartlett Phase 2

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of a water easement situated on a 0.73 acre tract in the John Ragsdale Survey Abstract number 734 as part of Light Farms, Bartlett phase 2 subdivision. (Glasgow)

Background Information:

By that certain instrument dated the 23rd day of March 2018, recorded document number 2018032300035297, recorded in the Official Public Records of Collin County, Texas, the city of Celina, Texas was granted the easement and right to grade, alter the slope and construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain water pipes, lines and related facilities. With the construction of the Bartlett phase 2, the easement is being incorporated in the new Right of Way dedicated for Vermillion Drive and Montgomery Lane hence City of Celina has determined that there is no longer the need for the easement and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit “A”

Notification:
N/A

Legal Review:
The City Attorney has reviewed the Ordinance and found it acceptable.

Supporting Documents:
- Ordinance

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2022- ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, VACATING AND ABANDONING A PORTION OF A PERMANENT WATER EASEMENT SITUATED ON A 0.73 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 734, COLLIN COUNTY, TEXAS; SAID TRACT BEING PART OF A TRACT OF LAND DESCRIBED IN INSTRUMENT TO TOLL SOUTHWEST, LLC AS RECORDED UNDER DOCUMENT NO. 20191125001498990 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO SIGN A PARTIAL RELEASE OF EASEMENT; AUTHORIZING THE CITY SECRETARY TO FILE THE PARTIAL RELEASE OF EASEMENT.

WHEREAS, by that certain Instrument Number 20180323000352970 O.P.R.C.C.T., dated the 23rd day of March, 2018, recorded in the Official Public Records of Collin County, Texas, the City of Celina, Texas was granted the easement and right to grade, alter the slope, and construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain water pipes, lines and related facilities, together with all incidental improvements in, upon and across that certain tract of real property owned by Toll Southwest, LLC. and located in Collin County, Texas, as more particularly described and depicted as the 15' Water Line Easement on Exhibit "A", the grantors of such easement being LFC Land Company II, LLC; and

WHEREAS, the City of Celina has determined that it no longer needs the easement and rights conveyed to it by said instrument, and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit "A"; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City of Celina is authorized to release and convey an easement interest in land to the property owners who own the underlying fee simple; and

WHEREAS, the City Council has determined that the Original Easement no longer provides a public benefit and that the public would be best served by its abandonment

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

SECTION 1

The City does hereby vacate and abandon all of the rights, title, and interest of the City and the public in the said Original Easement that is located across the Property, as depicted in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 2

The Mayor of the City of Celina is hereby authorized and empowered to execute, on behalf

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

of the City, a release easement releasing title to the owners to the Property, all claims to title, ownership or control of the Original Easement described in Section 1 of this Ordinance.

SECTION 3

The City Secretary is directed to file an original of the Release of Easement in the Deed Records of Collin County, Texas.

SECTION 4

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this ___ day of June 2022.

IN WITNESS WHEREOF, this instrument is executed on this the _____day of June 2022.

CITY OF CELINA:

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

EXHIBIT "A"

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

EXHIBIT 'A'

PARTIAL RELEASE OF WATER EASEMENT
LAND DESCRIPTION

TRACT 1

BEING a tract of land situated in John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a tract of land described in instrument to Toll Southwest, LLC as recorded under Document No. 20191125001498990 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being a portion of a 0.7300-acre tract of land described as a permanent 15-foot wide water easement from LFC Land Company II, LLC to the City of Celina, Texas as recorded under Document No. 20180323000352970, O.P.R.C.C.T., and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with yellow plastic cap stamped "Huitt-Zollars" found at the northwest corner of the 2.140-acre tract of land shown on final plat of Light Farms, Prairie Crossing, an addition to Collin County within the extra-territorial jurisdiction of the City of Celina, Texas as recorded in Volume 2021, Page 310 of the Plat Records of Collin County, Texas (P.R.C.C.T.) and under Document No. 20210521010001910, O.P.R.C.C.T., said point being the west right-of-way of Prairie Crossing (a variable width right-of-way as shown on said plat);

THENCE South 3 degrees 20 minutes 17 seconds East along the west right-of-way line of said Prairie Crossing, a distance of 119.31 feet to point of intersection with the northerly line of said 0.7300-acre water easement tract and the **POINT OF BEGINNING**;

THENCE South 3 degrees 20 minutes 17 seconds East continuing along the west right-of-way line of said Prairie Crossing, a distance of 18.71 feet to a 5/8-inch iron rod with yellow plastic cap stamped "Huitt-Zollars" found at an angle point;

THENCE South 42 degrees 46 minutes 50 seconds West continuing along the west right-of-way line of said Prairie Crossing, a distance of 27.73 feet to a 5/8-inch iron rod with yellow plastic cap stamped "Huitt-Zollars" found at an angle point;

THENCE South 4 degrees 22 minutes 01 seconds East continuing along the west right-of-way line of said Prairie Crossing, a distance of 9.52 feet to a point of intersection with the southerly line of said 0.7300-acre water easement tract;

THENCE departing the west right-of-way line of said Prairie Crossing and continuing over and across said Toll Southwest, LLC tract and following along the southerly lines of said 0.7300-acre water easement tract the following courses:

> South 88 degrees 53 minutes 57 seconds West a distance of 61.69 feet to a point being the beginning of a curve to the left having a central angle of 13 degrees 28 minutes 59 seconds, a radius of 287.50 feet and being subtended by a 67.50-foot chord which bears South 82 degrees 09 minutes 28 seconds West;
>
> Continuing along said curve to the left, an arc distance of 67.66 feet to the end of said curve;
>
> South 75 degrees 24 minutes 58 seconds West a distance of 131.00 feet to a point being the beginning of a curve to the right having a central angle of 14 degrees 40 minutes 58 seconds, a

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

radius of 412.50 feet and being subtended by a 105.42-foot chord which bears South 82 degrees 45 minutes 27 seconds West;

Continuing along said curve to the right, an arc distance of 105.71 feet to the end of said curve;

North 89 degrees 54 minutes 04 seconds West a distance of 127.51 feet to a point being the beginning of a curve to the right having a central angle of 13 degrees 26 minutes 20 seconds, a radius of 332.50 feet and being subtended by a 77.81-foot chord which bears North 83 degrees 10 minutes 54 seconds West;

Continuing along said curve to the right, an arc distance of 77.99 feet to a point of reverse curvature of a curve to the left having a central angle of 34 degrees 29 minutes 09 seconds, a radius of 667.50 feet and being subtended by a 395.73-foot chord which bears South 86 degrees 17 minutes 41 seconds West;

Continuing along said curve to the left, an arc distance of 401.76 feet to the end of said curve;

South 69 degrees 03 minutes 07 seconds West a distance of 149.51 feet to a point being the beginning of a curve to the right having a central angle of 20 degrees 23 minutes 42 seconds, a radius of 362.50 feet and being subtended by a 128.36-foot chord which bears South 79 degrees 14 minutes 58 seconds West;

Continuing along said curve to the right, an arc distance of 129.04 feet to the end of said curve;

South 89 degrees 26 minutes 49 seconds West a distance of 298.84 feet to a point for corner;

South 49 degrees 53 minutes 56 seconds West a distance of 11.37 feet to a point for corner;

South 4 degrees 53 minutes 56 seconds West a distance of 28.48 feet to a point being the beginning of a non-tangent curve to the right having a central angle of 0 degrees 42 minutes 07 seconds, a radius of 1275.00 feet and being subtended by a 15.01-foot chord which bears North 87 degrees 00 minutes 09 seconds West;

Continuing along said curve to the right, an arc distance of 15.01 feet to a point for corner on the easterly line of a 50-foot wide easement as described in instrument to Lone Start Gas Company as recorded in Volume 507, Page 363, O.P.R.C.C.T. at the end of said curve from which a 5/8-inch iron rod with cap stamped "TNP" found for reference at the northeast corner of an 11.00-acre tract of land described in instrument to Prosper Independent School District as recorded under Document No. 20170802001026280, O.P.R.C.C.T. and being on the south right-of-way line of Montgomery Lane (a 60-foot wide right-of-way as shown on plat recorded in Volume 2018, Page 425, P.R.C.C.T.) bears South 13 degrees 24 minutes 02 seconds West at a distance of 338.17 feet;

THENCE North 4 degrees 53 minutes 56 seconds East along the westerly line of said 50-foot Lone Star Gas Company easement and westerly line of said 0.7300-acre water easement tract, a distance of 35.19 feet to a point for corner;

THENCE departing the easterly line of said 50-foot Lone Star Gas easement and continuing along the northerly lines of said 0.7300-acre water easement tract the following courses:

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

North 49 degrees 53 minutes 56 seconds East a distance of 22.98 feet to a point for corner:

North 89 degrees 26 minutes 49 seconds East a distance of 304.23 feet to a point being the beginning of a curve to the left having a central angle of 20 degrees 23 minutes 42 seconds, a radius of 347.50 feet and being subtended by a 123.04-foot chord which bears North 79 degrees 14 minutes 58 seconds East;

Continuing along said curve to the left, an arc distance of 123.69 feet to the end of said curve;

North 69 degrees 03 minutes 07 seconds East a distance of 149.51 feet to a point being the beginning of a curve to the right having a central angle of 34 degrees 29 minutes 09 seconds, a radius of 682.50 feet and being subtended by a 404.62-foot chord which bears North 86 degrees 17 minutes 41 seconds East;

Continuing along said curve to the right, an arc distance of 410.79 feet to a point of reverse curvature of a curve to the left having a central angle of 13 degrees 26 minutes 20 seconds, a radius of 317.50 feet and being subtended by a 74.30-foot chord which bears South 83 degrees 10 minutes 54 seconds East;

Continuing along said curve to the right, an arc distance of 74.47 feet to the end of said curve;

South 89 degrees 54 minutes 04 seconds East a distance of 127.51 feet to a point being the beginning of a curve to the left having a central angle of 14 degrees 40 minutes 58 seconds, a radius of 397.50 feet and being subtended by a 101.59-foot chord which bears North 82 degrees 45 minutes 27 seconds East;

Continuing along said curve to the left, an arc distance of 101.86 feet to the end of said curve;

North 75 degrees 24 minutes 58 seconds East a distance of 131.00 feet to a point being the beginning of a curve to the right having a central angle of 13 degrees 28 minutes 59 seconds, a radius of 302.50 feet and being subtended by a 71.02-foot chord which bears North 82 degrees 09 minutes 28 seconds East;

Continuing along said curve to the right, an arc distance of 71.19 feet to the end of said curve;

North 88 degrees 53 minutes 57 seconds East a distance of 56.89 feet to a point for corner;

North 43 degrees 53 minutes 57 seconds East a distance of 25.61 feet to a point for corner;

North 1 degree 06 minutes 03 seconds West a distance of 10.43 feet to a point for corner;

North 43 degrees 53 minutes 57 seconds East a distance of 6.56 feet to the POINT OF BEGINNING and containing 24,270 square feet or 0.5572 of an acre of land, more or less.

TRACT 2

BEING a tract of land situated in John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a tract of land described in instrument to Toll Southwest, LLC as recorded under Document No. 20191125001498990 of the Official Public Records of Collin County, Texas

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

(O.P.R.C.C.T.) and being a portion of a 0.7300-acre tract of land described as a permanent 15-foot wide water easement from LFC Land Company II, LLC to the City of Celina, Texas as recorded under Document No. 20180323000352970, O.P.R.C.C.T., and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "TNP" found at the northeast corner of an 11.00-acre tract of land described in instrument to Prosper Independent School District as recorded under Document No. 20170802001026280, O.P.R.C.C.T. and being on the south right-of-way line of Montgomery Lane (a 60-foot wide right-of-way as shown on plat recorded in Volume 2018, Page 425 of the Plat Records of Collin County, Texas (P.R.C.C.T.) and under Document No. 20180606010002610, O.P.R.C.C.T.) and being on the westerly line of a 50-foot wide easement as described in instrument to Lone Star Gas Company as recorded in Volume 507, Page 383, O.P.R.C.C.T.;

THENCE North 4 degrees 53 minutes 56 seconds East departing the south right-of-way line of said Montgomery Lane and continuing along the westerly line of said 50-foot Lone Star Gas Company easement, a distance of 45.20 feet to the southwest corner of said 0.7300-acre water easement tract and the **POINT OF BEGINNING**;

THENCE North 4 degrees 53 minutes 56 seconds East continuing along the westerly line of said 50-foot Lone Star Gas easement and westerly line of said 0.7300-acre water easement tract, a distance of 15.07 feet to a point for corner;

THENCE departing the westerly line of said 50-foot Lone Star Gas easement and continuing over and across said Toll Southwest, LLC tract and said 50-foot gas easement and along the northerly line of said 0.7300-acre water easement tract the following courses:

North 89 degrees 26 minutes 35 seconds East a distance of 8.84 feet to a point being the beginning a curve to the right having a central angle of 3 degrees 45 minutes 17 seconds, a radius of 630.00 feet and being subtended by a 41.28-foot chord which bears South 88 degrees 40 minutes 32 seconds East;

Continuing along said curve to the right, an arc distance of 41.29 feet to a point for corner on the easterly line of said 50-foot Lone Star Gas easement;

THENCE South 4 degrees 53 minutes 56 seconds West along the easterly line of said 50-foot Lone Star Gas easement, a distance of 0.22 feet to a point for corner;

THENCE departing the easterly line of said 50-foot Lone Star Gas easement and continuing over and across the said Toll Southwest, LLC tract the following courses:

South 88 degrees 14 minutes 21 seconds East a distance of 15.02 feet to a point for corner;

South 4 degrees 53 minutes 56 seconds West a distance of 0.34 feet to a point for corner on an easterly line of said 0.7300-acre water easement tract and being the beginning of a non-tangent curve to the right having a central angle of 0 degrees 54 minutes 34 seconds, a radius of 630.00 feet and being subtended by a 10.00-foot chord which bears South 84 degrees 58 minutes 45 seconds East;

Continuing along said curve to the right and along an easterly line of said 0.7300-acre water easement tract, an arc distance of 10.00 feet to a point for corner;

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

South 4 degrees 53 minutes 56 seconds West along an easterly line of said 0.7300-acre water easement tract, a distance of 15.00 feet to a point for corner, said point being the beginning of non-tangent curve to the left having a central angle of 0 degrees 55 minutes 54 seconds, a radius of 615.00 feet and being subtended by a 10.00-foot chord which bears North 84 degrees 58 minutes 34 seconds West;

Continuing along said curve to the left and along an easterly line of said 0.7300-acre water easement tract, a distance of 10.00 feet to a point for corner;

South 4 degrees 53 minutes 56 seconds West along an easterly line of said 0.7300-acre water easement tract, a distance 8.52 feet to a point for corner;

North 85 degrees 06 minutes 04 seconds West along a southerly line of said 0.7300-acre water easement tract, a distance of 15.00 feet to a point for corner on the easterly line of said 50-foot Lone Star Gas easement;

North 4 degrees 53 minutes 56 seconds East along the easterly line of said 50-foot Lone Star Gas easement and westerly line of said 0.7300-acre water easement tract, a distance of 8.25 feet to a point for corner, said point being the beginning of a non-tangent curve to the left having a central angle of 3 degrees 42 minutes 48 seconds, a radius of 615.00 feet and being subtended by a 39.85-foot chord which bears North 88 degrees 41 minutes 47 seconds West;

THENCE departing the easterly line of said 50-foot Lone Star Gas easement and continuing over and across and said gas easement and the Toll Southwest, LLC tract and along the southerly line of said 0.7300-acre water easement tract the following courses:

Continuing along said curve to the left, an arc distance of 39.86 feet to the end of said curve;

South 89 degrees 26 minutes 35 seconds West a distance of 10.27 feet to the POINT OF BEGINNING and containing 1,254 square feet or 0.0288 of an acre of land, more or less.

Basis of Bearings used for these descriptions are based upon the State Plane Coordinate System, North American Datum 1983 (2011), Texas North Central Zone (4202).

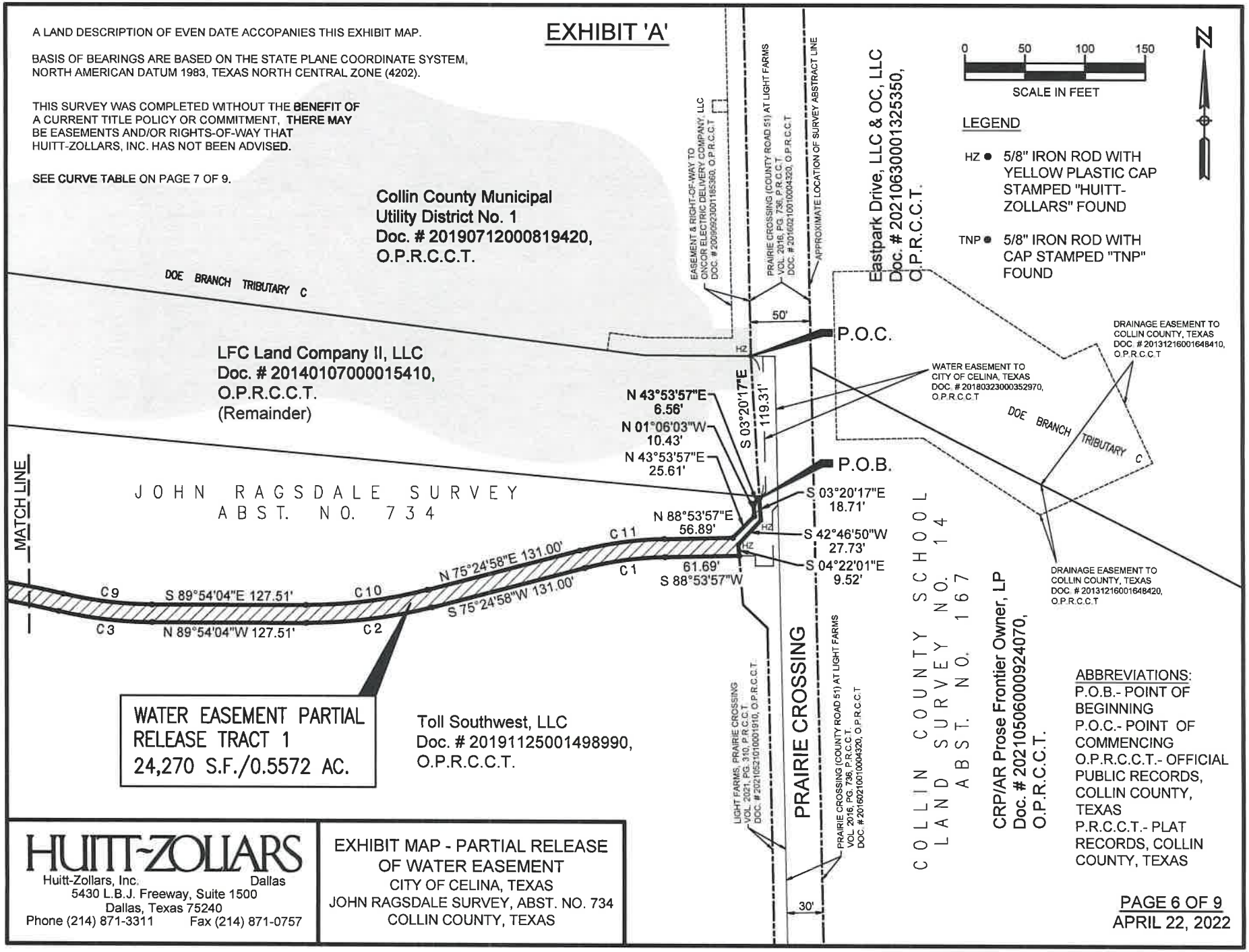
An exhibit drawing of even date accompanies this description.

For Huitt-Zollars, Inc.



Mitchell S. Pillar, Registered Professional Land Surveyor
Texas Registration No. 5491
Huitt-Zollars, Inc.
Firm Registration No. 10025600
5430 L.B.J. Freeway, Suite 1500
Dallas, Texas 75240
Certification Date: April 22, 2022

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

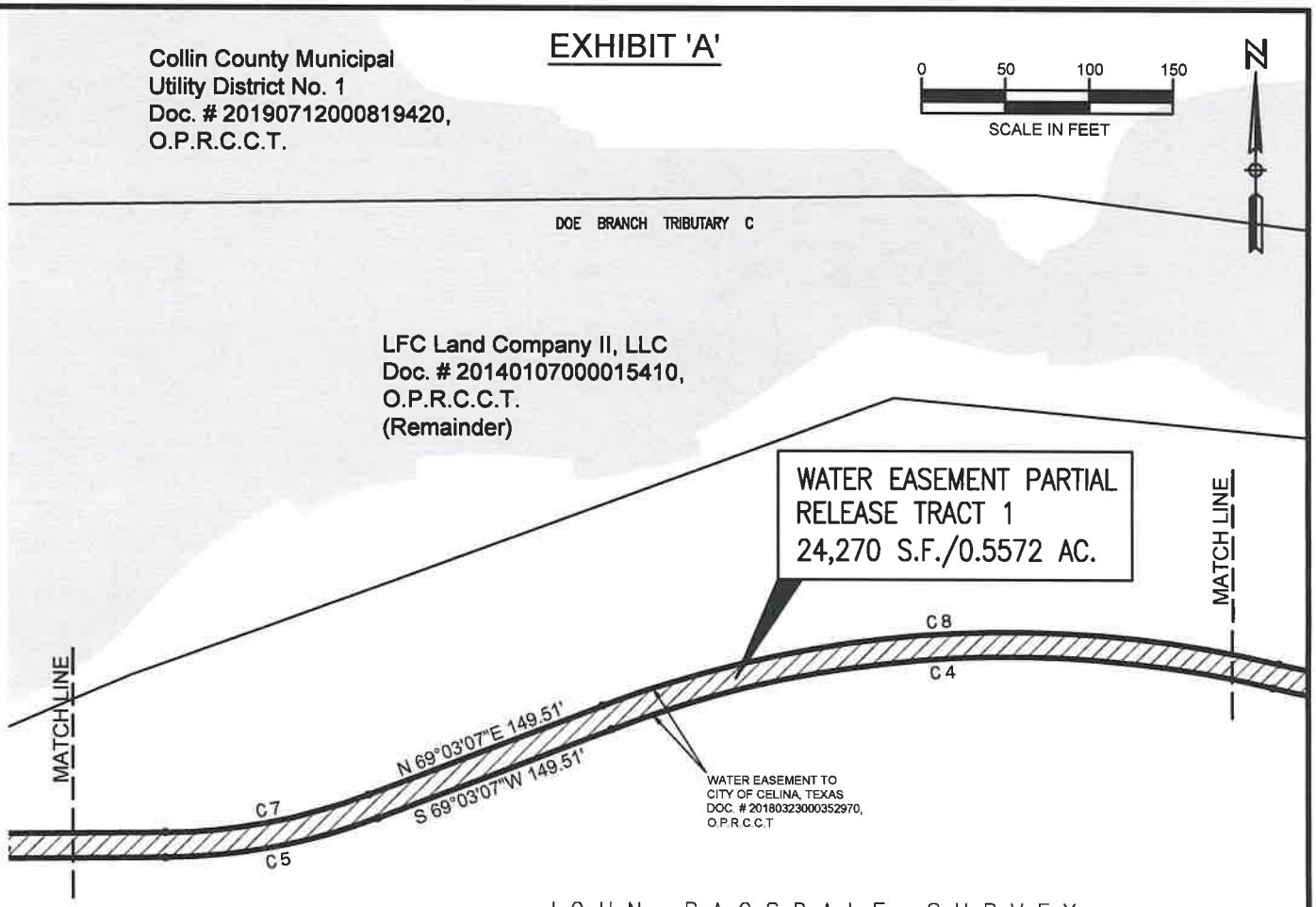

EXHIBIT 'A'
A LAND DESCRIPTION OF EVEN DATE ACCOPANIES THIS EXHIBIT MAP.
BASIS OF BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983, TEXAS NORTH CENTRAL ZONE (4202).
THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY OR COMMITMENT, THERE MAY BE EASEMENTS AND/OR RIGHTS-OF-WAY THAT HUITT-ZOLLARS, INC. HAS NOT BEEN ADVISED.
SEE CURVE TABLE ON PAGE 7 OF 9.
Collin County Municipal Utility District No. 1 Doc. # 20190712000819420, O.P.R.C.C.T.
LFC Land Company II, LLC Doc. # 20140107000015410, O.P.R.C.C.T. (Remainder)
Eastpark Drive, LLC & OC, LLC Doc. # 20210630001325350, O.P.R.C.C.T.
Toll Southwest, LLC Doc. # 20191125001498990, O.P.R.C.C.T.
CRP/AR Prose Frontier Owner, LP Doc. # 20210506000924070, O.P.R.C.C.T.
DOE BRANCH TRIBUTARY C
JOHN RAGSDALE SURVEY ABST. NO. 734
COLLIN COUNTY SCHOOL LAND SURVEY NO. 14 ABST. NO. 167
PRAIRIE CROSSING
MATCH LINE
P.O.C.
P.O.B.
50'
30'
119.31'
S 03°20'17"E
N 43°53'57"E 6.56'
N 01°06'03"W 10.43'
N 43°53'57"E 25.61'
S 03°20'17"E 18.71'
S 42°46'50"W 27.73'
S 04°22'01"E 9.52'
N 88°53'57"E 56.89'
61.69'
S 88°53'57"W
N 75°24'58"E 131.00'
S 75°24'58"W 131.00'
S 89°54'04"E 127.51'
N 89°54'04"W 127.51'
C1
C2
C3
C9
C10
C11
HZ
TNP
WATER EASEMENT PARTIAL RELEASE TRACT 1
24,270 S.F./0.5572 AC.
EASEMENT & RIGHT-OF-WAY TO ONCOR ELECTRIC DELIVERY COMPANY, LLC DOC. # 20090923001165360, O.P.R.C.C.T
PRAIRIE CROSSING (COUNTY ROAD 51) AT LIGHT FARMS VOL. 2016, PG. 736, P.R.C.C.T DOC. # 20160210010004320, O.P.R.C.C.T
APPROXIMATE LOCATION OF SURVEY ABSTRACT LINE
LIGHT FARMS, PRAIRIE CROSSING VOL. 2021, PG. 310, P.R.C.C.T DOC. # 20210521010001910, O.P.R.C.C.T.
PRAIRIE CROSSING (COUNTY ROAD 51) AT LIGHT FARMS VOL. 2016, PG. 736, P.R.C.C.T. DOC. # 20160210010004320, O.P.R.C.C.T
WATER EASEMENT TO CITY OF CELINA, TEXAS DOC. # 20180323000352970, O.P.R.C.C.T
DRAINAGE EASEMENT TO COLLIN COUNTY, TEXAS DOC. # 20131216001648410, O.P.R.C.C.T
DRAINAGE EASEMENT TO COLLIN COUNTY, TEXAS DOC. # 20131216001648420, O.P.R.C.C.T
0 50 100 150
SCALE IN FEET
N
LEGEND
HZ ● 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS" FOUND
TNP ● 5/8" IRON ROD WITH CAP STAMPED "TNP" FOUND
ABBREVIATIONS:
P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCING
O.P.R.C.C.T.- OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.- PLAT RECORDS, COLLIN COUNTY, TEXAS
HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
5430 L.B.J. Freeway, Suite 1500
Dallas, Texas 75240
Phone (214) 871-3311 Fax (214) 871-0757
EXHIBIT MAP - PARTIAL RELEASE OF WATER EASEMENT
CITY OF CELINA, TEXAS
JOHN RAGSDALE SURVEY, ABST. NO. 734
COLLIN COUNTY, TEXAS
PAGE 6 OF 9
APRIL 22, 2022

A LAND DESCRIPTION OF EVEN DATE ACCOPANIES THIS EXHIBIT MAP.

BASIS OF BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983, TEXAS NORTH CENTRAL ZONE (4202).

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY OR COMMITMENT, THERE MAY BE EASEMENTS AND/OR RIGHTS-OF-WAY THAT HUITT-ZOLLARS, INC. HAS NOT BEEN ADVISED.

EXHIBIT 'A'



JOHN RAGSDALE SURVEY
ABST. NO. 734

ABBREVIATIONS:
P.O.B.- POINT OF BEGINNING
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Toll Southwest, LLC
Doc. # 20191125001498990,
O.P.R.C.C.T.

CURVE TABLE

Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	287.50'	67.66'	13°28'59"	67.50'	S 82°09'28" W
C2	412.50'	105.71'	14°40'58"	105.42'	S 82°45'27" W
C3	332.50'	77.99'	13°26'20"	77.81'	N 83°10'54" W
C4	667.50'	401.76'	34°29'09"	395.73'	S 86°17'41" W
C5	362.50'	129.04'	20°23'42"	128.36'	S 79°14'58" W
C6	1225.00'	15.01'	0°42'07"	15.01'	N 87°00'09" W
C7	347.50'	123.70'	20°23'42"	123.04'	N 79°14'58" E
C8	682.50'	410.79'	34°29'09"	404.62'	N 86°17'41" E
C9	317.50'	74.47'	13°26'20"	74.30'	S 83°10'54" E
C10	397.50'	101.86'	14°40'58"	101.59'	N 82°45'27" E
C11	302.50'	71.19'	13°28'59"	71.02'	N 82°09'28" E

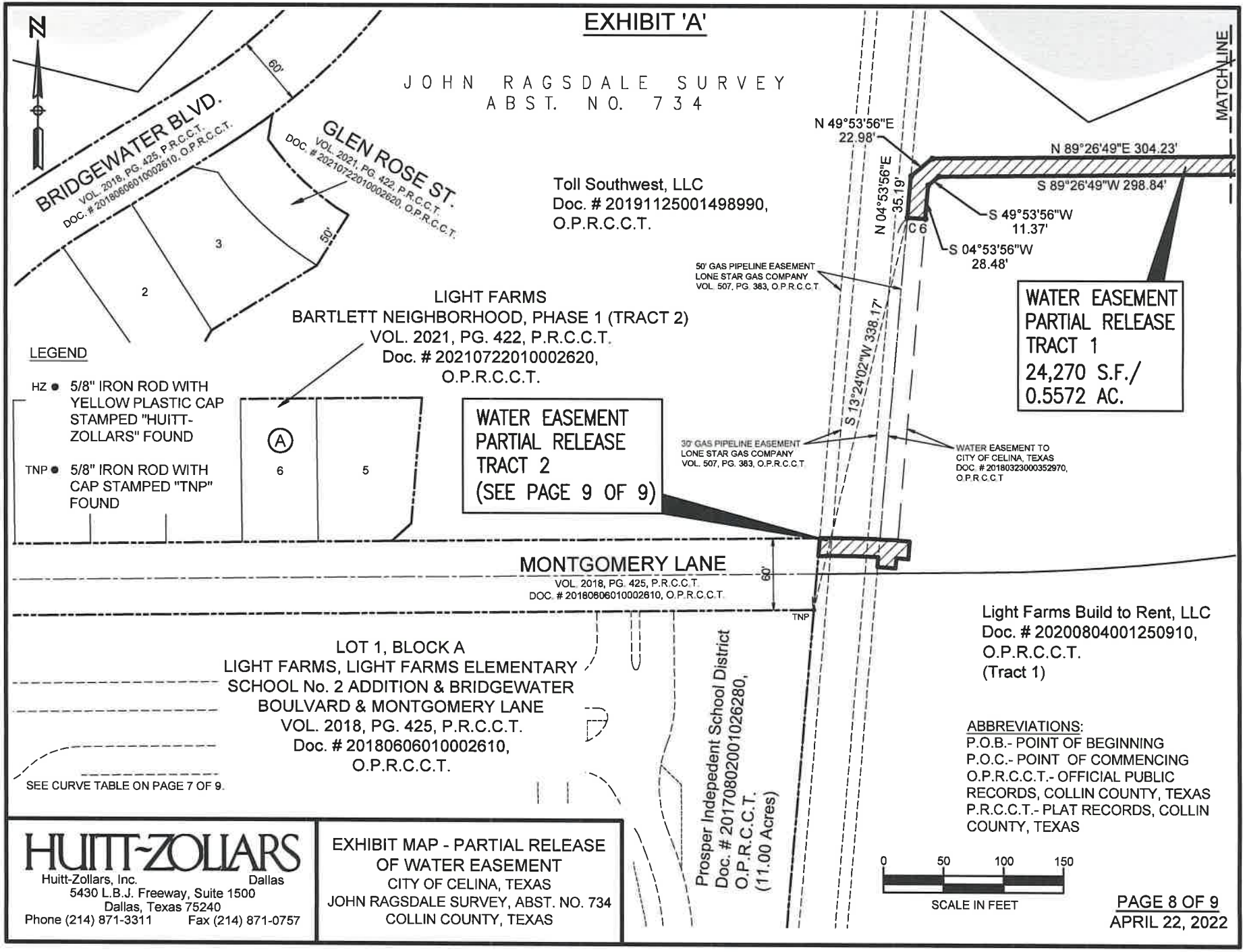
APRIL 22, 2022

HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
5430 L.B.J. Freeway, Suite 1500
Dallas, Texas 75240
Phone (214) 871-3311 Fax (214) 871-0757

EXHIBIT MAP - PARTIAL RELEASE OF WATER EASEMENT
CITY OF CELINA, TEXAS
JOHN RAGSDALE SURVEY, ABST. NO. 734
COLLIN COUNTY, TEXAS

EXHIBIT 'A'

JOHN RAGSDALE SURVEY
ABST. NO. 734



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EXHIBIT MAP - PARTIAL RELEASE OF WATER EASEMENT
CITY OF CELINA, TEXAS
JOHN RAGSDALE SURVEY, ABST. NO. 734
COLLIN COUNTY, TEXAS

APRIL 22, 2022

EXHIBIT 'A'

CURVE TABLE

Curve	Radius	Length	Delta	Chord	Chord Bearing
C12	630.00'	41.29'	3°45'17"	41.28'	S 88°40'32" E
C13	630.00'	10.00'	0°54'34"	10.00'	S 84°58'45" E
C14	615.00'	10.00'	0°55'54"	10.00'	N 84°58'34" W
C15	615.00'	39.86'	3°42'48"	39.85'	N 88°41'47" W

LEGEND

HZ ● 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS" FOUND

TNP ● 5/8" IRON ROD WITH CAP STAMPED "TNP" FOUND

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P.R.C.C.T.- PLAT RECORDS, COLLIN COUNTY, TEXAS

EXHIBIT MAP - PARTIAL RELEASE
OF WATER EASEMENT
CITY OF CELINA, TEXAS
JOHN RAGSDALE SURVEY, ABST. NO. 734
COLLIN COUNTY, TEXAS

HUITT-ZOLLARS
Huitt-Zollars, Inc.
Dallas
5430 L.B.J. Freeway, Suite 1500
Dallas, Texas 75240
Phone (214) 871-3311 Fax (214) 871-0757

*----------
* Prepared by: Huitt-Zollars, Inc.
* Routine: Reduce Map Check File Coord File: CLOSURE.crd 4/19/22 15:03:36
* Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000
*----------
LF BARTLETT PH.2 EXHIBIT RELEASE 15' WE (N) (CLOSURE)

Correct Ending Coordinates, North: 100000.00000 East: 100000.00000
Ending Coordinates, North: 99999.99166 East: 100000.00004
Error, N: -0.008 E: 0.000 Total: 0.008 Brg: N 00°18'06"W
Distance Traversed: 3298.657 Closure: 395722

No Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
		100000.00000	100000.00000		96
S 03°20'17"E	18.710	99981.32174	100001.08943		97
S 42°46'50"W	27.730	99960.96902	99982.25543		98
S 04°22'01"E	9.520	99951.47666	99982.98032		99
S 88°53'57"W	61.690	99950.29147	99921.30170		100

CURVE DEF: Arc CURVE DIR: CCW
RAD: 287.500 LEN: 67.656 TAN: 33.985 CEN. ANG: 13°28'59"
CHORD: 67.500 MO: 1.988 EXT: 2.002 DEGREE: 19°55'44"
SEG: 90 TRI: 9636 SEC: 9725

S 01°06'03"E	287.500	99662.84452	99926.82445	101 PC-> RP
N 14°35'02"W	287.500	99941.08145	99854.43342	102 RP-> PT
S 82°09'28"W	67.500	99941.08145	99854.43342	102 PC-> PT
S 75°24'58"W	131.000	99908.09601	99727.65424	103

CURVE DEF: Arc CURVE DIR: CW
RAD: 412.500 LEN: 105.708 TAN: 53.145 CEN. ANG: 14°40'58"
CHORD: 105.419 MO: 3.382 EXT: 3.409 DEGREE: 13°53'24"
SEG: 238 TRI: 21565 SEC: 21802

N 14°35'02"W	412.500	100307.30527	99623.78788	104 PC-> RP
S 00°05'56"W	412.500	99894.80588	99623.07593	105 RP-> PT
S 82°45'27"W	105.419	99894.80588	99623.07593	105 PC-> PT
N 89°54'04"W	127.510	99895.02596	99495.56612	106

CURVE DEF: Arc CURVE DIR: CW
RAD: 332.500 LEN: 77.989 TAN: 39.174 CEN. ANG: 13°26'20"
CHORD: 77.810 MO: 2.284 EXT: 2.300 DEGREE: 17°13'55"
SEG: 119 TRI: 12847 SEC: 12966

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

N 00°05'56"E 332.500 100227.52546 99496.13999 107 PC->
Bearing Distance Northing Easting Elevation Point ID
RP
S 13°32'16"W 332.500 99904.26371 99418.30625 108 RP->
PT

N 83°10'54"W 77.810 99904.26371 99418.30625 108 PC->
PT

CURVE DEF: Arc CURVE DIR: CCW
RAD: 667.500 LEN: 401.762 TAN: 207.174 CEN. ANG: 34°29'09"
CHORD: 395.725 MO: 30.000 EXT: 31.411 DEGREE: 8°35'01"
SEG: 7951 TRI: 126138 SEC: 134088

S 13°32'16"W 667.500 99255.30930 99262.05513 109 PC->
RP
N 20°56'53"W 667.500 99878.69026 99023.40807 110 RP->
PT

S 86°17'41"W 395.725 99878.69026 99023.40807 110 PC->
PT
S 69°03'07"W 149.510 99825.23724 98883.77994 111

CURVE DEF: Arc CURVE DIR: CW
RAD: 362.500 LEN: 129.035 TAN: 65.208 CEN. ANG: 20°23'42"
CHORD: 128.355 MO: 5.726 EXT: 5.818 DEGREE: 15°48'21"
SEG: 491 TRI: 22897 SEC: 23388

N 20°56'53"W 362.500 100163.77778 98754.17843 112 PC->
RP
S 00°33'11"E 362.500 99801.29467 98757.67745 113 RP->
PT

S 79°14'58"W 128.355 99801.29467 98757.67745 113 PC->
PT
S 89°26'49"W 298.840 99798.41011 98458.85138 114
S 49°53'56"W 11.370 99791.08626 98450.15436 115
S 04°53'56"W 28.480 99762.71030 98447.72224 116

CURVE DEF: Arc CURVE DIR: CW
RAD: 1225.000 LEN: 15.008 TAN: 7.504 CEN. ANG: 0°42'07"
CHORD: 15.008 MO: 0.023 EXT: 0.023 DEGREE: 4°40'38"
SEG: 0 TRI: 9192 SEC: 9192

N 02°38'47"E 1225.000 100986.40372 98504.28563 117 PC->
RP
S 03°20'54"W 1225.000 99763.49509 98432.73509 118 RP->
PT

N 87°00'09"W 15.008 99763.49509 98432.73509 118 PC->
PT
N 04°53'56"E 35.190 99798.55654 98435.74024 119
N 49°53'56"E 22.980 99813.35884 98453.31784 120

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

N 89°26'49"E 304.230 99816.29541 98757.53367 121

CURVE DEF: Arc CURVE DIR: CCW
RAD: 347.500 LEN: 123.696 TAN: 62.509 CEN. ANG: 20°23'42"

CHORD: 123.044 MO: 5.489 EXT: 5.577 DEGREE: 16°29'17"
SEG: 451 TRI: 21041 SEC: 21492

N 00°33'11"W 347.500 100163.77923 98754.17943 122 PC->
RP
S 20°56'53"E 347.500 99839.24726 98878.41812 123 RP->
PT

N 79°14'58"E 123.044 99839.24726 98878.41812 123 PC->
PT
N 69°03'07"E 149.510 99892.70029 99018.04625 124

CURVE DEF: Arc CURVE DIR: CW
RAD: 682.500 LEN: 410.791 TAN: 211.829 CEN. ANG: 34°29'09"
CHORD: 404.618 MO: 30.674 EXT: 32.117 DEGREE: 8°23'42"
SEG: 8312 TRI: 131870 SEC: 140182

S 20°56'53"E 682.500 99255.31076 99262.05616 125 PC->
RP
N 13°32'15"E 682.500 99918.84842 99421.81855 126 RP->
PT

N 86°17'41"E 404.618 99918.84842 99421.81855 126 PC->
PT

CURVE DEF: Arc CURVE DIR: CCW
RAD: 317.500 LEN: 74.471 TAN: 37.407 CEN. ANG: 13°26'20"
CHORD: 74.300 MO: 2.181 EXT: 2.196 DEGREE: 18°02'45"
SEG: 108 TRI: 11714 SEC: 11822

N 13°32'16"E 317.500 100227.52693 99496.14100 127 PC->
RP
S 00°05'56"W 317.500 99910.02740 99495.59301 128 RP->
PT

S 83°10'54"E 74.300 99910.02740 99495.59301 128 PC->
PT
S 89°54'04"E 127.510 99909.80733 99623.10282 129

CURVE DEF: Arc CURVE DIR: CCW
RAD: 397.500 LEN: 101.864 TAN: 51.213 CEN. ANG: 14°40'58"
CHORD: 101.586 MO: 3.259 EXT: 3.285 DEGREE: 14°24'51"
SEG: 221 TRI: 20025 SEC: 20246

N 00°05'56"E 397.500 100307.30674 99623.78888 130 PC->
RP
S 14°35'02"E 397.500 99922.61418 99723.87828 131 RP->
PT

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

N 82°45'27"E	101.586	99922.61418	99723.87828	131 PC-> PT
N 75°24'58"E	131.000	99955.59962	99850.65746	132

CURVE DEF: Arc CURVE DIR: CW
RAD: 302.500 LEN: 71.185 TAN: 35.758 CEN. ANG: 13°28'59"

CHORD: 71.021 MO: 2.092 EXT: 2.106 DEGREE: 18°56'27"
SEG: 99 TRI: 10668 SEC: 10767

S 14°35'02"E	302.500	99662.84598	99926.82542	133 PC-> RP
N 01°06'03"W	302.500	99965.29017	99921.01453	134 RP-> PT

N 82°09'28"E	71.021	99965.29017	99921.01453	134 PC-> PT
N 88°53'57"E	56.890	99966.38314	99977.89403	135
N 43°53'57"E	25.610	99984.83671	99995.65178	136
N 01°06'03"W	10.430	99995.26478	99995.45140	137
N 43°53'57"E	6.560	99999.99166	100000.00004	138

Approx: Sq. Feet: 24270 Acres: 0.5572

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

*----------

* Prepared by: Huitt-Zollars, Inc.
* Routine: Reduce Map Check File Coord File: CLOSURE.crd 4/19/22 8:43:32
* Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000
*----------
LF BARTLETT PH.2 EXHIBIT RELEASE 15' WE (S) (CLOSURE)

Correct Ending Coordinates, North: 100000.00000 East: 100000.00000
Ending Coordinates, North: 100000.00142 East: 99999.99860
Error, N: 0.001 E: -0.001 Total: 0.002 Brg: S 44°35'54"E
Distance Traversed: 197.659 Closure: 99388

No Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
		100000.00000	100000.00000		139
N 04°53'56"E	15.070	100015.01495	100001.28694		140
N 89°26'35"E	8.840	100015.10088	100010.12652		141

CURVE DEF: Arc CURVE DIR: CW
RAD: 630.000 LEN: 41.285 TAN: 20.650 CEN. ANG: 3°45'17"
CHORD: 41.278 MO: 0.338 EXT: 0.338 DEGREE: 9°05'40"
SEG: 9 TRI: 12996 SEC: 13005

S 00°33'11"E	630.000	99385.13021	100016.20607	142 PC-> RP
N 03°12'06"E	630.000	100014.14678	100051.39344	143 RP-> PT
S 88°40'32"E	41.278	100014.14678	100051.39344	143 PC-> PT
S 04°53'56"W	0.220	100013.92759	100051.37465	144
S 88°14'21"E	15.020	100013.46606	100066.38756	145
S 04°53'56"W	0.340	100013.12730	100066.35852	146

CURVE DEF: Arc CURVE DIR: CW
RAD: 630.000 LEN: 10.000 TAN: 5.000 CEN. ANG: 0°54'34"
CHORD: 10.000 MO: 0.020 EXT: 0.020 DEGREE: 9°05'40"
SEG: 0 TRI: 3150 SEC: 3150

S 04°33'58"W	630.000	99385.12683	100016.20464	147 PC-> RP
N 05°28'32"E	630.000	100012.25214	100076.31991	148 RP-> PT
S 84°58'45"E	10.000	100012.25214	100076.31991	148 PC-> PT
S 04°53'56"W	15.000	99997.30694	100075.03895	149

CURVE DEF: Arc CURVE DIR: CCW
RAD: 615.000 LEN: 10.000 TAN: 5.000 CEN. ANG: 0°55'54"
CHORD: 10.000 MO: 0.020 EXT: 0.020 DEGREE: 9°18'59"

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

SEG: 0 TRI: 3075 SEC: 3075

S 05°29'23"W 615.000 99385.12771 100016.20362 150 PC->
RP

Bearing	Distance	Northing	Easting	Elevation	Point ID
N 04°33'29"E	615.000	99998.18267	100065.07717		151 RP-> PT
N 84°58'34"W	10.000	99998.18267	100065.07717		151 PC-> PT
S 04°53'56"W	8.520	99989.69379	100064.34959		152
N 85°06'04"W	15.000	99990.97476	100049.40438		153
N 04°53'56"E	8.250	99999.19462	100050.10891		154

CURVE DEF: Arc CURVE DIR: CCW
RAD: 615.000 LEN: 39.858 TAN: 19.936 CEN. ANG: 3°42'48"
CHORD: 39.851 MO: 0.323 EXT: 0.323 DEGREE: 9°18'59"
SEG: 9 TRI: 12248 SEC: 12256

S 03°09'37"W 615.000 99385.12989 100016.20440 155 PC->
RP
N 00°33'11"W 615.000 100000.10124 100010.26812 156 RP->
PT

N 88°41'47"W 39.851 100000.10124 100010.26812 156 PC->
PT
S 89°26'35"W 10.270 100000.00142 99999.99860 157

Approx: Sq. Feet: 1254 Acres: 0.0288

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

20180323000352970 03/23/2018 12:49:38 PM EM 1/11

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING, RETURN TO:

Republic Title of Texas
2626 Howell Street, 10th Floor
Dallas, Texas 75204

"This document filed for record by Republic Title of Texas, Inc. as an accommodation only. It has not been examined as to its execution or as to its effect upon the title. No liability is assumed hereby."

PERMANENT WATER EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That **LFC LAND COMPANY II, LLC** ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the ***CITY OF CELINA, TEXAS*** ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to grade, alter the slope, and construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain water pipes, lines and related facilities (the "Facilities"), together with all incidental improvements in, upon and across that certain 0.7300 acre tract of real property owned by Grantor and located in Collin County, Texas, as more particularly described and depicted as the "15' Water Line Easement" on Exhibit "A", attached hereto and incorporated herein for all purposes (the "Easement Property").

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Unofficial

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are nonexclusive, provided, however, Grantor covenants that Grantor will not convey any other easement or conflicting right within the area covered by this grant which interfere with Grantee's rights granted herein.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee shall not remove or damage any property outside the Easement Property except for underbrush, shrubs or trees which may encroach upon the Easement Property or to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURES TO FOLLOW.]

Unofficial

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this 22nd day of March, 2018.

GRANTOR:

LFC LAND COMPANY II, LLC, a Texas limited liability company

By: RJM/CELINA III, L.P., a Texas limited partnership, Manager

By: RJM/CELINA III GP, INC., a Texas corporation, General Partner

By: _____
Clint Yeager, Vice President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Clint Yeager, known to me to be one of the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

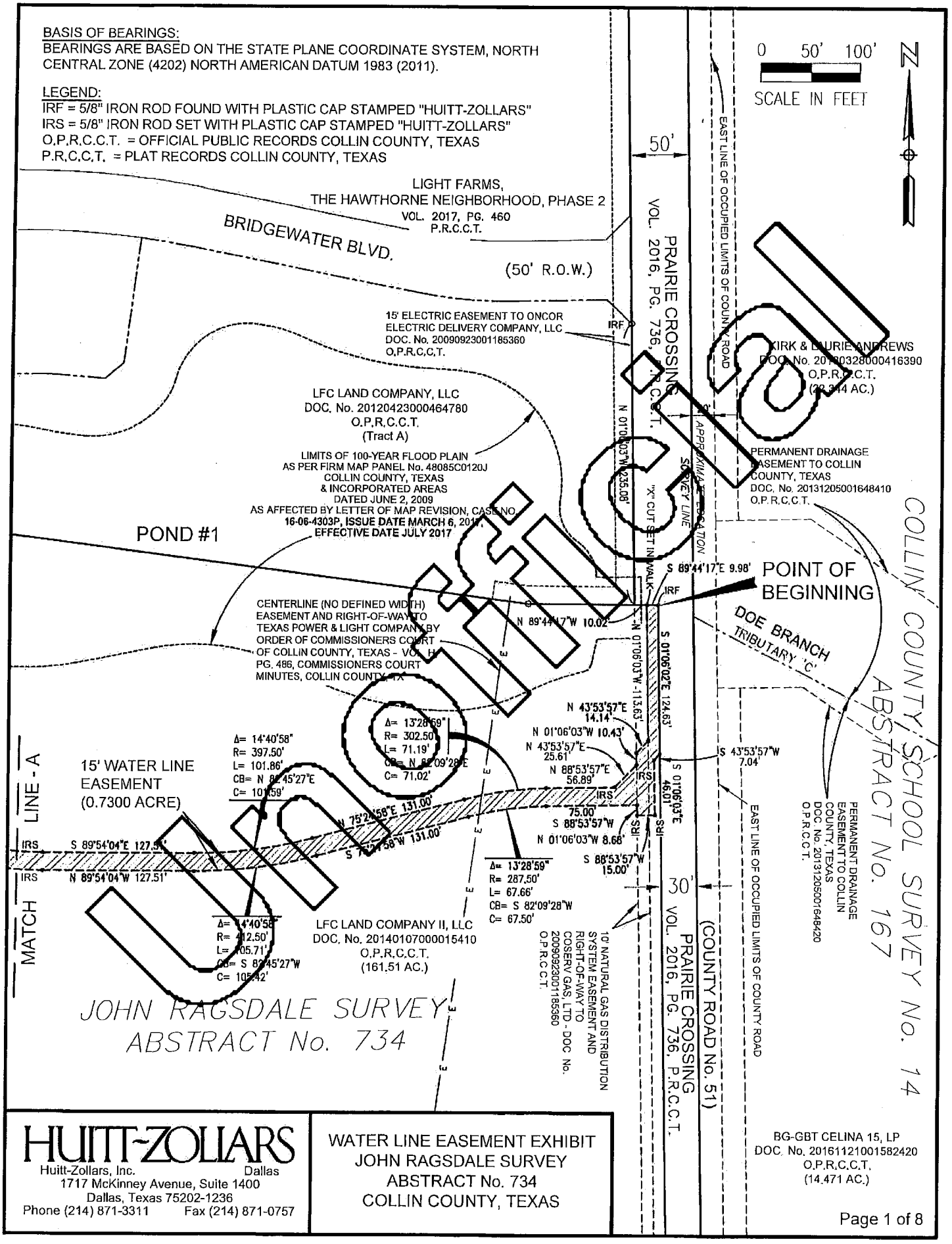
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of March, 2018.

ANNA MILES
Notary Public, State of Texas
Comm. Expires 08-10-2021
Notary ID 131241459

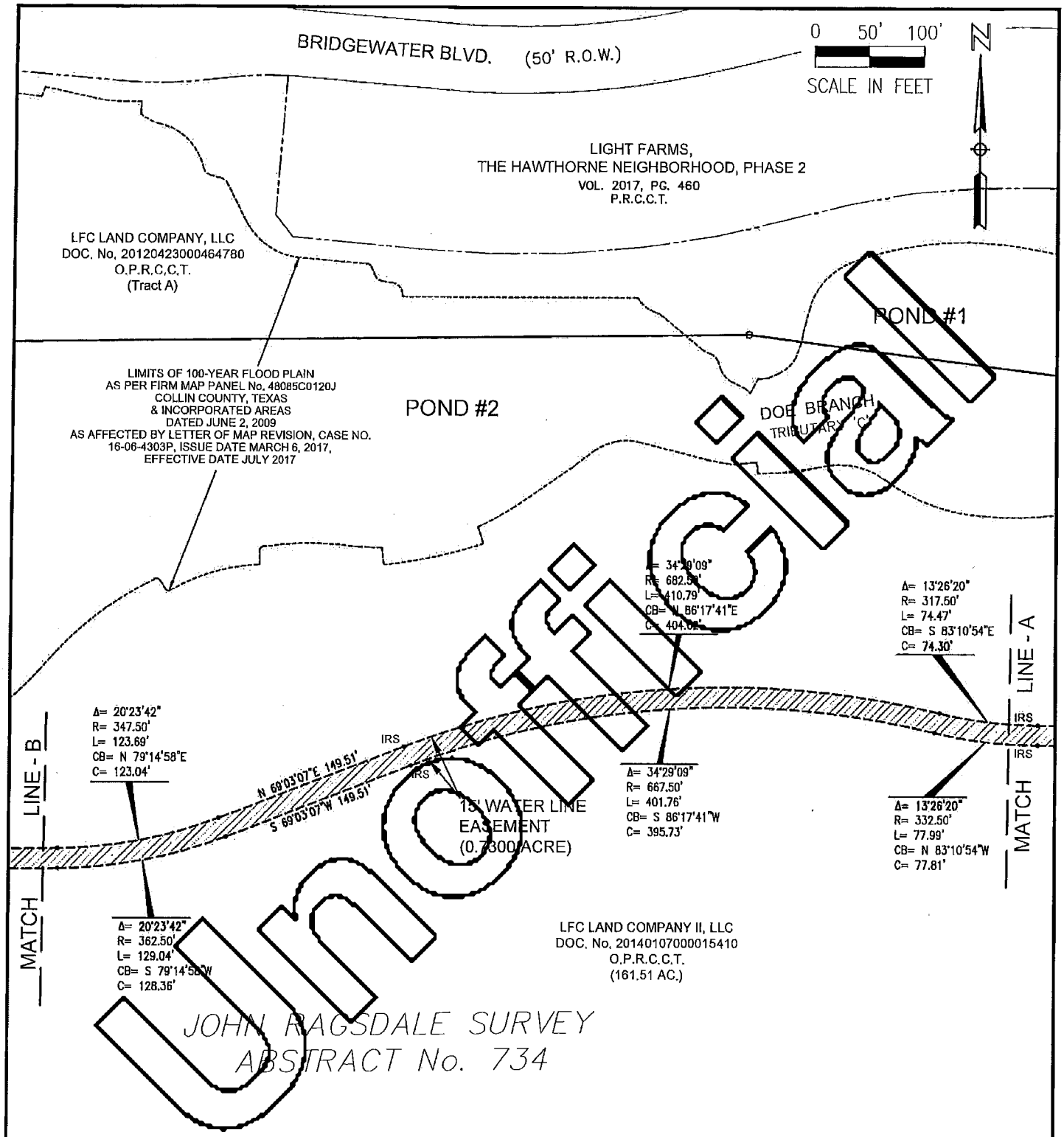
_____
Notary Public in and for the State of Texas
My Commission Expires: 8.10.2021

Unofficial

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)



Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

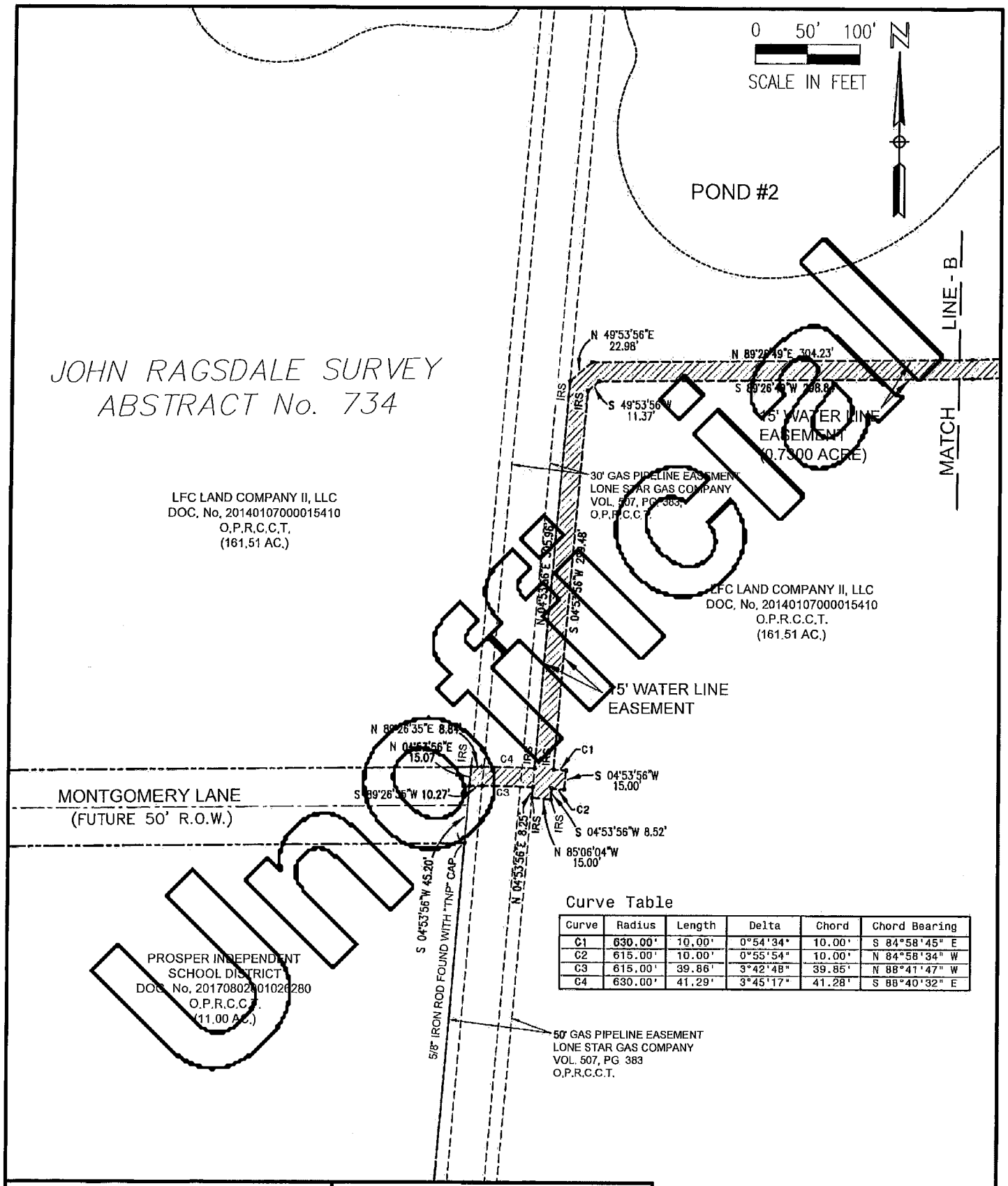


Unofficial

HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757

WATER LINE EASEMENT EXHIBIT
JOHN RAGSDALE SURVEY
ABSTRACT No. 734
COLLIN COUNTY, TEXAS

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)



Curve Table

Curve	Radius	Length	Delta	Chord	Chord Bearing
C1	630.00'	10.00'	0°54'34"	10.00'	S 84°58'45" E
C2	615.00'	10.00'	0°55'54"	10.00'	N 84°58'34" W
C3	615.00'	39.86'	3°42'48"	39.85'	N 88°41'47" W
C4	630.00'	41.29'	3°45'17"	41.28'	S 88°40'32" E

Unofficial

HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757

WATER LINE EASEMENT EXHIBIT
JOHN RAGSDALE SURVEY
ABSTRACT No. 734
COLLIN COUNTY, TEXAS

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

15' WATER LINE EASEMENT
LAND DESCRIPTION

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, in Collin County, Texas and being a portion of a 161.51 acre tract of land described in instrument to LFC Land Company II, LLC as recorded under Document No. 20140107000015410 of the Official Public Records (O.P.R.C.C.T.) of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the west right-of-way line of Prairie Crossing (a 30 foot wide right-of-way at this point) as established by plat recorded in Volume 2016, Page 736 of the Plat Records of Collin County, Texas, said point also being on the north line of said 161.51 acre tract;

THENCE South 01 degree 06 minutes 02 seconds East along the west right-of-way line of said Prairie Crossing, a distance of 124.63 feet to an angle point;

THENCE South 43 degrees 53 minutes 57 seconds West departing said west right-of-way line of Prairie Crossing, a distance of 7.04 feet to an angle point;

THENCE South 01 degree 06 minutes 03 seconds East a distance of 46.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE South 88 degrees 53 minutes 57 seconds West a distance of 15.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 01 degree 06 minutes 03 seconds West a distance of 8.68 feet to a point;

THENCE South 88 degrees 53 minutes 57 seconds West a distance of 75.00 feet to the beginning of a curve to the left having a central angle of 13 degrees 28 minutes 59 seconds, a radius of 287.50 feet and being subtended by a 67.50 foot chord which bears South 82 degrees 09 minutes 28 seconds West;

THENCE continuing westerly along said curve to the left an arc distance of 67.66 feet to the end of said curve;

THENCE South 75 degrees 24 minutes 58 seconds West a distance of 131.00 feet to the beginning of a curve to the right having a central angle of 14 degrees 40 minutes 58 seconds, a radius of 412.50 feet and being subtended by a 105.42 foot chord which bears South 82 degrees 45 minutes 27 seconds West;

THENCE continuing westerly along said curve to the right an arc distance of 105.71 feet to the end of said curve;

THENCE North 89 degrees 54 minutes 04 seconds West a distance of 127.51 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 13 degrees 26 minutes 20 seconds, a radius of 332.50 feet and being subtended by a 77.81 foot chord which bears North 83 degrees 10 minutes 54 seconds West;

Unofficial

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

THENCE continuing westerly along said curve to the right an arc distance of 77.99 feet to a point of reverse curvature of a curve to the left having a central angle of 34 degrees 29 minutes 09 seconds, a radius of 667.50 feet and being subtended by a 395.73 foot chord which bears South 86 degrees 17 minutes 41 seconds West;

THENCE continuing westerly along said curve to the left, an arc distance of 401.76 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE South 69 degrees 03 minutes 07 seconds West a distance of 149.51 feet to the beginning of a curve to the right having a central angle of 20 degrees 23 minutes 42 seconds, a radius of 362.50 feet and being subtended by a 128.36 foot chord which bears South 79 degrees 14 minutes 58 seconds West;

THENCE continuing westerly along said curve to the right, an arc distance of 129.04 feet to the end of said curve;

THENCE South 89 degrees 26 minutes 49 seconds West a distance of 298.84 feet to an angle point;

THENCE South 49 degrees 53 minutes 56 seconds West a distance of 11.37 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner, said point being 15 feet easterly and perpendicularly distant from the easterly line of a 50 foot wide easement as described in instrument to Lone Star Gas Company as recorded in Volume 507, Page 383, O.P.R.C.C.T.;

THENCE South 4 degrees 53 minutes 56 seconds West continuing along a line being parallel and 15 feet perpendicularly distant from the easterly line said 50 foot easement to Lone Star Gas Company, a distance of 299.48 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner, said point being the beginning of a non-tangent curve to the right having a central angle of 0 degrees 54 minutes 34 seconds, a radius of 630.00 feet and being subtended by a 10.00 foot chord which bears South 84 degrees 58 minutes 45 seconds East;

THENCE continuing easterly along said curve to the right, an arc distance of 10.00 feet to a point for a corner;

THENCE South 4 degrees 53 minutes 56 seconds West a distance of 15.00 feet to a point for a corner, said point being the beginning of a non-tangent curve to the left having a central angle of 0 degrees 55 minutes 54 seconds, a radius of 615.00 feet and being subtended by a 10.00 foot chord which bears North 84 degrees 58 minutes 34 seconds West;

THENCE continuing westerly along said curve to the left, an arc distance of 10.00 feet to a point for a corner at the end of said curve and being 15 feet easterly and perpendicularly distant from the easterly line of said 50 foot easement to Lone Star Gas Company;

THENCE South 4 degrees 53 minutes 56 seconds West continuing along a line being parallel and 15 feet perpendicularly distant from the easterly line said 50 foot easement to Lone Star Gas Company, a distance of 8.52 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

Unofficial

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

THENCE North 85 degrees 06 minutes 04 seconds West a distance of 15.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the easterly line of said 50 foot easement to Lone Star Gas Company;

THENCE North 4 degrees 53 minutes 56 seconds East along said easterly line of 50 foot easement to Lone Star Gas Company, a distance of 8.25 feet to a point for a corner, said point being the beginning of a non-tangent curve to the left having a central angle of 3 degrees 42 minutes 48 seconds, a radius of 615.00 feet and being subtended by a 39.85 foot chord which bears North 88 degrees 41 minutes 47 seconds West;

THENCE continuing westerly along said curve to the left through said gas easement, an arc distance of 39.86 feet to the end of said curve;

THENCE South 89 degrees 26 minutes 35 seconds West, continuing through said gas easement, a distance of 10.27 feet to a point for a corner on the westerly line of said 50 foot easement to Lone Star Gas Company from which a 5/8 inch iron rod found with cap stamped "TNP" at the northeast corner of an 11.00 acre tract of land described in instrument to Prosper Independent School District as recorded under Document No. 20170802001026280, O.P.R.C.C.T. bears South 4 degrees 53 minutes 56 seconds West at a distance of 45.20 feet;

THENCE North 4 degrees 53 minutes 56 seconds East continuing along the westerly line of said 50 foot easement to Lone Star Gas Company, a distance of 15.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner on the north line of Montgomery Lane (a future 60 foot right-of-way as per plat);

THENCE North 89 degrees 26 minutes 35 seconds East departing said westerly line of the 50 foot easement to Lone Star Gas Company, a distance of 8.84 feet to the beginning of a curve to the right having a central angle of 3 degrees 45 minutes 17 seconds, a radius of 630.00 feet and subtended by a 41.28 foot chord which bears South 88 degrees 40 minutes 32 seconds East;

THENCE continuing easterly along said curve to the right, an arc distance of 41.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the easterly line of said 50 foot easement to Lone Star Gas Company;

THENCE North 4 degrees 53 minutes 56 seconds East along the said easterly line of the 50 foot easement to Lone Star Gas Company, a distance of 305.96 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 49 degrees 53 minutes 56 seconds East departing the easterly line of said 50 foot easement to Lone Star Gas Company, a distance of 22.98 feet to an angle point;

THENCE North 89 degrees 26 minutes 49 seconds East a distance of 304.23 feet to the beginning of a curve to the left having a central angle of 20 degrees 23 minutes 42 seconds, a radius of 347.50 feet and being subtended by a 123.04 foot chord which bears North 79 degrees 14 minutes 58 seconds East;

Unofficial

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

THENCE continuing easterly along said curve to the left, an arc distance of 123.70 feet to the end of said curve;

THENCE North 69 degrees 03 minutes 07 seconds East a distance of 149.51 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 34 degrees 29 minutes 09 seconds, a radius of 682.50 feet and being subtended by a 404.62 foot chord which bears North 86 degrees 17 minutes 41 seconds East;

THENCE continuing easterly along said curve to the right an arc distance of 410.79 feet to the point of reverse curvature of a curve to the left having a central angle of 13 degrees 26 minutes 20 seconds, a radius of 317.50 feet and being subtended by a 74.30 foot chord which bears South 83 degrees 10 minutes 54 seconds East;

THENCE continuing easterly along said curve to the left, an arc distance of 74.47 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE South 89 degrees 54 minutes 04 seconds East a distance of 122.51 feet to the beginning of a curve to the left having a central angle of 14 degrees 40 minutes 58 seconds, a radius of 397.50 feet and being subtended by a 101.59 foot chord which bears North 82 degrees 45 minutes 27 seconds East;

THENCE continuing easterly along said curve to the left an arc distance of 101.86 feet to the end of said curve;

THENCE North 75 degrees 24 minutes 58 seconds East a distance of 131.00 feet to the beginning of a curve to the right having a central angle of 13 degrees 28 minutes 59 seconds, a radius of 302.50 feet and being subtended by a 71.02 foot chord which bears North 82 degrees 09 minutes 28 seconds East;

THENCE continuing easterly along said curve to the right an arc distance of 71.19 feet to the end of said curve;

THENCE North 88 degrees 53 minutes 57 seconds East a distance 56.89 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 43 degrees 53 minutes 57 seconds East a distance of 25.61 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE North 1 degree 06 minutes 03 seconds West a distance of 10.43 feet to an angle point;

THENCE North 43 degrees 53 minutes 57 seconds East a distance of 14.14 feet to an angle point;

THENCE North 1 degree 06 minutes 03 seconds West a distance of 113.63 feet to an "X" cut set in concrete walk on the north line of aforementioned 161.51 acre tract and right-of-way of Prairie Crossing from which a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the intersection of the west right-of-way line of Prairie Crossing (50 foot wide right-of-way at this point) with the south right-of-way line of Bridgewater Boulevard as shown on plat of Light Farms, The Hawthorne Neighborhood, Phase 2 as recorded in Volume of 2017, Page 460, P.R.C.C.T., and bears North 89 degrees 44

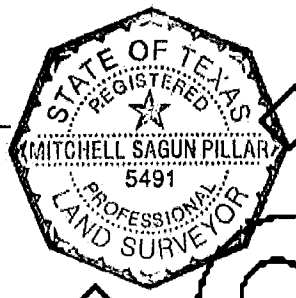
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Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

minutes 17 seconds West at a distance of 10.02 feet, and North 1 degree 06 minutes 03 seconds West at a distance of 235.08 feet;

THENCE South 89 degrees 44 minutes 17 seconds East continuing along the north line of said 161.51 acre tract and right-of-way of Prairie Crossing, a distance of 9.98 feet to the POINT OF BEGINNING and containing 0.7300 of an acre, more or less.

For Huitt-Zollars, Inc.



Mitchell S. Pillar
Registered Professional Land Surveyor
Texas Registration No. 5491
Huitt-Zollars, Inc.
Firm Registration No. 10025600
1717 McKinney Avenue
Suite 1400
Dallas, Texas 75202-1236
Ph. (214) 871-3311
Email: pillar@huitt-zollars.com
March 9, 2018
Project No. R013905.83

Unofficial



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/23/2018 12:49:38 PM
$66.00 CJAMAL
20180323000352970

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

20191125001498990 11/25/2019 10:55:13 AM D1 1/13

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.

After recording, this document
should be returned to:

c/o Toll Brothers
attn: Dawn Saloma 3rd Floor West Legal Department
250 Gibraltar Road
Horsham, PA 19044

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF COLLIN §

As of November 22, 2019 (the "***Effective Date***"), LFC LAND COMPANY II, LLC, a Texas limited liability company (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 Dollars ($10.00) and other good and valuable consideration in hand paid by TOLL SOUTHWEST LLC, a Delaware limited liability company (hereinafter called "Grantee"), whose mailing address is 2557 SW Grapevine Pkwy, Suite 100, Grapevine, TX 76051, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto Grantee that certain real property and improvements located thereon situated in Collin County, Texas, and more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "***Land***"), together with all of Grantor's rights, titles, powers, privileges and interests in and to all rights, titles, benefits, easements, privileges, remainders, tenements, hereditaments, interests, reversions and appurtenances thereunto belonging or in any way appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Grantor therein, in and to adjacent strips and gores, if any, between the Land and abutting properties, and in and to any minerals, adjacent streets, highways, roads, alleys or rights-of-way, and the beds thereof (except to the extent, if any, that such rights, titles, benefits, easements, or such strips or gores or such streets, highways, roads, alleys or rights-of-way abut or provide access to or benefit other properties owned by Grantor), either at law or in equity, in possession or expectancy, now or hereafter acquired (all of the above-described properties together with the Land are hereinafter collectively referred to as the "***Property***").

This conveyance is made and accepted subject to those certain encumbrances, easements and other matters more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the "***Permitted Exceptions***"), but only to the extent that such Permitted Exceptions are valid, subsisting and in fact affect the Property.

Reference is hereby made to that certain Contract of Sale dated July 26, 2019 (as amended,

Official

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

the "***Agreement***"), executed by and between Grantor as "Seller" and Grantee as "Buyer", which Agreement contains certain agreements between Grantor and Grantee which are and shall be binding and effective against the Property and shall and do constitute covenants running with said Property, and which Contract is fully incorporated here and by reference for all purposes. Without limiting the generality of the foregoing, Grantee specifically acknowledges and agrees that (a) Grantee may not resell any portion of the Property to persons engaged in the business of constructing residential buildings, and may not sell or convey any portion of the Property except (i) as a single family residential lot improved with a residence thereon, (ii) under a contract obligating Grantee (as the party seller in such contract) to construct a residential building thereon and selling the lot with the completed residence thereon to a bona fide third-party member of the public, or (iii) to dedicate streets, roads, alleys and other areas to the public, (b) no portion of the Property may be used as a grocery store, general merchandise store, convenience store, pharmacy, and/or a fuel station, and (c) all homes constructed Property must be sized to adhere to the following limits on the amount of air conditioned living space under roof:

50's- not less than 1,800 square feet or more than 3,400 square feet
60's- not less than 2,500 square feet or more than 4,200 square feet; provided, however, up to 10% of the residences constructed by Grantee on the 60' lots may be less than 2,500 square feet (but not less than 2,100 square feet).

(collectively, the "***Restrictions***"). All restrictions set forth in this deed and all obligations of the Agreement of Buyer (except for (b) and (c) above of this deed) shall terminate as to any developed lot on the Property upon completion of the construction of a single family residence thereon.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, Grantee's heirs, executors, administrators, personal representatives, successors and assigns forever and subject only to the Permitted Exceptions and Restrictions, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's heirs, executors, administrators, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, only to the Permitted Exceptions.

{signature page follows}

Unofficial

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

EXECUTED to be effective for all purposes as of the Effective Date referenced above.

GRANTOR:

LFC LAND COMPANY II, LLC,
a Texas limited liability company

By: RJM/Celina III, L.P.,
a Texas limited partnership,
its managing member

By: RJM/Celina III GP, Inc.,
a Texas corporation,
its general partner

By: _____
Name: Tony Ruggeri
Title: Co-CEO

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Tony Ruggeri, Co-CEO of RJM/Celina III GP, Inc., a Texas corporation, general partner of RJM/Celina III, L.P., a Texas limited partnership, managing member of LFC Land Company II, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of November, 2019.

ANNA MILES
Notary Public, State of Texas
Comm. Expires 08-10-2021
Notary ID 131241459

_____
Notary Public in and for the State of Texas

My Commission Expires:

8-10-2021

Anna Miles
Notary's Printed Name

Unofficial

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

EXHIBIT "A"

Tract 1:

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a tract of land described in instrument to the LFC Land Company II, LLC as recorded in Document No. 20140107000015410 of the Land Records, Collin County, Texas (L.R.C.C.T.) and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found with yellow plastic cap stamped "Huitt-Zollars" at the intersection of the north line of said LFC Land Company II, LLC and the west line of the Prairie Crossing Addition (County Road 51, a 30' Right of Way) an addition to Collin County as recorded in Document No. 2016-736 (L.R.C.C.T.);

THENCE, along the west line of said Prairie Crossing Addition (County Road 51, a 30' Right of Way), South 01 degrees 06 minutes 02 seconds East, a distance of 894.36 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the west line of said Prairie Crossing Addition (County Road 51, a 30' Right of Way), South 82 degrees 13 minutes 22 seconds West, a distance of 462. 79 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 07 degrees 46 minutes 37 seconds West, a distance of 36.93 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 02 degrees 49 minutes 41 seconds, a radius of 300.00 feet, subtended by a 14.81 foot chord which bears North 06 degrees 21 minutes 46 seconds West,

THENCE, along said curve to the right an arc distance of 14.81 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 88 degrees 53 minutes 57 seconds West, a distance of 145.68 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 01 degrees 06 minutes 03 seconds West, a distance of 17.42 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 88 degrees 53 minutes 57 seconds West, a distance of 126. 70 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 18 minutes 50 seconds West, a distance of 29.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 01 degrees 06 minutes 03 seconds West, a distance of 328. 78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

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Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

THENCE, South 88 degrees 53 minutes 57 seconds West, a distance of 40.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 19 degrees 50 minutes 50 seconds, a radius of 250.00 feet, subtended by a 86.17 foot chord which bears South 78 degrees 58 minutes 32 seconds West, ·

THENCE, along said curve to the left an arc distance of 86.60 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 69 degrees 03 minutes 07 seconds West, a distance of 62.98 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 20 degrees 23 minutes 42 seconds, a radius of 1690.00 feet, subtended by a 598.40 foot chord which bears South 79 degrees 14 minutes 58 seconds West,

THENCE, along said curve to the right an arc distance of 601.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 26 minutes 49 seconds West, a distance of 137 .96 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the east line of Lot 1, Block A, of the Light Farms Elementary School No. 2 Addition & Bridgewater Boulevard & Montgomery Lane, an addition to Collin County as recorded in Document No. 2018-425 {L.R.C.C.T.},

THENCE, along the east line of said Lot 1, North 04 degrees 33 minutes 56 seconds East, a distance of 30.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the northeast corner of said Lot 1, said point being on the north right-of-way line of Montgomery Lane (a 60' right-of-way);

THENCE, along the north right-of-way line of Montgomery Lane (a 60' right-of-way), South 89 degrees 26 minutes 49 seconds West, a distance of 747.76 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 04 degrees 47 minutes 49 seconds, a radius of 470.00 feet, subtended by a 39.34 foot chord which bears North 88 degrees 09 minutes 16 seconds West,

THENCE, along said curve to the right an arc distance of 39.35 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, continuing along the north right-of-way line of said Montgomery Lane, North 35 degrees 35 minutes 21 seconds West, a distance of 12.98 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the easterly right-of-way line of Bridgewater Boulevard {a variable width right-of way} and being the beginning of a non tangent curve to the right having a central angle of 43 degrees 17 minutes 25 seconds, a radius of 420.00 feet, subtended by a 309.84 foot chord which bears North 36 degrees 17 minutes 44 seconds East,

THENCE, along the easterly right-of-way line of said Bridgewater Boulevard the following;

Along said curve to the right an arc distance of 317.33 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

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Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

North 57 degrees 56 minutes 26 seconds East, a distance of 135.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 33 degrees 02 minutes 30 seconds, a radius of 530.00 feet, subtended by a 301.43 foot chord which bears North 41 degrees 25 minutes 11 seconds East,

Along said curve to the left an arc distance of 305.64 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 24 degrees 53 minutes 56 seconds East, a distance of 154.08 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the north line of said LFC Land Company II, LLC tract;

THENCE, along the north line of said LFC Land Company II, LLC tract the following;

North 89 degrees 19 minutes 08 seconds East, a distance of 1,149.76 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 82 degrees 40 minutes 54 seconds East, a distance of 632.77 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 89 degrees 44 minutes 17 seconds East, a distance of 108.59 feet to the POINT OF BEGINNING and CONTAINING 37.879 Acres or 1,650,014 Square feet of land, more or less.

Save and Except the following tract of land:

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a tract of land described in instrument to the LFC Land Company II, LLC as recorded in Document No. 20140107000015410 of the Land Records, Collin County, Texas (L.R.C.C.T.) and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found with yellow plastic cap stamped "Huitt-Zollars" at the intersection of the north line of said LFC Land Company II, LLC and the west line of the Prairie Crossing Addition (County Road 51, a 30' Right of Way) an addition to Collin County as recorded in Document No. 2016-736 (L.R.C.C.T.);

THENCE, along the west line of said Prairie Crossing Addition (County Road 51, a 30' Right of Way), South 01 degrees 06 minutes 02 seconds East, a distance of 118.93 feet to a point for corner;

THENCE, departing the west line of said Prairie Crossing Addition (County Road 51, a 30' Right of Way), North 84 degrees 38 minutes 16 seconds West, a distance of 826.81 feet to a point for corner;

THENCE, South 69 degrees 53 minutes 33 seconds West, a distance of 483.91 feet to a point for corner;

THENCE, South 66 degrees 32 minutes 07 seconds West, a distance of 167.79 feet to a point for corner;

THENCE, North 52 degrees 43 minutes 04 seconds West, a distance of 171.89 feet to a point for corner;

THENCE, North 02 degrees 15 minutes 29 seconds West, a distance of 116.69 feet to a point for corner;

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Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

THENCE, South 82 degrees 47 minutes 36 seconds West, a distance of 296.34 feet to a point for comer;

THENCE, North 25 degrees 12 minutes 36 seconds West, a distance of 112.27 feet to a point for comer on the easterly right-of-way line of Bridgewater Boulevard (a variable width right-of way) as recorded in the Light Farms Elementary School No. 2 Addition & Bridgewater Boulevard & Montgomery Lane, an addition to Collin County as recorded in Document No. 2018-425 (L.R.C.C.T);

THENCE, along the easterly right-of-way line of said Bridgewater Boulevard, North 24 degrees 53 minutes 56 seconds East, a distance of 62.98 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the north line of said LFC Land Company II, LLC tract;

THENCE, along the north line of said LFC Land Company II, LLC tract the following;

North 89 degrees 19 minutes 08 seconds East, a distance of 1,149.76 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 82 degrees 40 minutes 54 seconds East, a distance of 602.77 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 89 degrees 44 minutes 17 seconds East, a distance of 108.59 feet to the POINT OF BEGINNING and CONTAINING 7.488 Acres or 326,158 Square feet of land, more or less.

Tract 2:

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a tract of land described in instrument to the LFC Land Company II, LLC as recorded in Document No. 20140107000015410 of the Land Records, Collin County, Texas (L.R.C.C.T.) and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found with yellow plastic cap stamped "Huitt-Zollars" at the southwest corner of Bridgewater Boulevard (a variable width right of way) as shown on the final plat of the Light Farms Elementary School No. 2 Addition & Bridgewater Boulevard & Montgomery Lane Addition, an addition to Collin County as recorded in Document No. 2018-425 (L.R.C.C.T.) said point being on the south line of said LFC Land Company II, LLC tract and being in the approximate centerline of County Road 5 (no deed of record found);

THENCE, departing the west right of way line of said Bridgewater Boulevard and along the south line of said LFC Land Company II, LLC tract and approximate centerline of said County Road 5, South 89 degrees 26 minutes 49 seconds West, a distance of 1,553.61 feet to a 1/2 inch iron rod found at the southwest corner of said LFC Land Company II, LFC tract;

THENCE, departing the south line of said LFC Land Company II, LLC tract and approximate centerline of said County Road 5, North 00 degrees 36 minutes 39 seconds West along the west line of said LFC Land Company II, LLC tract, a distance of 1,674.54 feet to a 1/2 iron rod found at the northwest comer of said LFC Land Company II, LLC tract;

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Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

THENCE, along the north line of said LFC Land Company II, LLC tract the following;

North 89 degrees 56 minutes 00 seconds East, a distance of 1,672.59 feet to a point for comer;

North 87 degrees 52 minutes 29 seconds East, a distance of 475.03 feet to a point for comer;

North 89 degrees 19 minutes 08 seconds East, a distance of 97.77 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the west right of way line of the aforementioned Bridgewater Boulevard;

THENCE, along the west right of way line of said Bridgewater Boulevard the following;

South 24 degrees 53 minutes 56 seconds West, a distance of 125.36 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 33 degrees 02 minutes 30 seconds, a radius of 470.00 feet, subtended by a 267.30 foot chord which bears South 41 degrees 25 minutes 11 seconds West,

Along said curve to the right an arc distance of 271.04 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars":

South 57 degrees 56 minutes 26 seconds West, a distance of 135.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 58 degrees 29 minutes 37 seconds, a radius of 480.00 feet, subtended by a 469.03 foot chord which bears South 28 degrees 41 minutes 37 seconds West,

Along said curve to the right-left an arc distance of 490.04 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 00 degrees 33 minutes 11 seconds East, a distance of 166.37 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 17 degrees 38 minutes 12 seconds, a radius of 470.00 feet, subtended by a 144.10 foot chord which bears South 08 degrees 15 minutes 55 seconds West,

Along said curve to the right an arc distance of 144.67 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 17 degrees 05 minutes 01 seconds West, a distance of 117.92 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 20 degrees 14 minutes 11 seconds, a radius of 430.00 feet, subtended by a 151.08 foot chord which bears South 06 degrees 57 minutes 55 seconds West,

Along said curve to the right-left an arc distance of 151.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 03 degrees 09 minutes 10 seconds East, a distance of 77.35 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

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Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

South 09 degrees 22 minutes 06 seconds West, a distance of 57 .80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 00 degrees 33 minutes 11 seconds East, a distance of 87.89 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 44 degrees 26 minutes 49 seconds West, a distance of 40.69 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 00 degrees 33 minutes 11 seconds East, a distance of 60.00 feet to the POINT OF BEGINNING and CONTAINING 67.33 Acres or 2,932,839 Square feet of land, more or less.

Save and Except the following tract of land:

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 754, Collin County, Texas and being a portion of a tract of land described in instrument to the LFC Land Company II, LLC as recorded in Document No. 20140107000015410 of the Land Records, Collin County, Texas (L.R.C.C.T.) and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod found at the northwest corner of said LFC Land Company II, LLC tract;

THENCE, along the north line of said LFC Land Company 0, LLC tract the following;

North 89 degrees 56 minutes 00 seconds East, a distance of 1,672.59 feet to a point for corner;

North 87 degrees 52 minutes 29 seconds East, a distance of 475.03 feet to a point for comer;

North 89 degrees 19 minutes 08 seconds East, a distance of 607.77 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the west right of way line of Bridgewater Boulevard (a variable width right of way) as shown on the final plat of the Light Farms Elementary School No. 2 Addition & Bridgewater Boulevard & Montgomery Lane Addition, an addition to Collin County as recorded in Document No. 2018-425 (L.R.C.C.T.);

THENCE, along the west right-of-way line of said Bridgewater Boulevard, South 24 degrees 53 minutes 56 seconds West, a distance of 40.46 feet to a point for corner;

THENCE, departing the west right-of-way line of said Bridgewater Boulevard, South 41 degrees 45 minutes 25 seconds West, a distance of 376.86 feet to a point for comer;

THENCE, North 75 degrees 42 minutes 56 seconds West, a distance of 479.25 feet to a point for corner;

THENCE, South 74 degrees 05 minutes 07 seconds West, a distance of 332.05 feet to a point for comer;

THENCE, South 86 degrees 59 minutes 45 seconds West, a distance of 353.12 feet to a point for comer;

THENCE, South 66 degrees 11 minutes 20 seconds West, a distance of 455.04 feet to a point for comer;

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Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

THENCE, South 24 degrees 48 minutes 30 seconds West, a distance of 400.61 feet to a point for comer;

THENCE, South 89 degrees 48 minutes 46 seconds West, a distance of 247.34 feet to a point for comer on the west line of said LFC Land Company II, LLC tract;

THENCE, along the west line of said LFC Land Company II, LLC tract, North 00 degrees 36 minutes 39 seconds West, a distance of 836.61 feet to the POINT OF BEGINNING and CONTAINING 18.53 Acres or 807,342 Square feet of land, more or less.

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Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

EXHIBIT B
TO
SPECIAL WARRANTY DEED

Permitted Exceptions

1. Restrictive Covenants recorded in/under the following, each in the Real Property Records of Collin County, Texas (the "***Records***"):

   a. cc# 20090429000503740;
   b. cc# 20111130001288280;
   c. cc# 201200423000464790;
   d. cc# 20130425000562430;
   e. cc# 20130503000608060;
   f. cc# 20131216001648050;
   g. cc# 2014031001194790;
   h. cc# 20141219001380870;
   i. cc# 20150304000238540;
   j. cc# 20150330000342950;
   k. cc# 20150915001172700;
   l. cc# 20160428000508710;
   m. cc# 20160608000717930;
   n. cc# 20161011001375950;
   o. cc# 20170627000834840;
   p. cc# 20170919001254350;
   q. cc# 20180309000289860;
   r. cc# 20190221000183880; and
   s. cc# 20190425000449540.

2. Restrictive Covenants recorded in/under the following, each in the Records:

   a. cc# 20140711000715400;
   b. cc# 20150220001238070;
   c. cc# 20151228001609150; and
   d. cc# 20160307000271300.

3. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Records.

4. Easement created in instrument to Lone Star Gas Company, recorded December 13, 1955, in Volume 507, Page 383 of the Records.

5. Easement granted by Order of Commissioners Court of Collin County Texas to Texas Power & Light Company, recorded in Volume H, Page 466, Commissioners Court Minutes, Collin County, Texas.

Unofficial

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

6. Easement created in instrument executed by LFC Land Company II, LLC to COSERV GAS, Ltd, dated March 18, 2014, filed March 31, 2014, recorded in cc# 20140331000298260 of the Records.

7. Estate in oil, gas, minerals, and/or other substances, as defined therein, together with all rights, privileges and immunities incident thereto, as set out in instrument filed March 31, 2014, recorded in cc# 20140331000301930 of the Records.

8. Terms, provisions, conditions and obligations as set out in that certain Amended and Restated Development Agreement approved by the City Council on March 12, 2007 and dated effective as of March 12, 2007 recorded in cc# 20071101001489980 of the Records, as modified by the following:

   a. that certain Addendum to Amended and Restated Development Agreement approved by the City Council on May 14, 2007 and dated effective as of March 12, 2007, recorded in cc# 20071101001489990 of the Records;

   b. that certain First Amendment to Amended and Restated Development Agreement approved by the City Council on August 13, 2007 and dated effective as of March 12, 2007, recorded in cc# 20071114001541520 of the Records;

   c. that certain Second Amendment to Amended and Restated Development Agreement approved by the City Council on December 14, 2009 and dated effective as of March 12, 2007, recorded in cc# 20100105000007540 of the Records;

   d. that certain Third Amendment to Amended and Restated Development Agreement approved by the City Council on, and dated effective as of, May 9, 2011, recorded in cc# 20120423000464760 of the Records;

   e. that certain Fourth Amendment to Amended and Restated Development Agreement approved by the City Council on October 8, 2012 and dated effective as of October 12, 2012, recorded in cc# 20121114001454530 of the Records;

   f. Fifth Amendment recorded in cc# 20140711000715400 of the Records;

   g. Memorandum of Amendment to Development Agreement recorded in cc# 20140916001001050 of the Records;

   h. Sixth Amendment recorded in cc# 2015022001338070 of the Records;

   i. Seventh Amendment recorded in cc# 20151228001609150 of the Records;

   j. Eighth Amendment recorded in cc# 20160307000271300 of the Records;

   k. Ninth Amendment recorded in cc# 20170112000053780 of the Records; and

   l. Assignment of rights recorded in cc# 20120423000464800 of the Records.

Unofficial

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

9. Easement rights created in instrument executed by LFC Land Company, LLC to City of Celina, Texas, dated April 11, 2016, filed April 12, 2016, recorded in cc# 20160412000433930 of the Records.

10. Easement rights created in instrument executed by LFC Land Company II, LLC to City of Celina, Texas, dated March 22, 2018, filed March 23, 2018, recorded in cc# 20180323000352970 of the Records.

11. Easement rights created in instrument executed by LFC Land Company II, LLC to City of Celina, Texas, dated March 29, 2018, filed April 2, 2018, recorded in cc# 20180402000390230 of the Records.

12. Easement rights created in instrument executed by LFC Land Company II, LLC to City of Celina, Texas, dated March 29, 2018, filed April 2, 2018, recorded in cc# 20180402000390240 of the Records.

13. Easement rights created in instrument executed by LFC Land Company, LLC and LFC Land Company II, LLC to City of Celina, Texas, dated March 29, 2018, filed April 2, 2018, recorded in cc# 20180402000390250 of the Records.

14. Easement rights created in instrument executed by LFC Land Company II, LLC to Collin County Municipal Utility District No. 1, dated March 29, 2018, filed April 2, 2018, recorded in cc# 20180402000390260 of the Records.

15. Easement rights created in instrument executed by LFC Land Company II, LLC to Collin County Municipal Utility District No. 1, dated March 29, 2018, filed April 2, 2018, recorded in cc# 20180402000390270 of the Records.

16. Easement rights created in instrument executed by LFC Land Company II, LLC to Collin County Municipal Utility District No. 1, dated March 29, 2018, filed April 2, 2018, recorded in cc# 20180402000390280 of the Records.

17. Easement rights created in instrument executed by LFC Land Company II, LLC to Collin County Municipal Utility District No. 1, dated March 29, 2018, filed April 2, 2018, recorded in cc# 20180402000390290 of the Records.

18. The terms, provisions, easements, covenants, and lien for assessments as shown in Declaration/Restrictions recorded in cc# 20090429000503740 of the Records when taken with all amendments and/or supplements thereto.

Unofficial

Attachment: Bartlett Phase 2 Water Easement Abandonment (Release of Water Easement- Light Farms- Bartlett Phase 2)

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
11/25/2019 10:55:13 AM
$74.00 AHASIK
20191125001498990

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Herrin - Easement and Development Agreement

Action Requested:
Consider and act upon an easement and development agreement by and between the City of Celina and Herrin Real Estate, LLC; generally located east of Oklahoma Drive, west of Preston, and south of Ash Street, within the City Limits. (Herrin – Easement and Development Agreement) (Glasgow)

Applicant:
Herrin Real Estate
1341 S. Preston Rd Ste A
Celina, TX 75009-3890

Background:
This agreement clarifies legal nonconforming entitlements for the existing platted lots along Oklahoma Drive and the dedication of water and sewer easements to the City. Please refer to the attachments for additional information.

Supporting Documents:
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.

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.

WATER AND WASTEWATER EASEMENT AND DEVELOPMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

DATE: **June 1, 2022**

GRANTOR: Herrin Real Estate, LLC

GRANTOR'S MAILING ADDRESS: 1341 S Preston Rd Ste A, Celina, Texas 75009-3890

GRANTOR'S LIENHOLDER: None

GRANTOR'S LIENHOLDER'S MAILING ADDRESS: Not Applicable

GRANTEE: City of Celina, Texas (also referred to herein as the "City")

GRANTEE'S MAILING ADDRESS: 142 N. Ohio St., Celina, Texas 75009

CONSIDERATION: Ten Dollars ($10.00), and other good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY: That certain variable width strip of land (varying from 9.25 feet to 10 feet in width) situated in the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, said tracts being part of Lot 4 and Lot 5, Block A of Herrin Addition, and addition

Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

to the City of Celina, Texas, according to the plat recorded in Cabinet O, Slide 570, Plat Records of Collin County, Texas, and being more specifically described in **Exhibit "A"** and **Exhibit "A-1"**, attached hereto and incorporated herein for all purposes.

EASEMENT PURPOSE: For a permanent and perpetual utility easement for the purpose of the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of water and/or sanitary sewer lines only, (collectively, the "Facilities") in, unto, upon, over, across, under and all through the Easement Property.

Grantor, for the Consideration paid to Grantee, hereby GRANTS, SELLS, and CONVEYS to Grantee and Grantee's successors and assigns an easement over, on, over, under, through, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to HAVE AND TO HOLD the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement by and through the Grantor, but not otherwise. This conveyance is made subject to all instruments of record affecting the property other than liens or conveyances of the surface estate; all unrecorded easements and rights-of-way; all restrictions, covenants, conditions, oil and gas leases and mineral reservations or conveyances of every kind and character, if any, affecting the herein described property and premises appearing of record in the Official Public Records of Collin County, Texas, and any obligations or restrictions imposed on the property by any governmental authority.

The following terms and conditions apply to the Easement granted by this Agreement:

1. *Definitions*. The term "this Agreement" means this Water and Wastewater Easement and Development Agreement. The terms "Grantor", "Grantee", "Consideration", "Easement Property", and "Easement Purpose" in this Agreement are defined above. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "Grantee" includes the employees and authorized agents of Grantee.

2. *Character of Easement.* The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns, as applicable.

3. *Duration of Easement.* The duration of the Easement is perpetual.

Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

4. *Consideration.* The Consideration from the Grantee for the Grantor to convey the Easement is: (1) ten dollars ($10.00); (2) Grantee's approval of one of the two (2) preliminary conceptual site plan options, at Grantor's election, as depicted in Exhibits "B" and "B-1" (the "Site Plan Options"), for the Grantor's property on which the Easement Property lies attached hereto and incorporated herein for all purposes ("Grantor's Property") (Grantee and Grantor acknowledge that the Site Plan Options are preliminary and that the final Site Plan for the Grantor's Property may be adjusted once the engineering for the Grantor's Property is completed); (3) Grantee's abandonment of Grantee's existing utility easement located along Oklahoma Drive on Grantor's Property; and (4) the following variances or exceptions to requirements in the City's Code of Ordinances, including the City Zoning Ordinance, for Grantor's Property:

i. Only twenty (20) feet in width shall be required for the landscape buffer along Oklahoma Drive;
ii. Fire lane access shall not be required along the northern boundary of Lot 5 of Grantor's Property;
iii. The following building setbacks shall be allowed:
    a. Ten (10) foot setback along the north and east property lines of Lot 5 of the Grantor's Property;
    b. Twenty-five (25) foot setback along Oklahoma Drive;
iv. Right-of-way dedication required for Grantor's Property along Oklahoma Drive shall be limited to ten (10) feet;
v. The minimum size for parking spaces shall be 9 feet in width and 18 feet in length; and
vi. A detention pond or basin shall not be required on Grantor's Property for future development.

5. *Reservation of Rights.* Grantee's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to use, construct, dedicate, operate, maintain on, over, and across all or part of the Easement Property for purposes of landscaping, access, paved parking lots, sidewalks, roads, utility lines, signs, lighting, or other uses, provided that Grantor and its successors and assigns shall not make any of the Easement Property which limits, obstructs, or impairs Grantee's use of this Easement. This Easement shall not prevent the crossing of the Easement Property by either public right-of-way, public utility easement or public drainage easement so long as such crossing does not obstruct or impair Grantee's use of the Easement Property. Grantee acknowledges and agrees that the Easement Property is located within Grantor's future landscape buffer located outside of the future right-of-way. In the event the installation of the water or wastewater pipeline precludes Grantor from satisfying its obligations within the landscape buffer, Grantee agrees that it will not require the installation of additional landscape materials outside the landscape buffer

Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

and/or additional land dedicated by Grantor as landscape buffer, and Grantee will waive or provide a variance for any potential future violations of the landscape buffer requirements related to the Easement granted herein.

6. *Temporary Construction Easement.* Grantor hereby grants to Grantee a temporary construction easement twenty (20) feet in width running parallel along and abutting the west side of the Easement Property for the construction of the Facilities. The temporary construction easement granted herein is restricted to the surface of the land, and shall automatically terminate the earlier of (i) twelve (12) months, or (ii) upon completion of the Facilities, at which time Grantee shall promptly return the surface of the land to its pre-construction condition.

7. *Improvement and Maintenance of Easement Property.* Improvement of the Easement Property and the Facilities will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Easement Property. Grantee has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this Agreement. Grantee has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work. Grantor agrees, for the consideration set forth herein, subject to the Grantor's reservation of rights set forth in Section 5, not to construct or place within the Easement Property any buildings, structures, fences, property, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise materially interfere with the Easement, without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, property, or other improvement, or any shrub, tree, or other growth or obstruction, of any character that is located within the Easement Property and which, in the sole judgment of Grantee, may endanger or materially interfere with the installation, construction, reconstruction, maintenance, replacement, repair, upgrading, alteration, protection, inspection, operation, use, removal, efficiency, or convenient and safe operation and maintenance of the Facilities described herein or the exercise of Grantee's rights hereunder.

8. *Restoration of Property to Pre-Construction Condition.* Grantee shall clean up and remove all trash and debris caused by Grantee's construction, reconstruction, and maintenance of the Facilities. After all such activities, Grantee shall return the surface of the Easement Property to its pre-construction condition, excepting the Facilities. If Grantee damages existing fencing on the Easement Property, Grantee shall, at its cost,

Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

restore the fencing that does not interfere with the Facilities to its pre-construction condition.

9. *Equitable Rights of Enforcement.* The Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise.

10. *Attorney's Fees.* If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

11. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns.

12. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

13. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

14. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

15. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

16. *Indemnity.* To the extent allowed by law, each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party.

Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

17. *Entire Agreement.* This Agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not expressly set forth in this Agreement and any exhibits.

18. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

19. *Liens and Encumbrances*. Grantor warrants that there are no liens, attachments, or other encumbrances that affect the title or right of Grantor to convey this Easement to Grantee for the purposes described herein except for those with a signature and acknowledgment included in and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

GRANTOR:

Herrin Real Estate, LLC, a Texas limited liability company

By: Van D. Nichols MANAGER Date: JUNE 1, 2022

GRANTEE:

City of Celina, Texas

By: _____ Date: _____

Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 7 day of June, 2022, by Van Nichols in his capacity as manager of Herrin Real Estate LLC, a Texas Corporation, on behalf of said entity.

LEAH STOUT
Notary ID #124697257
My Commission Expires
January 30, 2024

Leah Stout
Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 7 day of June, 2022, by _____ in his capacity as _____ of _____, a Texas _____, on behalf of said entity. .

_____
Notary Public in and for the State of Texas

Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

EXHIBIT "A"
Easement Property Legal Description

WATER AND WASTEWATER EASEMENT
Lot 4, Block A, Herrin Addition
Collin County School Land Survey, Abstract No. 167
City of Celina, Collin County, Texas

DESCRIPTION, of a 1,127 square foot (0.026 acre) tract of land situated in the Collin County School Land Survey, Abstract No. 167, Collin County, Texas; said tract being part of Lot 4, Block A of Herrin Addition, an addition to the City of Celina, Texas, according to the plat recorded in Cabinet O, Slide 570, Plat Records of Collin County, Texas; said 1,127 square foot (0.026 acre) tract being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod (Controlling Monument (CM)) found in the east right-of-way line of Oklahoma Drive, a variable width right-of-way; said point being the northwest corner of Lot 2, Block A of Celina Fire Station, an addition to the City of Celina, Texas, according to the plat recorded in Instrument No. 20150724010002560 of the Official Public Records of Collin County, Texas, and the southwest corner of Lot 1R1, Block A of Herrin Addition, an addition to the City of Celina, Texas, according to the plat recorded in Instrument No. 20180309010001170 of the said Official Public Records;

THENCE, North 00 degrees, 40 minutes, 45 seconds West, along the said east right-of-way line of Oklahoma Drive and the west line of said Lot 1R1, a distance of 119.94 feet to the **POINT OF BEGINNING**; said point being the northwest corner of said Lot 1R1, and the southwest corner of said Lot 4;

THENCE, North 00 degrees, 40 minutes, 45 seconds West, continuing along the said east line of Oklahoma Drive and along the west line of said Lot 4, a distance of 119.62 feet to a point for corner; said point being the southwest corner of Lot 5, Block A of said Herrin Addition, and the northwest corner of said Lot 4;

THENCE, North 89 degrees, 08 minutes, 56 seconds East, departing the said east line of Oklahoma Drive and along the south line of said Lot 5 and the north line of said Lot 4, a distance of 9.59 feet to a point for corner;

THENCE, South 00 degrees, 30 minutes, 53 seconds East, departing the said south line of Lot 5 and the said north line of Lot 4, across said Lot 4, a distance of 119.62 feet to a point for corner; said point being in the north line of said Lot 1R1 and the south line of said Lot 4;

THENCE, South 89 degrees, 08 minutes, 56 minutes West, along the said north line of Lot 1R1, and the said south line of Lot 4, a distance of 9.25 feet to the **POINT OF BEGINNING**;

Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

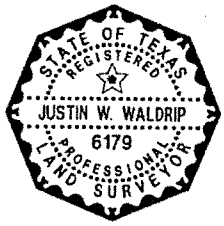
WATER AND WASTEWATER EASEMENT
(Continued)

CONTAINING: 1,127 square feet or 0.026 acre of land, more or less; of which 529 square feet or 0.012 acres lie within an existing 20' Sanitary Sewer Easement.

(A survey plat of even survey date herewith accompanies this description.)

Bearing System for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Collin County TxDOT a combination factor of 1.000152710.

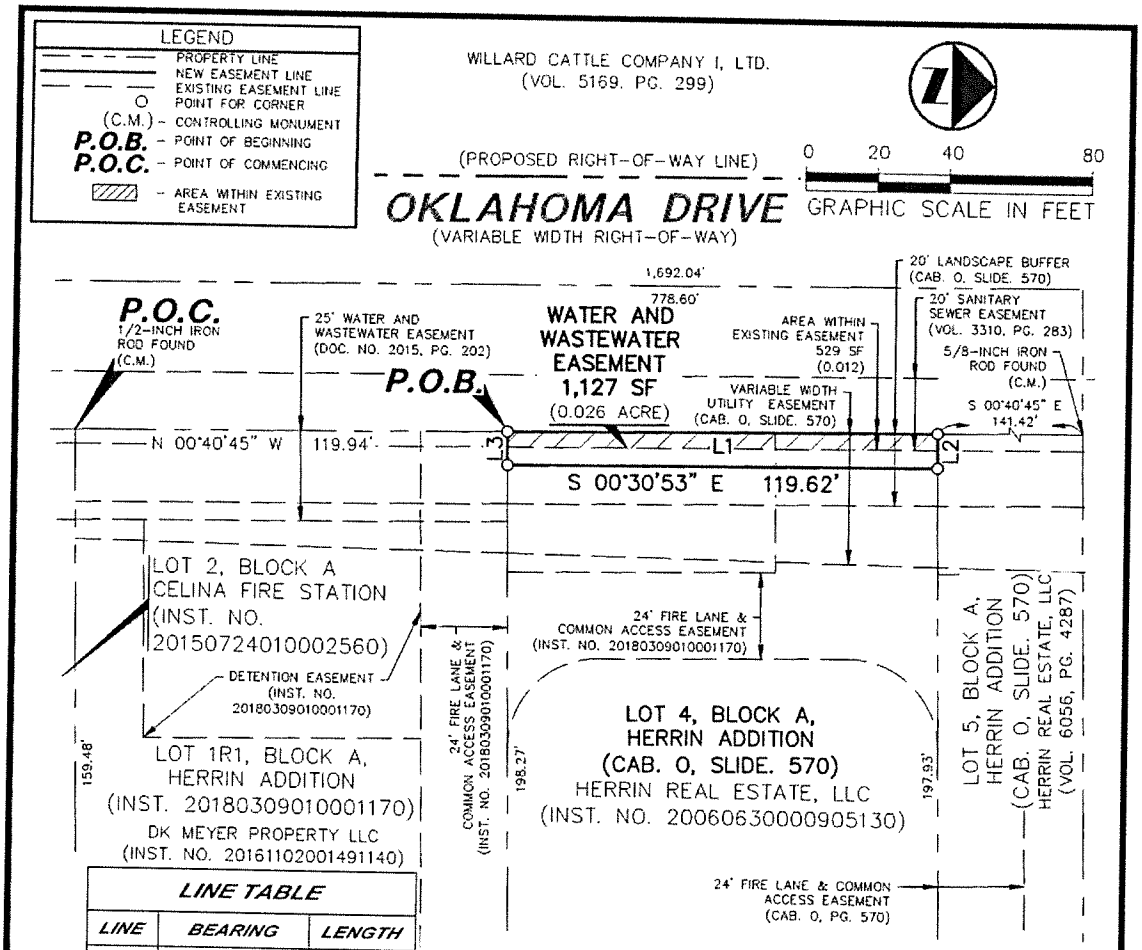
The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.



04-13-22
Justin W. Waldrip Date
Registered Professional Land Surveyor No. 6179
Pacheco Koch Consulting Engineers, LLC.
7557 Rambler Road, Suite 1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-1000800000

4820-20.637_EX14.doc AMY
4820-20.637_EX14.dwg AMY

Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 00°40'45" W	119.62'
L2	N 89°08'56" E	9.59'
L3	S 89°08'56" W	9.25'

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a the State Plane Coordinate System of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Collin County scale factor of 1.000152710.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

04-13-22
Justin W. Waldrip Date
Registered Professional
Land Surveyor No. 6179

STATE OF TEXAS
REGISTERED
JUSTIN W. WALDRIP
6179
PROFESSIONAL
LAND SURVEYOR

Pacheco Koch

7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
AMY	CTP/JWW	1"=40'	APR. 2022	4820-20.637

WATER AND WASTEWATER EASEMENT

PART OF
LOT 4, BLOCK A, HERRIN ADDITION
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 167
CITY OF CELINA, COLLIN COUNTY, TEXAS
PAGE 3 OF 3

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Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

EXHIBIT "A-1"

Not to scale

WATER AND WASTEWATER EASEMENT

Lot 5, Block A, Herrin Addition
Collin County School Land Survey, Abstract No. 167
City of Celina, Collin County, Texas

DESCRIPTION, of a 1,386 square foot (0.032 acre) tract of land situated in the Collin County School Land Survey, Abstract No. 167, Collin County, Texas; said tract being part of Lot 5, Block A of Herrin Addition, an addition to the City of Celina, Texas, according to the plat recorded in Cabinet O, Slide 570 of the Plat Records of Collin County, Texas; said 1,386 square foot (0.032 acre) tract being more particularly described as follows:

BEGINNING, at a 5/8-inch iron rod (Controlling Monument (CM)) found in the east right-of-way line of Oklahoma Drive, a variable width right-of-way, and the south line of that certain tract of land described in Special Warranty Deed with Vendor's Lien to B&B Property Group, LLC recorded in Instrument No. 20201117002038340 of the Official Public Records of Collin County, Texas; said point being the northwest corner of said Lot 5, Block A of Herrin Addition;

THENCE, North 89 degrees, 08 minutes, 00 seconds East, departing the said east right-of-way line of Oklahoma Drive, along the said south line of the B&B Property Group tract and the north line of said Lot 5, a distance of 10.00 feet to a point for corner;

THENCE, South 00 degrees, 30 minutes, 53 seconds East, departing the said south line of the B&B Property Group tract and the said north line of Lot 5, across said Lot 5, a distance of 141.42 feet to a point for corner in the north line of Lot 4, Block A of said Herrin Addition and the south line of said Lot 5;

THENCE, South 89 degrees, 08 minutes, 56 seconds West, along the said north line of Lot 4 and the said south line of Lot 5, a distance of 9.59 feet to a point for corner in the said east line of Oklahoma Drive; said point being the northwest corner of said Lot 4 and the southwest corner of said Lot 5;

THENCE, North 00 degrees, 40 minutes, 45 seconds West, along the said east line of Oklahoma Drive and the west line of said Lot 5, a distance of 141.42 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,386 square feet or 0.032 acre of land, more or less; of which 678 square feet or 0.016 acres lie within an existing 20' Sanitary Sewer Easement.

Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

WATER AND WASTEWATER EASEMENT
(Continued)

TEMPORARY CONSTRUCTION EASEMENT

The foregoing Water and Wastewater Easement will be accompanied by a 30-Foot-Wide Temporary Construction Easement adjoining the east line of said Water and Wastewater Easement. This Temporary Construction Easement contains approximately 0.097 acre of land more or less.

(A survey plat of even survey date herewith accompanies this description.)

Bearing System for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Collin County TxDOT scale factor of 1.000152710.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

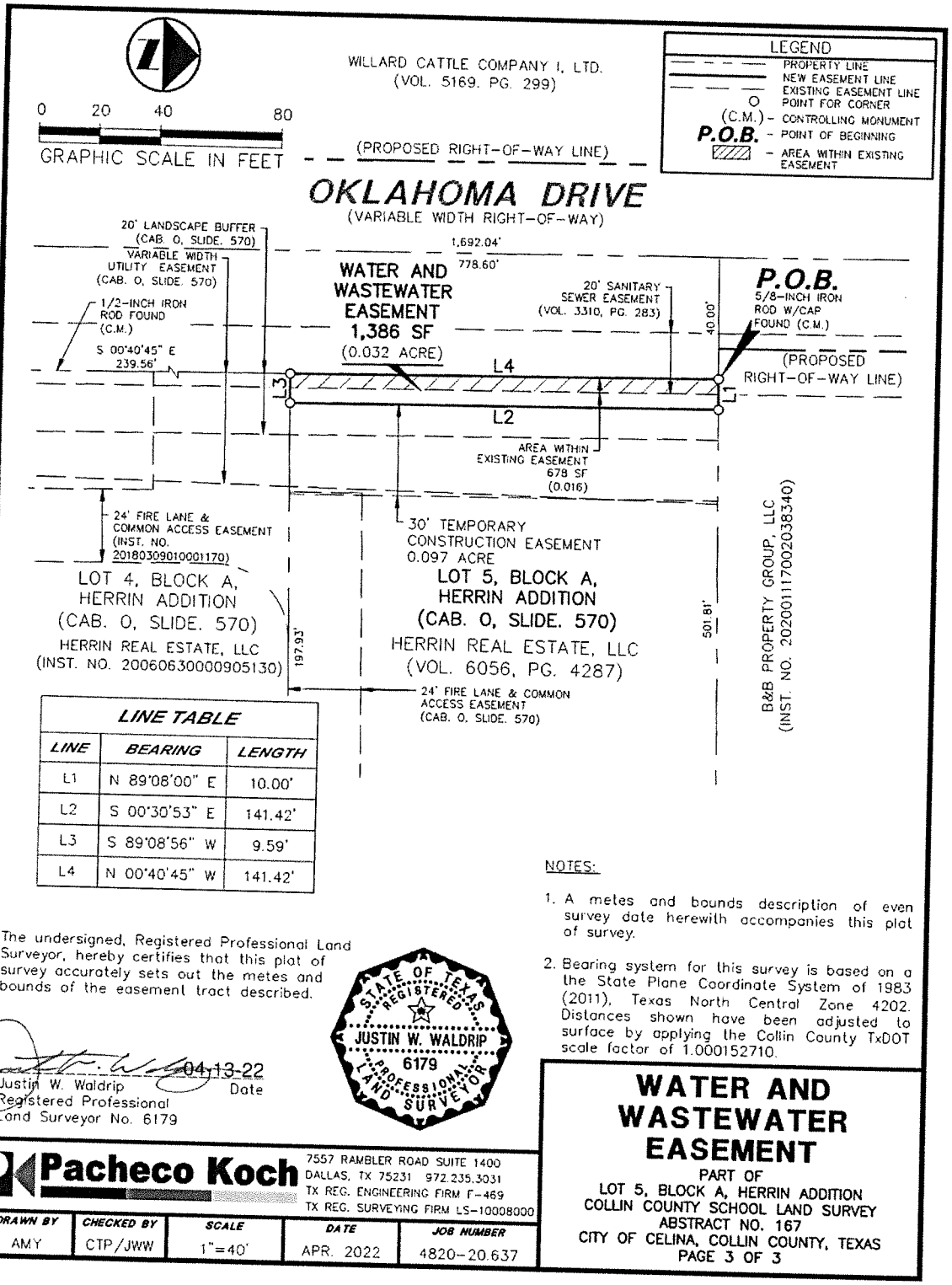
04-13-22
Date

Justin W. Waldrip
Registered Professional Land Surveyor No. 6179
Pacheco Koch Consulting Engineers, LLC.
7557 Rambler Road, Suite 1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-1000800000

4820-20.637_EX15.doc AMY
4820-20.637_EX15.dwg AMY



Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°08'00" E	10.00'
L2	S 00°30'53" E	141.42'
L3	S 89°08'56" W	9.59'
L4	N 00°40'45" W	141.42'

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a the State Plane Coordinate System of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Collin County TxDOT scale factor of 1.000152710.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

STATE OF TEXAS REGISTERED JUSTIN W. WALDRIP 6179 PROFESSIONAL LAND SURVEYOR

04-13-22
Justin W. Waldrip Date
Registered Professional
Land Surveyor No. 6179

Pacheco Koch
7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
AMY	CTP/JWW	1"=40'	APR. 2022	4820-20.637

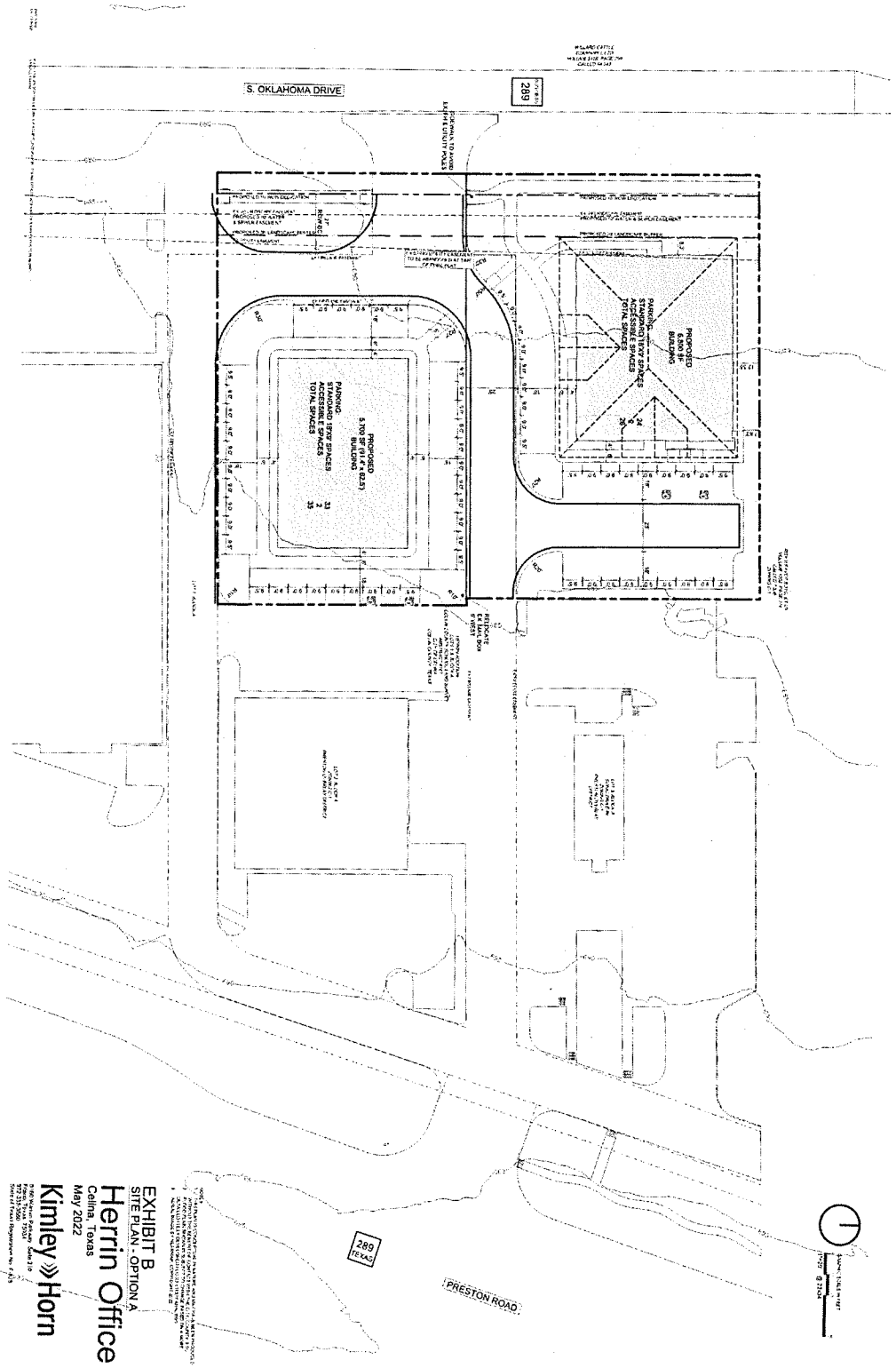
WATER AND WASTEWATER EASEMENT

PART OF
LOT 5, BLOCK A, HERRIN ADDITION
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 167
CITY OF CELINA, COLLIN COUNTY, TEXAS
PAGE 3 OF 3

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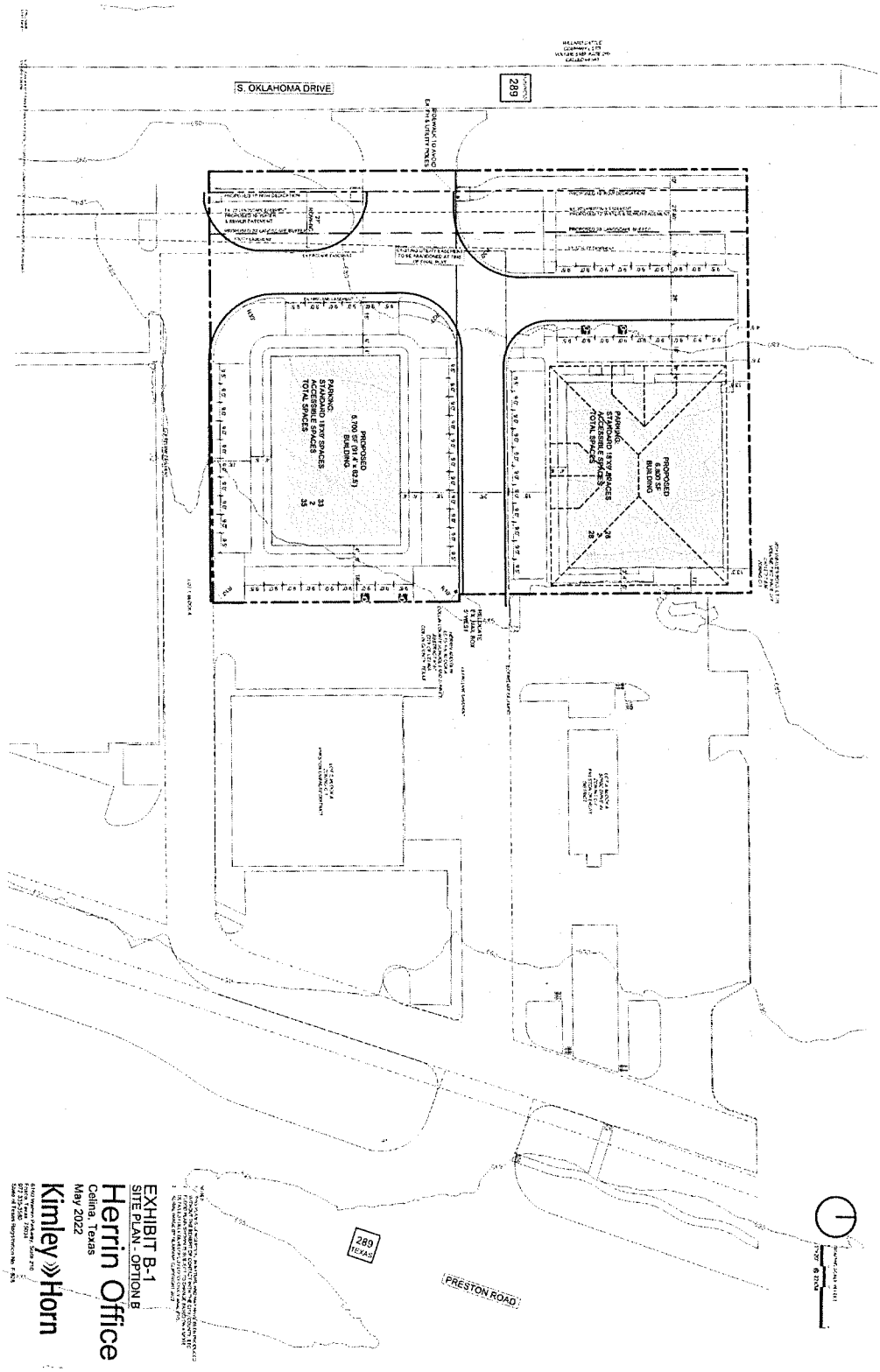
Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

EXHIBIT "B"
Grantor's Property Site Plan



Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

EXHIBIT "B-1"
Grantor's Property Site Plan



Attachment: Utility Easement Agreement - Herrin Real Estate LLC vF with exhibits_Signed (Herrin Easement and Development Agreement)

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:	June 14, 2022
Re:	10 Mile Creek/Belknap - DA 1st Amendment

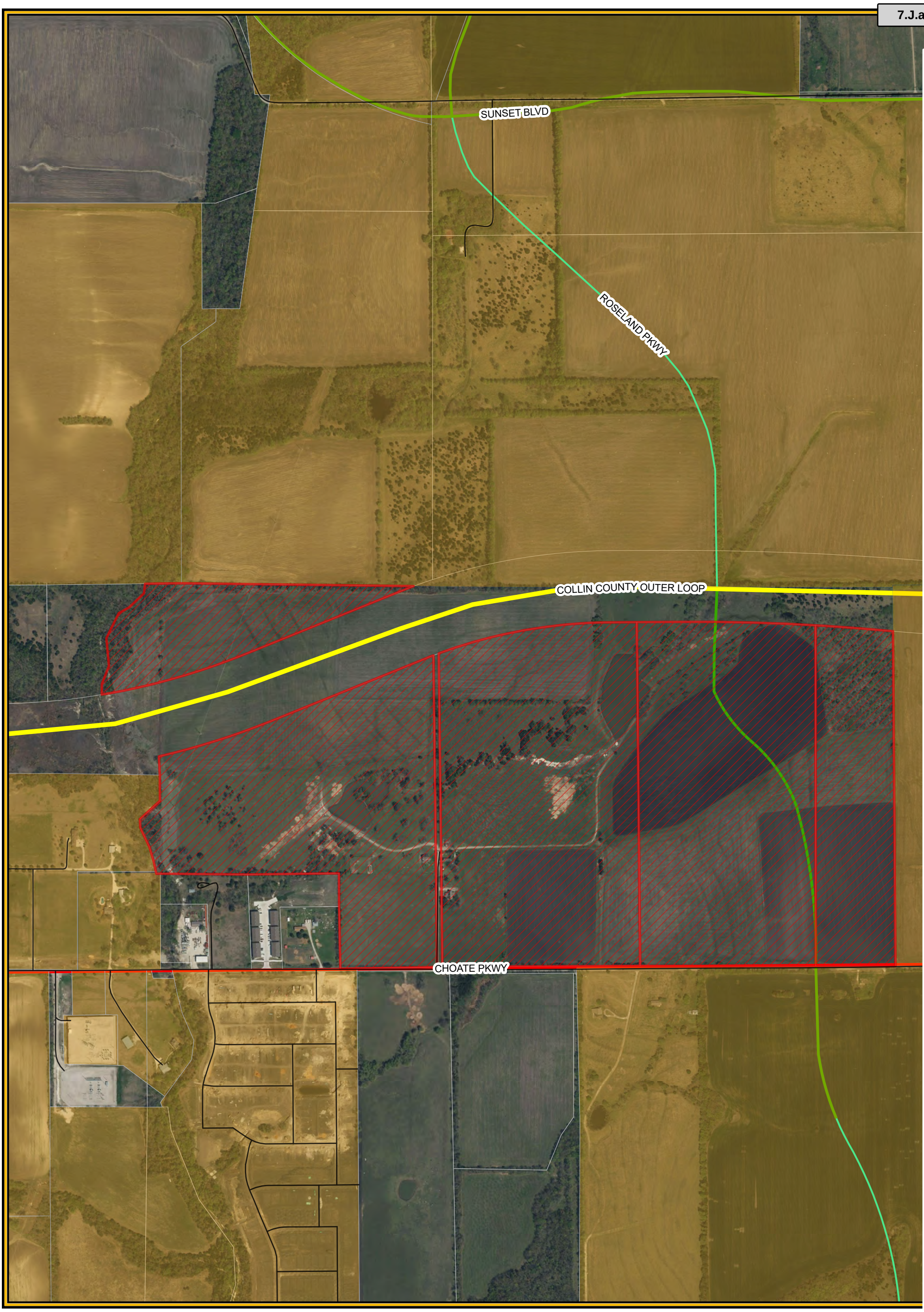
Action Requested:
Consider and act upon a request to amend a development agreement with CCD- Coit Land, LLC; generally located south of the future Collin County Outer Loop and approximately 2,100 feet west of FM 2478 (future Custer Road), within the Extraterritorial Jurisdiction (ETJ). (10 Mile Creek/Belknap – DA 1st Amendment) (Lopez)

Applicant:
KFM Engineering & Design
3501 Olympus Blvd. Suite 100
Dallas, TX 72019

Background:
The 10-mile Creek/Belknap Development Agreement is being revised in order to modify the scope of the Choate roadway improvements. Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Amendment

Staff Recommendation:
Staff recommends approval as presented.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Belknap Tract Location Map

City of Celina

7/27/2021

N W E S

0 500 1,000 Feet

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (BELKNAP TRACT)

This **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT** ("**Amendment**") is made and executed to be effective as of _____, 2022 ("**Effective Date**") and is by and between **CITY OF CELINA, TEXAS**, a home rule municipality ("**City**"), and **CCD--Coit Land, LLC**, a Texas limited liability company ("**Developer**"). City and Developer are sometimes collectively referred to herein as the "**Parties**" and each of the Parties is sometimes singularly referred to herein as a "**Party**."

P R E M I S E S:

WHEREAS, the Parties executed that certain Development Agreement dated September 14, 2021 (the "**Development Agreement**") for the development of approximately 255.18 acres of land located in the City's extraterritorial jurisdiction, generally located south of the Outer Loop at the northeast corner of Choate Parkway and future Roseland Parkway in Collin County, Texas, and more thoroughly described in the Development Agreement; and

WHEREAS, the Parties agreed to certain roadway improvements in the Development Agreement, and the Parties have since entered into a separate agreement to set forth the manner of construction of a portion of Choate Parkway (the "**Choate Roadway Agreement**"), attached hereto as **Exhibit A** and incorporated herein; and

WHEREAS, Parties desire to amend the Development Agreement as provided below to modify the scope of the Choate roadway improvements, as contemplated in the Development Agreement, by incorporating the Choate Roadway Agreement; and

WHEREAS, the Parties desire to amend the Development Agreement to modify the lien to value ratio for PID Bonds provided in the Development Agreement and subject to change solely in the discretion of the City.

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Development Agreement is amended as follows:

1. Capitalized Terms. All capitalized terms used in this Amendment, but not otherwise defined herein, shall have the same meanings assigned to the terms in the Development Agreement.

2. PID Bonds Lien to Value Ratio. The total overall minimum lien to value ratio for the issuance by the City of PID Bonds secured by PID assessments and/or other security, referenced throughout Article VII of the Development Agreement is hereby changed from 3 to 1, to 2 to 1.

Attachment: Draft Amendment (10 Mile Creek/Belknap – DA 1st Amendment)

3. Scope Modification of Choate Parkway Roadway Improvements. In accordance with Sec. 2.1(b)(1) of the Development Agreement, the Parties may agree to a modification of scope of the Developer's obligation to construct portions of Choate Parkway. The Parties have executed that certain Choate Roadway Agreement for the modification of such scope. The obligations in the Choate Roadway Agreement are hereby incorporated into the Development Agreement. The Developer agrees that the timeline for the Choate Parkway improvements shall be amended such that the obligations in the Choate Roadway Agreement shall be completed prior to the acceptance by the City for maintenance of Phase I Single Family Residential Infrastructure. The Parties agree that the Developer's obligations set forth in Sec. 2.1(b)(1) of the Development Agreement have been superseded by the mutually agreed scope modification set forth in the Choate Roadway Agreement and this Section 3.

4. Ratification of Development Agreement. Except as provided herein, all terms and provisions of the Development Agreement and the rights of Developer and City thereunder shall remain unchanged and in full force and effect. The Development Agreement, as modified and amended hereby, is hereby ratified, and confirmed in all respects. In the event of a conflict between the terms of the Development Agreement and the terms hereof, the terms of this Amendment shall control. From and after the date hereof, all references to the Development Agreement shall be deemed references thereto as amended hereby.

5. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument. For purposes of this Amendment, any signature transmitted by facsimile or e-mail (in .pdf or comparable format) shall be considered to have the same legal and binding effect as any original signature.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date set forth above.

City:

CITY OF CELINA, TEXAS
a Texas Home Rule Municipality

By: _____
Sean Terry, Mayor

Date of Execution: _____

Developer:

CCD-COIT LAND, LLC
a Texas Limited Liability Company

Attachment: Draft Amendment (10 Mile Creek/Belknap – DA 1st Amendment)

By: _____
Brian Cramer, Co-Manager

Date of Execution: _____

Attachment: Draft Amendment (10 Mile Creek/Belknap – DA 1st Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Blanks Property - Annexation Service Agreement

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 9 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of future Legacy Drive and future O'Brien Drive. (Blanks Property - Annexation Service Agreement) (Mohan)

Applicant:
Aimee Bissett
109 N. Elm Street
Denton, TX 76201

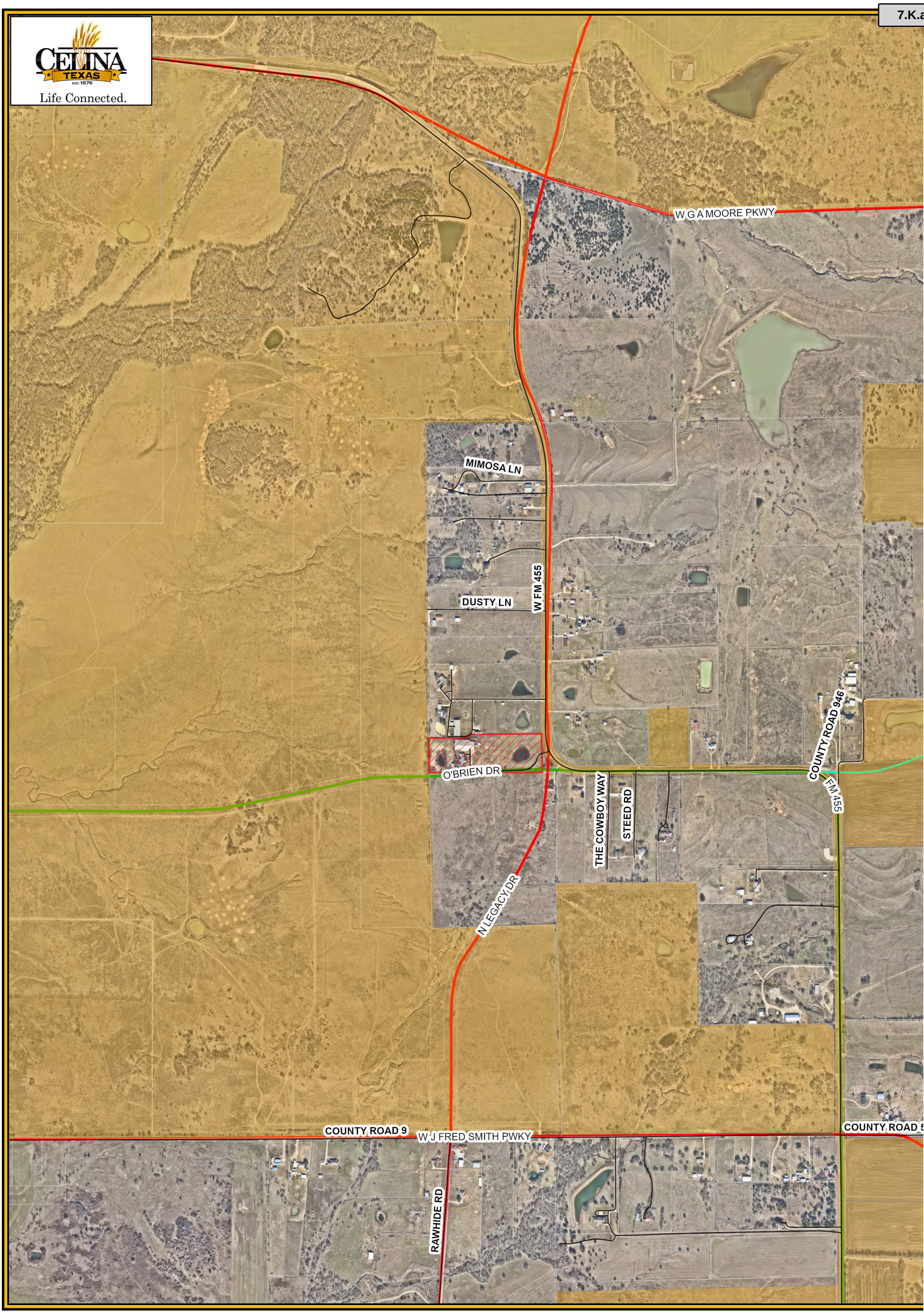
Background Information:
This item is for the annexation service agreement for a 9 acre tract at the intersection of future Legacy Drive and future O'Brien Drive (northwest corner). Please refer to the attached documents as well as the accompanying annexation and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

NWC Legacy and O'Brien Location Map

City of Celina

4/27/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Blanks Property - Annexation Service Agreement)

Service Agreement for C-3 Annexed Property

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

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

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

A) SERVICE PLAN GENERALLY

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

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Attachment: Annexation Service Agreement (Blanks Property - 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 (Blanks Property - 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 (Blanks Property - Annexation Service Agreement)

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

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

M) TERM

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

N) AMENDMENTS

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

Entered into this ____ day of _____, 2022.

CITY OF CELINA

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

OWNER:

By: _____
Name: Todd Blanks
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (Blanks Property - Annexation Service Agreement)

Exhibit A
Legal Description

Being a tract of land situated in the John Ragsdale survey, Abstract No. 735 in Collin County, Texas and being part of an 81.680 acre tract of land as described in a deed from J.C. Tischler, et al to Harvey cash and Tom Leachman, Jr., and recorded in Volume 783, Page 116, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at an iron rod for corner on the West line of F. H. Road 455, said point being South 0 degrees 53 minutes 34 seconds East 159.38 feet from the Northeast corner of a 12.119 acre tract of land as described in deed recorded in Volume 1288, Page 370, of the Deed Records of Collin County, Texas,

THENCE South 0 degrees 53 minutes 34 seconds East, 26.41 feet along the said West line of F.M. Road 455 to an iron rod for corner,

THENCE South 1 degrees 19 minutes 25 East, 319.71 feet continuing along the said West line of F.M. Road 455 to an iron rod for corner;

THENCE South 89 degrees 15 minutes 19 seconds West, 1045.71 feet leaving the said West line of F.M. Road 455 to an iron rod for corner

THENCE North 1 degrees 29 minutes 15 West, 315.61 feet to an iron rod for corner

THENCE North 89 degrees 07 minutes 37 seconds East 356.10 feet to an iron rod for corner;

THENCE North 44 degrees 07 minutes 37 seconds East 42.43 feet to an iron rod for corner,

THENCE North 89 degrees 07 minutes 37 seconds East, 660.46 feet to the Point of Beginning and containing 8.073 acres (351,642 square feet) of land.

Attachment: Annexation Service Agreement (Blanks Property - Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Cornelius Tract - Annexation Service Agreement

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 30 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of Future Celina Parkway and FM 455. (Cornelius Tract – Annexation Service Agreement) (Mohan)

Applicant:
The Law Offices of Robert D. Daake, PLLC
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the annexation service agreement for a 30 acre tract along future Celina Parkway. Please refer to the attached documents as well as the accompanying annexation and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

COUNTY ROAD 9
COUNTY ROAD 57
CR 994
COUNTY ROAD 994
ORIOLE L
OSPREY LN
PINTAIL PL
KIT ST
FIRECREST LN
COX LN
W J FRED SMITH PWKY
N CELINA PKWY
W FM 455
N FLORIDA DR
HILLSIDE DR
LAKEVIEW WAY
MULBERRY CT
W PECAN ST
PECA ST
MARYLAND ST
N FLORIDA DR
W WALNUT ST
FM 455
WALNUT ST
DICKERSON CT
W MAIN ST
DOLORIS LN
TOLLESON CT
TOLLESON DR
W ELM S
S ALABAMA DR
W OAK ST
W ASH ST
ASH ST
DERBY CT
W SYCAMORE ST
S ARIZONA DR
JOSHUA TREE LN
W BOIS D ARC ST
YELLOWSTONE DR
ZION PKWY
BRYCE CANYON DR
STEFHANIE DR
W CEDAR ST
HOT SPRINGS WAY
ARCADIA WAY
MELLANIE LN
S UTAH DR
OLYMPIC DR
W SUNSET BLVD
WINN R
S CELINA PKWY
FM 428
COUNTY ROAD 8
MOBBERLY CONNECTOR
W SUNSET BLVD
DALLAS NORTH TOLLWAY

Attachment: Location Map (Cornelius Tract – Annexation Service Agreement)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Cornelius Location Map

City of Celina

4/27/2022

N W E S

0 500 1,000 Feet

Service Agreement for C-3 Annexed Property

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

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

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

A) SERVICE PLAN GENERALLY

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

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

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

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

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

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

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

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

M) TERM

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

N) AMENDMENTS

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

Entered into this ____ day of _____, 2022.

CITY OF CELINA

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

OWNER:

OLD CELINA LTD.

By: _____
Name: Rex Glendenning
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (Cornelius Tract – Annexation Service Agreement)

Exhibit A
Legal Description

Being all that certain 29.737 acre tract of land situated in the Henry Bentley Survey, Abstract No. 124, Collin County,
Texas, and being all that certain tract of land conveyed to Don Keith Cornelius, Trustee of the Don Keith Cornelius Family Revocable Living Trust, by deeds recorded under Instrument Number 20100219000161320 and 20100219000161330, Official Public Records of Collin County, Texas, and being more particularly described as follows:
BEGINNING at a 1/2 inch iron rod found for the southwest corner of said Cornelius tract, same being the southeast corner of that certain tract of land conveyed to Celina 428, L.P., by deed recorded under Instrument Number 20070222000245920, said Official Public Records, same being in the north right-of-way line of F.M. Highway No. 455 (variable width right-of-way);
THENCE North 01 deg. 26 min. 00 sec. West, along the common line of said Cornelius tract and said Celina 428 tract, a distance of 1339.41 feet to a 1/2 inch iron rod found for the northwest corner of said Cornelius tract, same being the northeast corner of said Celina 428, same being in the south line of that certain tract of land conveyed to Mark S. Johnson, by deed recorded in Volume 5038, Page 7629, Deed Records, Collin County, Texas;
THENCE North 86 deg. 19 min. 17 sec. East, along the common line of said Cornelius tract and said Johnson tract, a
distance of 58.07 feet to a 3/8 inch iron rod found for angle point, same being the southeast corner of said Johnson tract, same being the southwest corner of that certain tract of land conveyed to Hazel Marie Hackney, by deed recorded
under Instrument Number 20120213000161010, aforesaid Official Public Records;
THENCE North 88 deg. 00 min. 09 sec. East, along the common line of said Cornelius tract and said Hackney tract, a distance of 910.09 feet to a 3/8 inch iron rod found for the northeast corner of said Cornelius tract, same being in the
center of an abandoned road per deed recorded under Instrument Number 20100219000161320, same being the southeast corner of said Hackney tract, same being in the west line of that certain tract of land conveyed to Billy Stelzer and Julia Stelzer, C-Trustees of the Stelzer Revocable Trust, by deed recorded under Instrument Number 20141006001089690, said Official Public Records;
THENCE South 01 deg. 32 min. 31 sec. East, along the common line of said Cornelius tract and said Stelzer tract, a distance of 319.32 feet to an 8 inch wood fence corner post found for angle point, same being the southwest corner of
said Stelzer tract, same being the northwest corner of that certain tract of land conveyed to Jarrell Dwain Gray, by deed recorded under Instrument Number 20090105000007700, said Official Public Records;
THENCE South 02 deg. 02 min. 12 sec. East, along the common line of said Cornelius tract and said Gray tract, a distance of 978.94 feet to a 1/2 inch iron rod found for the southeast corner of said Cornelius tract, same being the southwest corner of said Gray tract, same being in the north right-of-way line of aforesaid F.M. Highway No. 455;
THENCE along the common line of said Cornelius tract and the north right-of-way line of said F.M. Highway No. 455 as follows:
South 82 deg. 46 min. 48 sec. West, a distance of 155.63 feet to a 1/2 inch iron rod set with "Peiser & Mankin SURV"
red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for angle point;
South 00 deg. 56 min. 59 sec. West, a distance of 10.73 feet to a 3/8 inch iron rod found for corner;
South 84 deg. 11 min. 00 sec. West, a distance of 140.90 feet to a 1/2 inch iron rod set for angle point;
South 86 deg. 39 min. 39 sec. West, a distance of 321.12 feet to a wooden highway monument found for angle point;
South 87 deg. 50 min. 33 sec. West, a distance of 362.29 feet to the POINT OF BEGINNING and containing 29.737 acres of computed land, more or less.

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ryan Quigley, Purchasing Agent
CC:	Andy Figueroa, Director of Public Works
Date:	June 14, 2022
Re:	Street Sweeping 2022-0144

Action Requested:
Consider and act to award bid 2022-0144 for Street Sweeping at the unit prices listed to Sweeping Corporation of America in an amount not to exceed $24,527.35. (Berry)

Background Information:
On 5/03/2022 the City received responses to bid 2022-0144 for street sweeping. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which six hundred and fifty seven (657) vendors were notified. Three (3) responses were received and of those three one (1) was deemed non-responsive.

The submissions were reviewed by Public Works and Procurement staff. During the initial review it was determined that C & D Commercial had not accounted for certain DOT regulations thereby making their bid non-responsive.

The initial contract period is for one (1) year with four (4) optional one (1) year renewals.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Tab Sheet
Scoring worksheet
Agreement

Staff Recommendation:

Award Bid # 2022-0144

Supplier Scoring Summary

2022-0144 Addendum 2 - Street Sweeping - Scoring Round

Supplier	Rank	Score	Bid Evaluation	Cost	Detailed Work Plan	Resources	Experience
		100		50	20	20	10
Sweeping Corporation of Americ	1	100.00		50.00	20	20	10
Mister Sweeper LP	2	81.77		31.77	20	20	10
		90.89		**40.89**	**20.00**	**20.00**	**10.00**

Attachment: 2022-0144 Scoring Worksheet_Agenda Ready (Street Sweeping 2022-0144)

Event Number	2022-0144 Addendum 2		Organization	City of Celina eBid	
Event Title	Street Sweeping		Workgroup	Purchasing	
Event Type	RFP		Email	rquigley@celina-tx.gov	
Issue Date	4/18/2022 08:00:01 AM (CT)		Phone		
Close Date	5/3/2022 10:00:00 AM (CT)		Fax		

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
C & D Commercial Services	Rowlett	TX	4/25/2022 03:18:46 PM (CT)	9	$ 15,771.00
Sweeping Corporation of America, LLC	Dallas	TX	5/3/2022 09:12:26 AM (CT)	8	$ 24,527.35
Mister Sweeper LP	Dallas	TX	5/3/2022 08:43:40 AM (CT)	9	$ 38,604.85

Attachment: Bid Tabulation by Supplier Spreadsheet (Street Sweeping 2022-0144)

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **Sweeping Corporation of America** (hereinafter referred to as the "Provider") for **Street Sweeping**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Street Sweeping, RFP # 2022-0144** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A- Request for Proposal.** Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing. The City will not be awarding Lines 2.5 and 2.6.

3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately.

4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from June 15, 2022 to June 15, 2023. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the City 120 days prior to end of the current term in the event of non-renewal.

5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B- Suppliers Response**, attached hereto and incorporated herein by reference.

6. **PAYMENTS.** Payments will be processed within thirty (30) days after the City's receipt of the invoice for the Services rendered or as set forth in **Exhibit A.**

7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or emailed to accountspayable@celina.gov.

8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.

9. **INFORMATION PROVIDED BY THE CITY**. Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.

10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in **Exhibit A.** Failure to maintain the required insurance may result in immediate termination of this Agreement.

11. **INDEMNIFICATION. THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND**

Attachment: 2022-0144 Agreement for Street Sweeping (Street Sweeping 2022-0144)

EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

    The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

    The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

    The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure

Attachment: 2022-0144 Agreement for Street Sweeping (Street Sweeping 2022-0144)

such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

Furthermore, the City retains the right to terminate this Agreement at the expiration of each City budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.

17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.

18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent.

19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.

20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.

22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

Attachment: 2022-0144 Agreement for Street Sweeping (Street Sweeping 2022-0144)

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.

24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

City of Celina	**Provider**
Attn: Contracts	_____
142 N. Ohio	_____
Celina, TX 75009	_____
contracts@celina-tx.gov	_____

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.

27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.

28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals, this _____ day of_____, 2022.

CITY OF CELINA	**PROVIDER**
_____	_____
Jason Laumer, City Manager	_____
	Type/Print Name and Title
_____	_____
Date	Date

Attachment: 2022-0144 Agreement for Street Sweeping (Street Sweeping 2022-0144)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Andy Figueroa, Director of Public Works
Date: June 14, 2022
Re: Six Month Conctract for Apshalt 2022-0157

Action Requested:
Consider and act to award bid 2022-0157 for a Six Month Contract for Asphalt at the unit prices listed to RK Hall, Austin Asphalt, and Blades Group in an amount not to exceed $85,965.00. (Quigley)

Background Information:
On 5/17/2022 the City received responses to bid 2022-0157 for six month contract for asphalt. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred and five (105) vendors were notified. Four responses were received.

The submissions were reviewed by Public Works and Procurement staff. After careful review it was deemed in the best interest of the City to award the contract to primary and secondary vendors. Staff recommends awarding as follows:

Line 1 -4: Primary: RK Hall Secondary: Austin Asphalt
Line 5 : Primary: Blades Group
Line 6 : No Award

The initial contract period is for (6) six months with the ability to renew for up to (4) four additional (6) Six month periods.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Supporting Documents:
Tab Sheet

Staff Recommendation:
Award Bid # 2022-0157

				Blades Group, LLC		RK-Hall, LLC		Austin Asphalt, Inc.		Reynolds Asphalt & Construc	
				Total Price	$15,015.00	Total Price	$84,750.00	Total Price	$89,475.00	Total Price	$91,980.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Contractor provided HMAC type D (preferred) per ton	800	TON	No Bid	$ -	$ 78.00	$ 62,400.00	$ 81.00	$ 64,800.00	$ 93.10	$ 74,480.00
2	Contractor provided HMAC type B per ton	100	TON	No Bid	$ -	$ 78.00	$ 7,800.00	$ 75.00	$ 7,500.00	$ 86.10	$ 8,610.00
3	Contractor provided HMAC type C per ton	100	TON	No Bid	$ -	$ 78.00	$ 7,800.00	$ 78.00	$ 7,800.00	$ 88.90	$ 8,890.00
4	Cold Mix	75	TON	$ 184.00	$ 13,800.00	$ 90.00	$ 6,750.00	$ 125.00	$ 9,375.00	No Bid	$ -
Subtotal Lines 1 - 4					$ 13,800.00		$ 84,750.00		$ 89,475.00		$ 91,980.00
5	PCT PHPM-50 Pothole overlay membrane Tack	3	Tote	$ 405.00	$ 1,215.00	No Bid	$ -	No Bid	$ -	No Bid	$ -
Subtotal Line 5					$ 1,215.00		$ -		$ -		$ -
6	Banana Slide	6	5 gal.	No Bid		No Bid		No Bid		No Bid	

Attachment: Bid Tabulation by Supplier Spreadsheet - Council (Six Month Contract for Asphalt 2022-

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Agreement with Double Tap Entertainment, LLC

Action Requested:
Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Double Tap Entertainment, LLC (Festival) granting Festival a non-exclusive, temporary license and right to access Old Celina Park as the venue for Troubadour Festival 2022. (Satarino)

Background Information:
On November 6, 2021, Double Tap Entertainment, LLC (Festival) hosted the Troubadour Festival at Old Celina Park. The event was well attended and brought many visitors to experience the small town charm of the City. Therefore, Staff is recommending granting Festival a non-exlusive, temporary license and right to access Old Celina Park as the venue for the Troubadour Festival 2022. Per the Agreement, the event will occur on October 15, 2022 from 12:00 PM to 11:30 PM. The City agrees to provide Old Celina Park and its on-site facilities at no charge to the Festival and to provide access to fire, police, emergency services, parks, and event staff at an agreed-upon cost. This will be the second year of an agreed upon five (5) year contract to host the Troubadour Festival in Celina.

Summary of the significant changes compared to the 2021 Agreement are listed below:

- At least one shuttle pick up and drop location shall be in Celina.

- Festival shall reserve 30 general admission (to include BBQ) and 16 VIP tickets to the City for purchase by staff or board members.

- Festival agrees to pay a $5,000 cleaning deposit.

- Hourly rates for the use of City staff are not specified in this Agreement.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Double Tap-Troubadour Festival Agreement

Staff Recommendation:
Staff recommends for approval

PARTIES:	Double Tap Entertainment, LLC 8951 Collin McKinney Pkwy Suite 1202 McKinney, TX 75070	City of Celina, Texas Old Celina Park 12670 FM 428 Celina, TX 75009
EVENT:	Troubadour Festival	
DATE:	October 15, 2022	

1. AGREEMENT

This document will serve as the agreement between **Double Tap Entertainment, LLC (FESTIVAL)** and the **City of Celina, Texas (CITY). FESTIVAL** and **CITY** may also be referred to as "parties" or a "party" in this agreement.

2. PARTNERSHIP

In consideration of Ten and no/100 ($10.00) dollars, cash in hand paid by FESTIVAL to CITY and for other good and valuable consideration, CITY hereby grants FESTIVAL a non-exclusive temporary license and right to access Old Celina Park ("PREMISES") as the venue for Troubadour Festival 2022. FESTIVAL will receive access to the park from 8:00 AM Monday, October 10, 2022, until 5:00 PM Monday, October 17, 2022 for event setup, load-in, tear-down and load-out. FESTIVAL will take place from 12:00 PM - 12:00 AM on Saturday, October 15, 2022. A hard curfew of 12:00 AM will be enforced on October 15, 2022. Such license and right of access may be revoked at any time by the CITY for violation of any applicable law or the breach of this agreement, without any liability or claim of damages against the CITY; provided, however, that CITY will first provide FESTIVAL a reasonable opportunity to cure any such violation or breach before revoking FESTIVAL's license and right of access.

CITY agrees to provide Old Celina Park and its on-site facilities at no charge to FESTIVAL.

PREMISES are provided "as is" and "with all faults", and CITY makes no representation or warranty of any kind, express or implied, with respect to PREMISES, including habitability, fitness or suitability for a particular purpose. CITY HEREBY DISCLAIMS AND FESTIVAL HEREBY WAIVES THE BENEFIT OF ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. FESTIVAL USER ACKNOWLEDGES THAT NEITHER THE CITY NOR ANY AGENT OF CITY HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE PREMISES OR THE SUITABILITY OF THE PREMISES FOR THE PURPOSE HEREIN INTENDED. BY OCCUPYING THE PREMISES, FESTIVAL IS DEEMED TO HAVE ACCEPTED THE PREMISES AS SUITABLE FOR THEIR PURPOSES.

3. EVENT LOGISTICS

(a) FESTIVAL agrees to hire third-party contractors or provide outright the following services: stage and sound production, tenting, decor, tables, chairs, electricity, water, waste management, security, transportation, bathrooms, and fencing/barricades. FESTIVAL has hired HighBridge Events, LLC, to help facilitate all necessary event logistics for the event. FESTIVAL retains all control over the placement, look, and facilitation of said services.

Attachment: 2022 0325 Double Tap-Troubadour Festival Agreement 5.21.22 Final Approved (002).docx (Agreement with Double Tap

(b) CITY agrees to provide access to fire, police, and emergency services at an agreed-upon cost paid by the FESTIVAL. CITY also agrees to facilitate access to sanitation services in the form of roll-off dumpsters (minimum two) and individual trash cans (minimum 100) at an agreed-upon cost paid by the FESTIVAL. CITY also agrees to assist FESTIVAL in securing guest shuttle services and locations at a cost paid by the FESTIVAL. At least one shuttle pick up and drop location shall be in Celina.

(c) FESTIVAL will process and keep 100 percent of all fees from ticket sales, merchandise sales, and sold sponsorships. FESTIVAL retains all rights to sponsorships, including alcohol related sponsorships, but shall not have sponsors which engage in activities or published advertisements that are inconsistent with reasonable community standards of decency.

(d) FESTIVAL has hired Kelcher Entertainment Group to facilitate sale of alcohol during the event. Kelcher Entertainment Group holds the necessary permit and liquor liability insurance as required by the Texas Alcoholic Beverage Commission. Alcohol will begin being served when FESTIVAL gates open at 12:00 PM with last call being implemented at 11:30 PM.

(e) FESTIVAL shall reserve up to 30 General Admission (to include BBQ) and 16 VIP tickets to the CITY for purchase by staff or board members.

(f) FESTIVAL agrees to pay a $5,000.00 cleaning deposit. The cleaning deposit will be fully refunded by Friday, October 21, 2022, as long as the PREMISES are returned to its original condition no later than 5:00 p.m. Monday, October 17, 2022. In the event CITY believes in good faith that the PREMISES were not returned to their original condition, the CITY shall provide FESTIVAL a reasonably detailed description of the work it believes FESTIVAL must complete in order to receive the cleaning deposit, and FESTIVAL shall have a period of ten (10) business days to complete such work.

(g) CITY agrees to provide access to fire, police, emergency services, parks, and event staff at an agreed upon number and cost by both CITY and FESTIVAL to be paid by FESTIVAL.

(h) FESTIVAL shall allow Celina Economic Development Corporation to host a pre-party at a date, time, and location agreed upon by the parties.

(i) FESTIVAL agrees to use Celina as the Host City for this event (the "Troubadour Festival") in North Texas for a period of least four (4) years (2022, 2023, 2024, 2025). The FESTIVAL or any successor or related individuals or entities, may not host the Troubadour Festival in another city within 60 miles of Celina (the "Restricted Area") for the four (4) year duration ending on December 31, 2025 (the "Restricted Period"). This subsection is a material term of the agreement and FESTIVAL's violation may be enforced by the City through suit for specific performance, injunctive relief or any other available legal remedy. Notwithstanding the foregoing either party may terminate this Agreement for any or no reason after the initial 2022 term with at least ninety (90) days' written notice to the other

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party. If terminated prior to the 2025 term by the FESTIVAL for a material breach of this Agreement, this prohibition shall be void and unenforceable. If terminated for any other reason by the FESTIVAL, then FESTIVAL shall not host the Troubadour Festival within the Restricted Area during the Restricted Period. If terminated prior to the 2025 term by the City for a material breach of this Agreement then FESTIVAL shall not host the Troubadour Festival within the Restricted Area during the Restricted Period. If terminated for any other reason by the City, this prohibition shall be void and unenforceable. For the avoidance of doubt, nothing in this subsection or otherwise in this Agreement shall prevent FESTIVAL from hosting a festival other than the Troubadour Festival or other named barbeque and country music festival within 60 miles of Celina.

(j) FESTIVAL agrees that it will not use fire or flame without the prior approval of the Celina Fire Department, which shall not be unreasonably withheld. Parties understand that approval has been granted for such use in the course of BBQ.

(k) FESTIVAL agrees that it will make its best efforts to source all ticket purchases and food, beverages or merchandise sales to the City's point of sale system for sales tax purposes.

4. DAMAGES AND RESTORATION OF PROPERTY

FESTIVAL shall take all necessary precautions to protect the PREMISES from any damages resulting from FESTIVAL's use and access of the PREMISES. FESTIVAL shall promptly notify CITY of any and all damages resulting from, arising out of, or caused to, the PREMISES by FESTIVAL, its officers, agents, employees and invitees. FESTIVAL shall be solely responsible for the costs and the repair and/or replacement of all such damages caused by FESTIVAL, its officers, agents, employees, and invitees, and such repairs and/or replacements shall be commenced immediately and completed within a reasonable time period, with an intention to complete all such work within thirty (30) calendar days, and shall be completed in a manner acceptable to CITY in its sole and reasonable discretion.

5. EVENT CANCELLATION

FESTIVAL and CITY will not be in breach of or in default under this agreement on account of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, pandemic/epidemic (including the COVID-19 pandemic), or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- Notify the other party of the Force Majeure Event and its impact under this agreement; and
- Use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

6. ELECTRONIC SIGNATURES

This agreement, agreements ancillary to this agreement, and related documents entered into connection with this agreement are signed when a party's signature is delivered by facsimile, email, or any other

Attachment: 2022 0325 Double Tap-Troubadour Festival Agreement 5.21.22 Final Approved (002).docx (Agreement with Double Tap

electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

7. SEVERABILITY

If any one or more of the provisions contacted in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

8. REPRESENTATIONS AND WARRANTIES

FESTIVAL and CITY each represent and warrant that they have the full right and authority to enter into this agreement, to grant the rights hereunder without violating the legal or equitable rights of any third party, and that all activities conducted by FESTIVAL on behalf of CITY shall be in compliance with all applicable laws and regulations.

9. INDEMNIFICATION/INSURANCE

(a) FESTIVAL shall indemnify and hold harmless the CITY from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by an person or persons or property (collectively, "Damages"), arising out of, or occasioned by, directly or indirectly, the performance of FESTIVAL under this agreement, including claims and damages arising in part from the negligence of CITY, but only to the extent such Damages are not covered by insurance proceeds, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the express intent of the parties to this agreement that the indemnity provided for in this section is an indemnity extended by FESTIVAL to indemnify and protect CITY from the consequences of CITY's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of CITY is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of CITY is the sole cause of the resultant injury, death, or damage, or unmixed with the legal fault of another person or entity.

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FESTIVAL further agrees to defend, at its own expense, and on behalf of CITY and in the name of CITY, any claim or litigation brought in connection with any such injury, death, or damage.

The FESTIVAL will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the CITY for its own benefit, including self-insurance.

(b) FESTIVAL to present the CITY with proof of insurance for all major vendors.

(c) FESTIVAL agrees to include CITY as additional insured party on event's insurance liability policy.

(d) CITY specifically denies any right to FESTIVAL or possession or occupying which would be in violation of any law or ordinances, particularly with respect to the dispensing of alcohol and alcoholic beverages.

(e) If alcohol is permitted FESTIVAL will be required to participate in the Tenant Users Liability Insurance Program (TULIP), or provide equivalent insurance coverage.

10. NOTICES

(a) Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return- receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) A notice is effective only if the party giving notice complies with subsection (a) and if the recipient receives the notice.

11. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitutea continuing waiver, unless the writing so specifies.

12. ENTIRE AGREEMENT

This agreement constitutes the final agreement of FESTIVAL and CITY. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The

Attachment: 2022 0325 Double Tap-Troubadour Festival Agreement 5.21.22 Final Approved (002).docx (Agreement with Double Tap

provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

13. EFFECTIVENESS

This agreement will become effective when FESTIVAL and CITY have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

14. NECESSARY ACTS; FURTHER ASSURANCES

FESTIVAL and CITY shall both use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

15. LAW AND VENUE

The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

16. NON-ASSIGNMENT

FESTIVAL may not assign this agreement without the consent of the CITY.

17. INDEPENDENT CONTRACTOR

The FESTIVAL is an independent contractor and will control the manner and means of the FESTIVAL. The FESTIVAL is not an employee of the CITY.

18. GOVERNMENTAL FUNCTIONS AND IMMUNITIES

FESTIVAL hereby acknowledges and agrees that CITY is entering into this agreement pursuant to its governmental functions in the interest of the health, safety, and welfare of the general public, and that nothing contained in this agreement shall be construed as constituting a waiver of CITY's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. The parties hereby acknowledge and agree that this is not an agreement for goods or services; however, to the extent this agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the CITY's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE.

Attachment: 2022 0325 Double Tap-Troubadour Festival Agreement 5.21.22 Final Approved (002).docx (Agreement with Double Tap

[SIGNATURE PAGE FOLLOWS)

Attachment: 2022 0325 Double Tap-Troubadour Festival Agreement 5.21.22 Final Approved (002).docx (Agreement with Double Tap

Each party is signing this agreement on the date stated opposite that party's signature.

AGREED FOR DOUBLE TAP ENTERTAINMENT, LLC

DATE: _____ **BY:** _____
NAME: CODY JOHNSON
TITLE: MANAGER

AGREED FOR THE CITY OF CELINA, TEXAS

DATE: _____ **BY:** _____
NAME: JASON LAUMER
TITLE: CITY MANAGER

PLEASE RETURN SIGNED CONTRACT TO CHASE@TROUBADOURFESTIVAL.COM

Attachment: 2022 0325 Double Tap-Troubadour Festival Agreement 5.21.22 Final Approved (002).docx (Agreement with Double Tap

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: Legal Services Amendment 3

Action Requested:
Consider and act to authorize Amendment 3 for legal services with Messer, Fort, McDonald PLLC to act as the interim City Attorney. (Berry)

Background Information:
In 2013 Council authorized an agreement for legal services with Messer, Fort, McDonald PLLC. Amendment 1 was authorized in 2017 and Amendment 2 in 2020. Due to the resignation of our current City Attorney, Amendment 3 is being presented to allow the firm to represent the City as the interim City Attorney with an effective date of June 15, 2022.

Alternatives:
Council may reject the amendment and direct staff.

Financial Considerations:
Funding is available in the current budget.

Supporting Documents:
Engagement Letter- Amendment 3

Staff Recommendation:
Authorize the Amendment 3

MESSER ★ FORT ★ McDONALD
THE MUNICIPAL LAW FIRM
NORTH TEXAS | AUSTIN | ABILENE

May 31, 2022

Via email at sterry@celina-tx.gov and jlaumer@celina-tx.gov
Sean Terry, Mayor
Jason Laumer, City Manager
Celina City Hall
142 N. Ohio Street
Celina, Texas 75009

Dear Mayor and Jason:

We are honored to submit this addendum to that certain "Law Firm/Client Engagement Agreement", which was effective March 4, 2013, and updated effective January 1, 2017 and May 26, 2020, for legal services (collectively the "Agreement") to amend the Agreement and expand the scope of work to include transactional legal services as Interim City Attorney for the City of Celina (the "Addendum").

1. **Client:** Our client will be The City of Celina (the "City"). Our representation in this matter is limited to the City and the term "Client" does not include, and we do not represent, any other entities or individuals.

2. **Scope of Work:** Client hereby engages Messer, Fort, McDonald, PLLC ("MFM") to perform the additional scope of work of serving as Interim City Attorney, which will only include municipal court prosecution services if requested in writing by the City. The Interim City Attorney services will be in addition to those services provided under the Agreement. In addition, the Firm agrees to perform any other services mutually agreed upon by Client and MFM; however, either party may request an amendment to the Agreement or this Addendum in a form mutually agreeable to the parties prior to the provision of additional services. Upon request, litigation services will be provided as set forth in the May 26, 2020 addendum to the Agreement.

3. **Conflicts:** MFM represents that it has reviewed its records and has no conflicts of interest involving Client. MFM will do all within reason necessary to prevent and avoid any situation that might constitute a conflict. In the event a conflict arises, MFM shall promptly advise Client of such, in writing, and shall notify Client of MFM's proposal to resolve the conflict. The Firm serves as the City Attorney for the nearby cities of Gunter and Aubrey, and we will notify you if any conflicts arise with such cities.

4. **Term:** This Addendum shall become effective on June 15, 2022. Once effective, the additional scope of work to serve as Interim City Attorney under this Addendum shall remain in effect until terminated by either party by providing thirty (30) days' notice to the other party. The updated non-litigation rates set forth below shall remain in effect until termination of the underlying Agreement, which underlying Agreement may be terminated as set forth therein.

5. **Billing:** MFM will bill Celina monthly for services rendered and expenses incurred, in the manner agreed to herein, until such time as this Agreement has expired by its own terms or has been terminated. MFM shall separate invoices as requested by Celina. Attorney's fees are based upon a consideration of time and labor involved, the skill requisite to perform the services properly, the preclusion of other employment by MFM due to acceptance of the matters identified herein, time limitations imposed by

Attachment: Messer, Fort, McDonald Amendment 3 (Legal Services - Messer Fort McDonald Amendment 3)

Celina, travel time or other circumstances, results achieved, experience, reputation and ability, extraordinary time requirements, and MFM's hourly rates. Hourly rates for transactional Interim City Attorney services and for non-litigation services in which Celina is not anticipating to be reimbursed for any fees by a developer or other third party, will be billed at the following rates:

$225.00 per hour for transactional attorney services
$195.00 per hour for prosecution services
$150.00 per hour for law clerks
$ 95.00 per hour for paralegals

Time for legal work and travel is billed in tenth of an hour increments, as follows:

.1 = 6 minutes	.6 = 36 minutes
.2 = 12 minutes	.7 = 42 minutes
.3 = 18 minutes	.8 = 48 minutes
.4 = 24 minutes	.9 = 54 minutes
.5 = 30 minutes	1.0 = 60 minutes

Opinion letters for bonds or certificates of obligation are a flat fee paid from the bond proceeds. Other rates shall remain as set forth in the Agreement. Celina understands that the costs of services can be estimated in advance on a per case basis, but no particular amount is guaranteed as the amount of time necessary to spend on a legal matter can be influenced by the actions of third parties. Celina further understands that MFM hourly rates may be modestly increased on an annual basis, but that any annual increase shall be no more than ten percent of the current rate and will not be applied until after the first year of the Firm's service to the City

Again, we appreciate your expanding our scope of services for The City of Celina, and we very much look forward to continuing to serve the City. Please return a signed copy to us at your convenience.

Very truly yours,
MESSER, FORT, MCDONALD, PLLC

Julie Fort

JULIE Y. FORT

ACCEPTED AND AGREED FOLLOWING COUNCIL APPROVAL:

City of Celina

By:_____
Jason Laumer, City Manager

Date:_____, 2022

Attachment: Messer, Fort, McDonald Amendment 3 (Legal Services - Messer Fort McDonald Amendment 3)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Kim Brawner, Assistant City Manager
Date: June 14, 2022
Re: Fiber Work Order 01

Action Requested:
Consider and act to authorize work order 01 for engineering services for the design of a dark fiber line design between Public Works and the Coit Water Tower with Capco Communications, Inc., in an amount not to exceed $215,566.19. (Berry)

Background Information:
Services include the design, engineering, contract administration, and construction management. The work order 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 Work Order 1

EXHIBIT B - WORK AUTHORIZATION

MAPS # _____ **MAPS Date:** _____ **Task Order:** 01

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner') and **Capco Communications** (Engineer); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Task Order Effective Date:	6/14/2022		
Engineer:	Capco Communications		
Engineer Project #:	IT-01		
Engineer Representative:	Kyle Capps		
Owner Representative:	Alden Gleason		
Project Name:	Dark Fiber Line to Public Works & Coit Water Tower		
Purchase Order#:		**Task Order #:**	1
Project Number(s):	IT-01		

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Invoice Submittal Date:	Submit invoice by the 10th of each month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **agleason@celnia-tx.gov** Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for Consulting Services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings/Plans __are ___ are not attached.**

Attachment: Capco Work Order 1 (Fiber Work Order 1, Capco, IT-01)

4. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Order.
5. **Other: Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Exhibit A**
2. **Compensation:**
   a. Design, Engineering, and Contract Administration - $ 160,566.19
   b. Construction Management - $ 55,000.00
   c. TOTAL COST $ 215,566.19
3. **Timeline / Schedule:** **Exhibit B**
4. **Deliverables:**
   a. 30%, 60%, 90%, and 100% Plan Submittal
   b. 60%, 90%, and 100% Project Manual Submittal
   c. Weekly Reports through Design process
   d. Daily Inspection reports through construction
   e. Updated project schedule with each pay application
   f. Summary zip file with all photographic documentation of project inspection documentation
   g. Monthly Invoice for all
   h. As-builts

***Exhibit A – Required information was submitted in a single document.**

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

Execution of this Work Authorization by Owner and Consultant makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

Attachment: Capco Work Order 1 (Fiber Work Order 1, Capco, IT-01)

CITY OF CELINA	ENGINEER
	Signature: Kyle Capps
Printed Name & Title	Printed Name & Title: Kyle Capps, President
Date	Date: May 23rd, 2022

Attachment: Capco Work Order 1 (Fiber Work Order 1, Capco, IT-01)

Capco

City of Celina

Proposal for

Professional Services and Construction Management

March 18, 2022

This Proposal includes Professional and Management Services for the 1st Phase Implementation of the City of Celina OSP Fiber Network. This Phase will allow connectivity between the City Annex, Public Works, and the new Planned City Police Station. The OSP fiber network is illustrated on the attached exhibits. The estimated distance of these paths is 13.69 miles and is part of the Long-Range Fiber Plan prepared by Capco Communications, Inc.

The Scope of services for this proposal may be itemized as follows:

1. Preconstruction Services
    a. Develop Route Background Plans
        i. Collect GIS files
        ii. Overlay Aerial Satellite images
        iii. Collect any required Record drawings
            1. City files
            2. TxDOT files
        iv. Perform a limited nondestructive S.U.E. as required
            1. Incorporate records above
            2. Request and document locate information
    b. Permitting
        i. Aerial
            1. Collect pole information required by Utility Companies
            2. Prepare applications and exhibits required for permitting
        ii. TxDOT
            1. Prepare required exhibits and application information for submission by City Staff.
        iii. Railroad
            1. Prepare required exhibits and application
                a. Plan & Profiles of crossing
                b. Application
                c. Insurance Requirements
        iv. City
            1. Coordinate with City R.O.W. Permitting and CIP Engineering Departments.
                a. Provide typical Temporary Traffic Control Plans
    c. Develop Construction Documents
        i. Engineered Plans

Attachment: Capco Work Order 1 - Exhibit A (Fiber Work Order 1, Capco, IT-01)

ii. Project Manual
    1. Conditions of Contract
    2. Technical Specifications
    3. Bid Form (Contractor Proposal)
iii. Project Preliminary Schedule
iv. Submittals Due At 30%, 60%, 90%, and 100% Stages

d. Bid Solicitation and Recommendations
    i. Recommended List of Contractors
    ii. Assist City in Posting Bid
    iii. Review and respond to RFI's
    iv. Review Proposals and make award recommendations.

2. Construction Phase Services.
    a. Preconstruction Conference
        i. Establish Communication Protocols and responsibility
        ii. Project Schedule
    b. NTP
    c. Project Documentation
        i. Daily / Weekly Reports
        ii. Collect Photographic documentation
        iii. Schedule
            1. Coordinate with Contractor
                a. Document workdays
        iv. Communications
            1. Coordination with City Departments as required
            2. Meetings with Owner
            3. Meetings with Contractor
            4. Other Meetings
    d. Monitoring Work (Construction Management)
        i. Routine Observation
        ii. Aerial
            1. Visual
                a. Verify Utility Company standard installation is followed
                b. Verify compliance with project specifications
        iii. Underground
            1. Locate underground paths for alignment and depth
                a. Verify using field locating equipment for proper alignment and depth
                b. Require contractor to pothole if variance
    e. Contractor Pay Requests
        i. Review Contractor supplied work reports
        ii. Review monthly applications for payment
            1. Certify requests
    f. Requests for Interpretation
        i. Review RFI's from Contractor

Attachment: Capco Work Order 1 - Exhibit A (Fiber Work Order 1, Capco, IT-01)

1. Respond

g. Process Change Requests / Change Orders

h. Project Close Out

i. Collect Final Payment Information and Process

1. Affidavits

ii. Warranties

iii. Record Drawings

Design, Engineering and Contract Administration..... $160,566.19

Construction Management..... $ 55,000.00

Total Compensation for these services will be.....$ 215,566.19

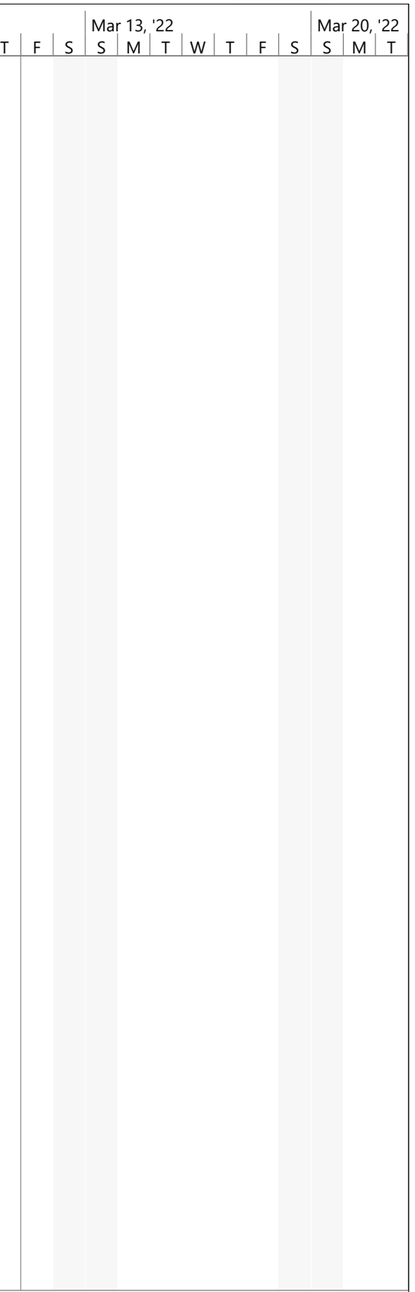
Respectfully submitted:

Kyle Capps

Capco Communications, Inc.

Attachment: Capco Work Order 1 - Exhibit A (Fiber Work Order 1, Capco, IT-01)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Pre-Construction**	**195 days**	**Mon 7/4/22**	**Fri 3/31/23**		
2		Contract Awarded	0 days	Mon 7/4/22	Mon 7/4/22		City of Celina
3		**Develop Route Background Plans**	**27 days**	**Tue 7/5/22**	**Wed 8/10/22**	**2**	
4		Request GIS Files	3 days	Tue 7/5/22	Thu 7/7/22	2FS+1 day	CAPCO/Tandem
5		Collect GIS Files	5 days	Fri 7/8/22	Thu 7/14/22	4	City of Celina
6		Overlay Aerial Satellite Images	5 days	Tue 7/5/22	Mon 7/11/22	2FS+1 day	CAPCO/Tandem Drafting
7		**Collect Record Drawings**	**16 days**	**Wed 7/6/22**	**Wed 7/27/22**		
8		Request City of Celina Record Drawings	3 days	Mon 7/18/22	Wed 7/20/22	5FS+1 day	CAPCO/Tandem
9		Receive City of Celina Record Drawings	5 days	Thu 7/21/22	Wed 7/27/22	8	City of Celina
10		Request TxDOT Record Drawings	5 days	Wed 7/6/22	Tue 7/12/22	2FS+2 days	CAPCO/Tandem
11		Receive TxDOT Record Drawings	10 days	Wed 7/13/22	Tue 7/26/22	10	TxDOT
12		Non-Destructive S.U.E. As Required	10 days	Thu 7/28/22	Wed 8/10/22	5,9,11	CAPCO/Tandem
13		**Permitting**	**101 days**	**Tue 7/5/22**	**Tue 11/22/22**	**2**	
14		**Aerial**	**50 days**	**Tue 7/12/22**	**Mon 9/19/22**	**2**	
15		Collect Pole Information	15 days	Tue 7/12/22	Mon 8/1/22	2FS+6 days	CAPCO/Tandem
16		Prepare Applications	5 days	Tue 8/2/22	Mon 8/8/22	15	CAPCO/Tandem
17		Receive Approval / Attachment Information	30 days	Tue 8/9/22	Mon 9/19/22	16	Pole Owner
18		**TxDOT**	**25 days**	**Tue 10/11/22**	**Mon 11/14/22**		
19		Prepare Applications and Required Files	5 days	Tue 10/11/22	Mon 10/17/22	44	CAPCO/Tandem,CAPCO/Tandem Drafting
20		Application(s) Submisson	5 days	Tue 10/18/22	Mon 10/24/22	19	City of Celina
21		Receive Approval	15 days	Tue 10/25/22	Mon 11/14/22	20	TxDOT
22		**Railroad**	**74 days**	**Thu 8/11/22**	**Tue 11/22/22**		
23		Create Plan and Profile of Crossing	10 days	Thu 8/11/22	Wed 8/24/22	8,5,6,12	CAPCO/Tandem Drafting
24		Prepare Application	5 days	Thu 8/25/22	Wed 8/31/22	23	CAPCO/Tandem
25		Collect Insurance Requirements	5 days	Thu 8/25/22	Wed 8/31/22	23	CAPCO/Tandem
26		Submit Application and Required Files	5 days	Thu 9/1/22	Wed 9/7/22	23,24,25	CAPCO/Tandem
27		Send Agreement for Review	23 days	Thu 9/8/22	Mon 10/10/22	26	Railroad
28		Review Draft Agreement	5 days	Tue 10/11/22	Mon 10/17/22	27	City of Celina
29		Receive Agreement for Approval	15 days	Tue 10/18/22	Mon 11/7/22	28	Railroad
30		Approve Agreement	5 days	Tue 11/8/22	Mon 11/14/22	29	City of Celina
31		Receive Executed Agreement	5 days	Tue 11/15/22	Mon 11/21/22	30	Railroad
32		Send Flaggers Scheduling Form	1 day	Tue 11/22/22	Tue 11/22/22	31	Railroad
33		**City**	**85 days**	**Tue 7/5/22**	**Mon 10/31/22**		
34		Send Information to City R.O.W. Permitting and C.I.P. Engineering Departments	5 days	Tue 10/11/22	Mon 10/17/22	44	CAPCO/Tandem
35		Approval From City R.O.W. Permitting and C.I.P. Engineering Departments	10 days	Tue 10/18/22	Mon 10/31/22	34	City of Celina
36		Provide Typical Temporary Traffic Control Plans	7 days	Tue 7/5/22	Wed 7/13/22	2FS+1 day	CAPCO/Tandem

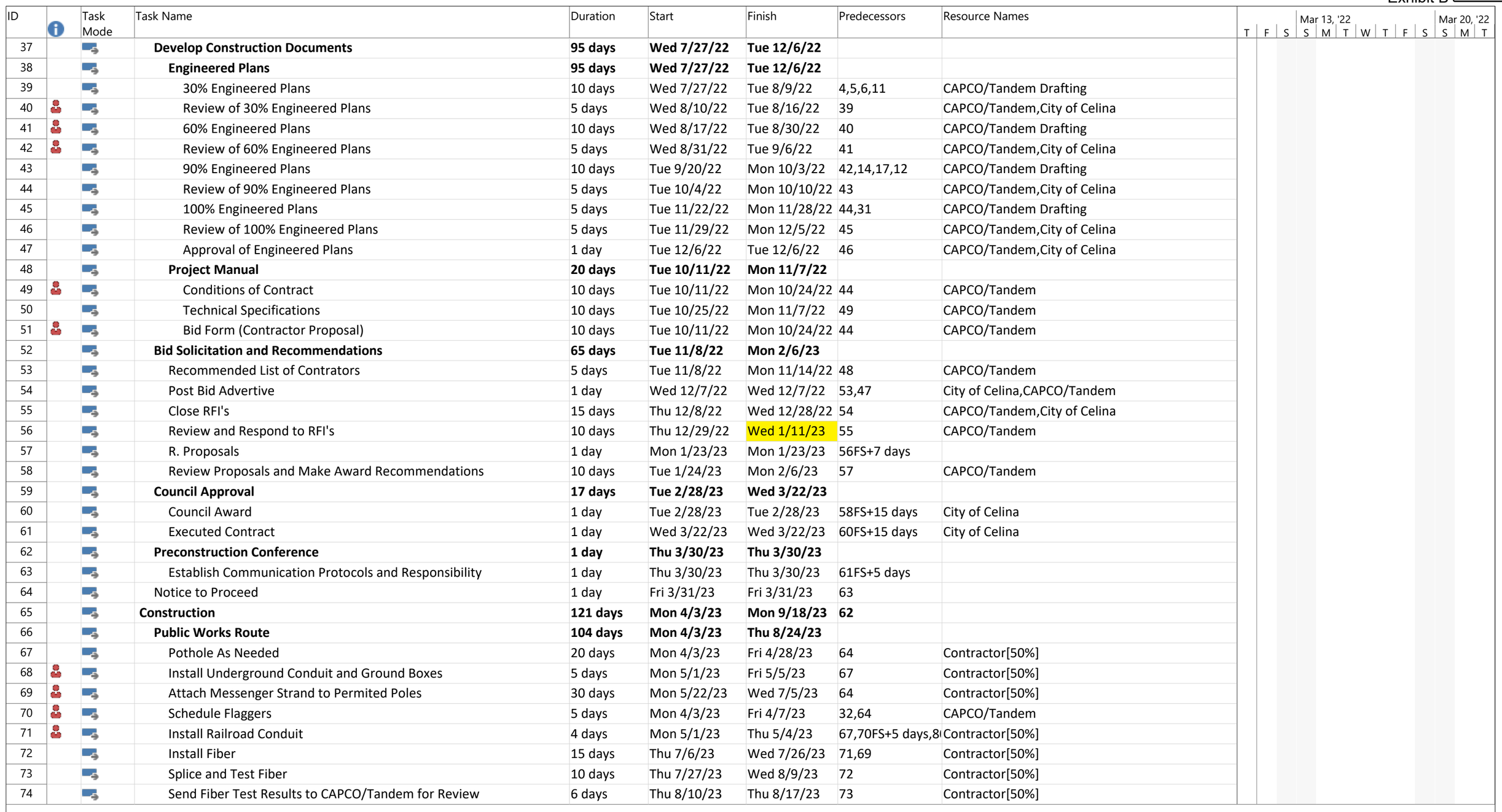


Project: City of Celina Phase 1 S
Date: Tue 5/3/22

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Summary	Inactive Summary	Manual Summary	External Milestone	

Attachment: Capco Work Order 1 - Exhibit B (Fiber Work Order 1, Capco, IT-01)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
37		**Develop Construction Documents**	**95 days**	**Wed 7/27/22**	**Tue 12/6/22**		
38		**Engineered Plans**	**95 days**	**Wed 7/27/22**	**Tue 12/6/22**		
39		30% Engineered Plans	10 days	Wed 7/27/22	Tue 8/9/22	4,5,6,11	CAPCO/Tandem Drafting
40		Review of 30% Engineered Plans	5 days	Wed 8/10/22	Tue 8/16/22	39	CAPCO/Tandem,City of Celina
41		60% Engineered Plans	10 days	Wed 8/17/22	Tue 8/30/22	40	CAPCO/Tandem Drafting
42		Review of 60% Engineered Plans	5 days	Wed 8/31/22	Tue 9/6/22	41	CAPCO/Tandem,City of Celina
43		90% Engineered Plans	10 days	Tue 9/20/22	Mon 10/3/22	42,14,17,12	CAPCO/Tandem Drafting
44		Review of 90% Engineered Plans	5 days	Tue 10/4/22	Mon 10/10/22	43	CAPCO/Tandem,City of Celina
45		100% Engineered Plans	5 days	Tue 11/22/22	Mon 11/28/22	44,31	CAPCO/Tandem Drafting
46		Review of 100% Engineered Plans	5 days	Tue 11/29/22	Mon 12/5/22	45	CAPCO/Tandem,City of Celina
47		Approval of Engineered Plans	1 day	Tue 12/6/22	Tue 12/6/22	46	CAPCO/Tandem,City of Celina
48		**Project Manual**	**20 days**	**Tue 10/11/22**	**Mon 11/7/22**		
49		Conditions of Contract	10 days	Tue 10/11/22	Mon 10/24/22	44	CAPCO/Tandem
50		Technical Specifications	10 days	Tue 10/25/22	Mon 11/7/22	49	CAPCO/Tandem
51		Bid Form (Contractor Proposal)	10 days	Tue 10/11/22	Mon 10/24/22	44	CAPCO/Tandem
52		**Bid Solicitation and Recommendations**	**65 days**	**Tue 11/8/22**	**Mon 2/6/23**		
53		Recommended List of Contrators	5 days	Tue 11/8/22	Mon 11/14/22	48	CAPCO/Tandem
54		Post Bid Advertive	1 day	Wed 12/7/22	Wed 12/7/22	53,47	City of Celina,CAPCO/Tandem
55		Close RFI's	15 days	Thu 12/8/22	Wed 12/28/22	54	CAPCO/Tandem,City of Celina
56		Review and Respond to RFI's	10 days	Thu 12/29/22	Wed 1/11/23	55	CAPCO/Tandem
57		R. Proposals	1 day	Mon 1/23/23	Mon 1/23/23	56FS+7 days	
58		Review Proposals and Make Award Recommendations	10 days	Tue 1/24/23	Mon 2/6/23	57	CAPCO/Tandem
59		**Council Approval**	**17 days**	**Tue 2/28/23**	**Wed 3/22/23**		
60		Council Award	1 day	Tue 2/28/23	Tue 2/28/23	58FS+15 days	City of Celina
61		Executed Contract	1 day	Wed 3/22/23	Wed 3/22/23	60FS+15 days	City of Celina
62		**Preconstruction Conference**	**1 day**	**Thu 3/30/23**	**Thu 3/30/23**		
63		Establish Communication Protocols and Responsibility	1 day	Thu 3/30/23	Thu 3/30/23	61FS+5 days	
64		Notice to Proceed	1 day	Fri 3/31/23	Fri 3/31/23	63	
65		**Construction**	**121 days**	**Mon 4/3/23**	**Mon 9/18/23**	**62**	
66		**Public Works Route**	**104 days**	**Mon 4/3/23**	**Thu 8/24/23**		
67		Pothole As Needed	20 days	Mon 4/3/23	Fri 4/28/23	64	Contractor[50%]
68		Install Underground Conduit and Ground Boxes	5 days	Mon 5/1/23	Fri 5/5/23	67	Contractor[50%]
69		Attach Messenger Strand to Permited Poles	30 days	Mon 5/22/23	Wed 7/5/23	64	Contractor[50%]
70		Schedule Flaggers	5 days	Mon 4/3/23	Fri 4/7/23	32,64	CAPCO/Tandem
71		Install Railroad Conduit	4 days	Mon 5/1/23	Thu 5/4/23	67,70FS+5 days,8	Contractor[50%]
72		Install Fiber	15 days	Thu 7/6/23	Wed 7/26/23	71,69	Contractor[50%]
73		Splice and Test Fiber	10 days	Thu 7/27/23	Wed 8/9/23	72	Contractor[50%]
74		Send Fiber Test Results to CAPCO/Tandem for Review	6 days	Thu 8/10/23	Thu 8/17/23	73	Contractor[50%]

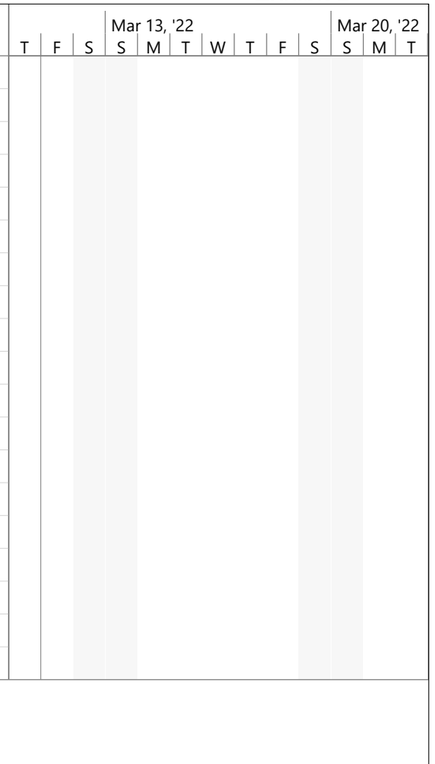


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Task — Project Summary — Manual Task — Start-only — Deadline
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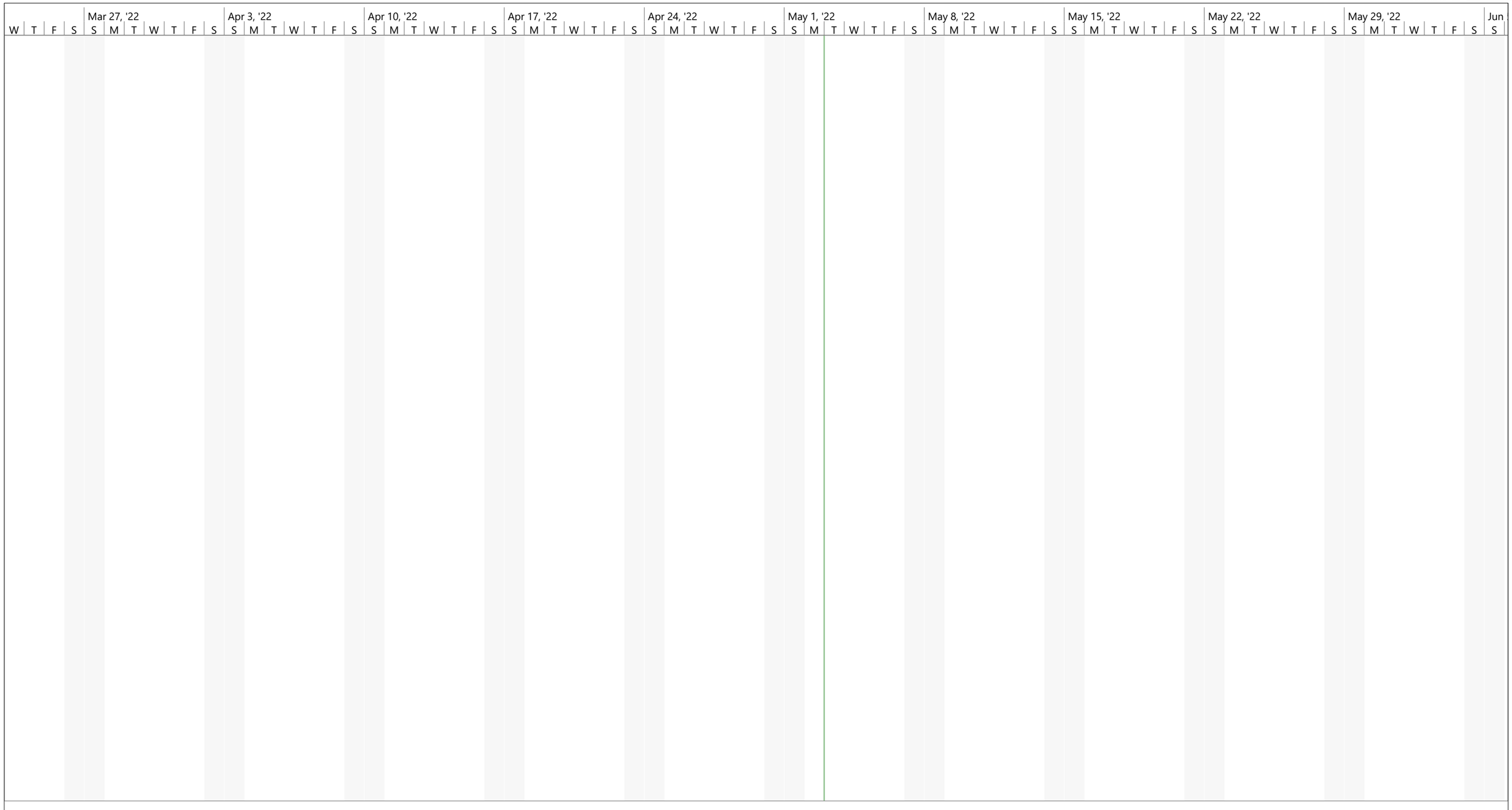
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
75		Review Fiber Test Results	5 days	Fri 8/18/23	Thu 8/24/23	74	CAPCO/Tandem
76		**Central Police Department Route**	**121 days**	**Mon 4/3/23**	**Mon 9/18/23**		
77		Pothole As Needed	20 days	Mon 5/1/23	Fri 5/26/23	67	Contractor[50%]
78		Install Underground Conduit and Ground Boxes	40 days	Mon 5/29/23	Fri 7/21/23	68,77,71	Contractor[50%]
79		Attach Messenger Strand to Permited Poles	10 days	Mon 4/3/23	Fri 4/14/23	64	Contractor[50%]
80		Schedule Flaggers	5 days	Mon 4/3/23	Fri 4/7/23	32,64	CAPCO/Tandem
81		Install Railroad Conduit	4 days	Mon 5/29/23	Thu 6/1/23	77,80FS+5 days	Contractor[50%]
82		Install Fiber	20 days	Mon 7/24/23	Fri 8/18/23	79,81,78	Contractor[50%]
83		Splice and Test Fiber	10 days	Mon 8/21/23	Fri 9/1/23	82	Contractor[50%]
84		Send Fiber Test Results to CAPCO/Tandem for Review	6 days	Mon 9/4/23	Mon 9/11/23	83	Contractor[50%]
85		Review Fiber Test Results	5 days	Tue 9/12/23	Mon 9/18/23	84	CAPCO/Tandem
86		**Post Construction**	**30 days**	**Tue 9/19/23**	**Mon 10/30/23**		
87		Create As-Builts	10 days	Tue 9/19/23	Mon 10/2/23	85,75	CAPCO/Tandem Drafting
88		Prepare Reconciliation Change Order	5 days	Tue 9/19/23	Mon 9/25/23	85,75	CAPCO/Tandem,Contractor
89		Executed Reconciliation Change Order	5 days	Tue 9/26/23	Mon 10/2/23	88	City of Celina
90		Prepare Final Contractor Pay Request	5 days	Tue 10/3/23	Mon 10/9/23	89	CAPCO/Tandem,Contractor
91		Approve Final Contractor Pay Request	5 days	Tue 10/10/23	Mon 10/16/23	90	City of Celina
92		Collect Affidavits and Warranties	5 days	Tue 10/17/23	Mon 10/23/23	91	CAPCO/Tandem
93		Update Vetro Fiber Map	5 days	Tue 10/24/23	Mon 10/30/23	92	CAPCO/Tandem



Project: City of Celina Phase 1 S
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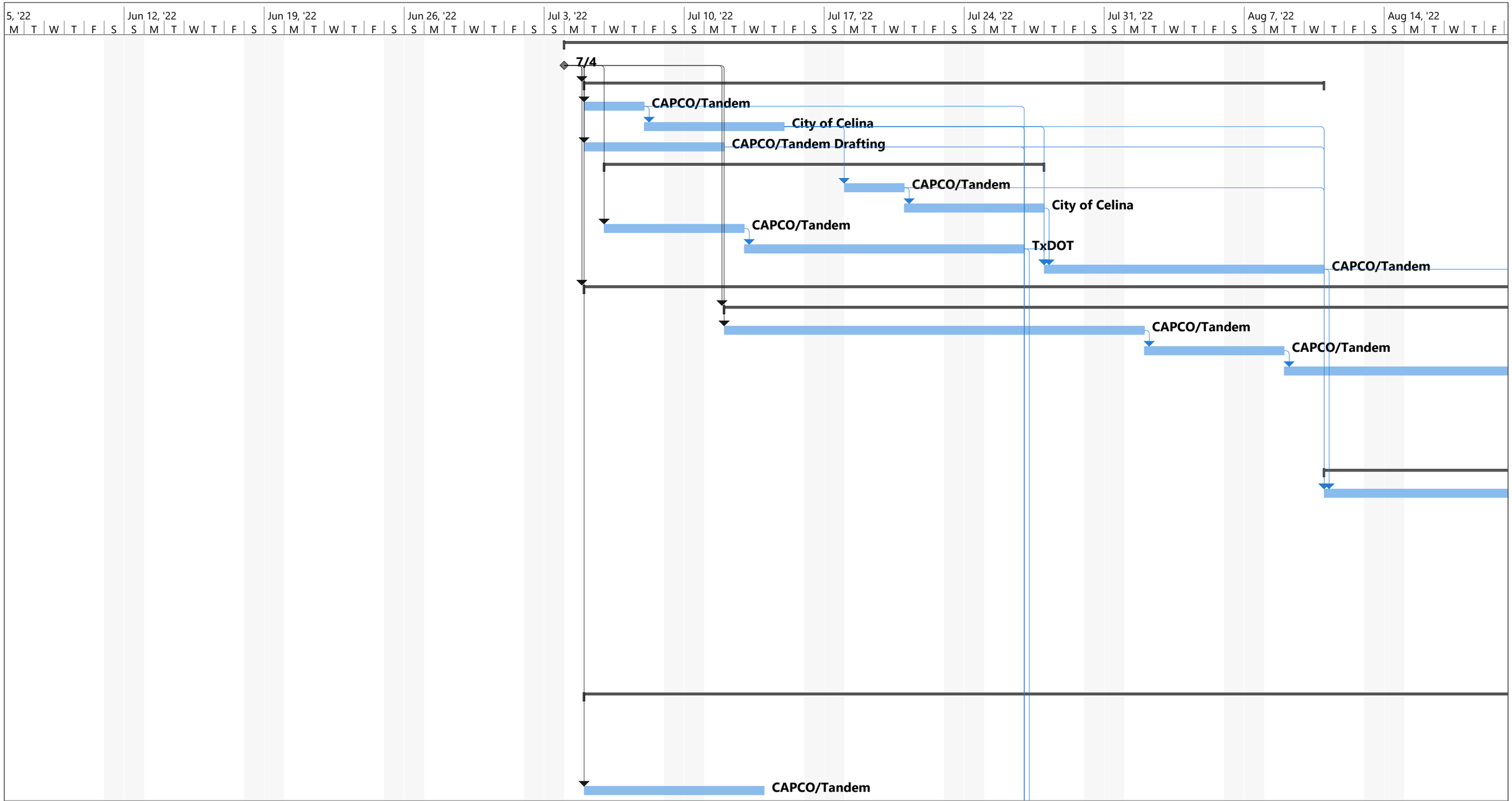
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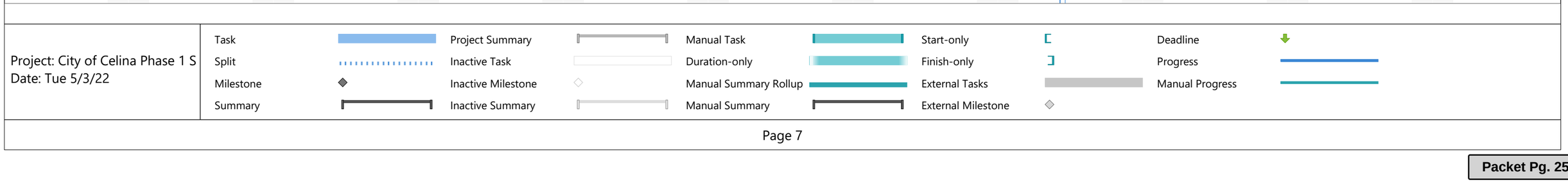
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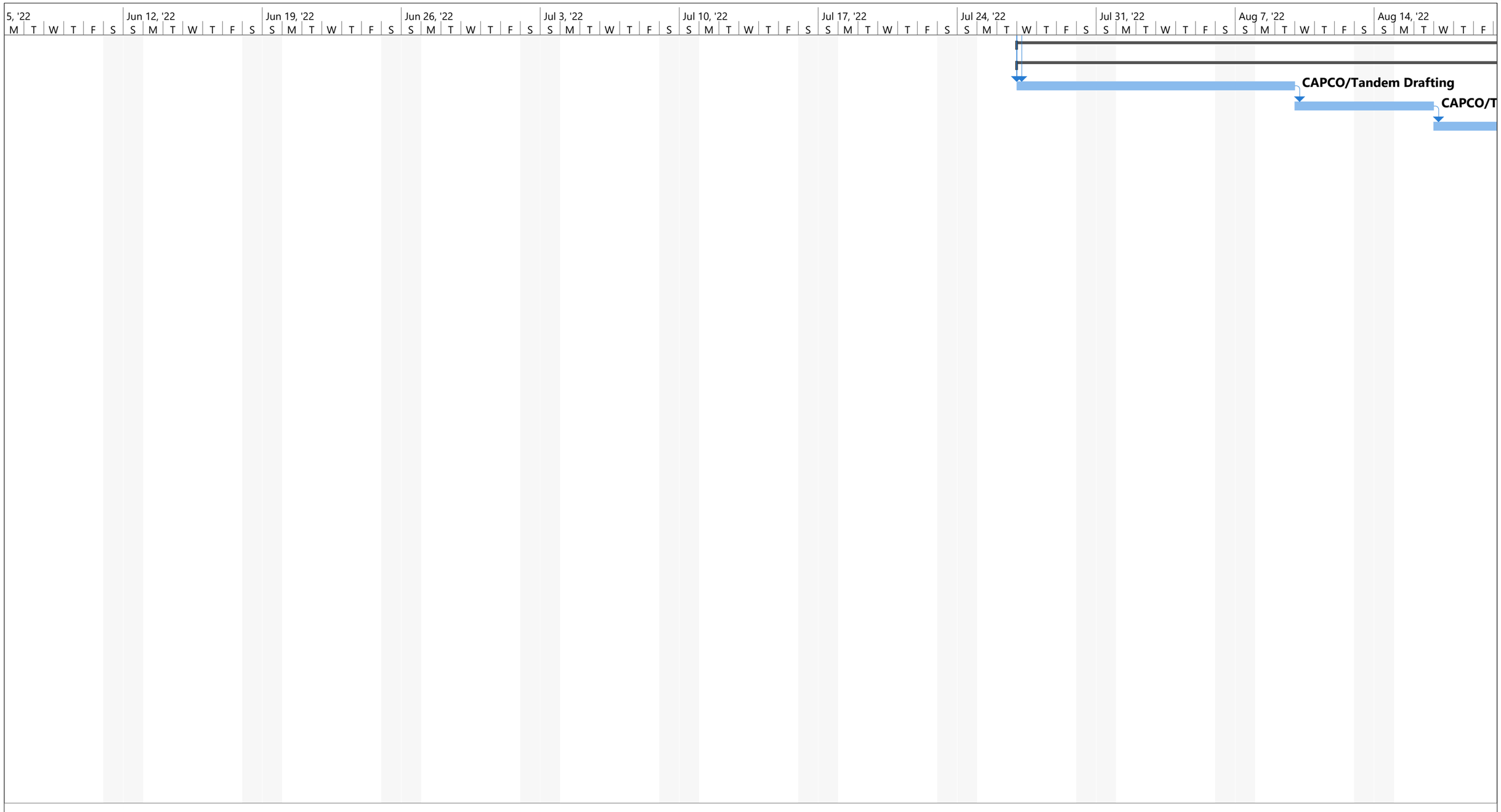




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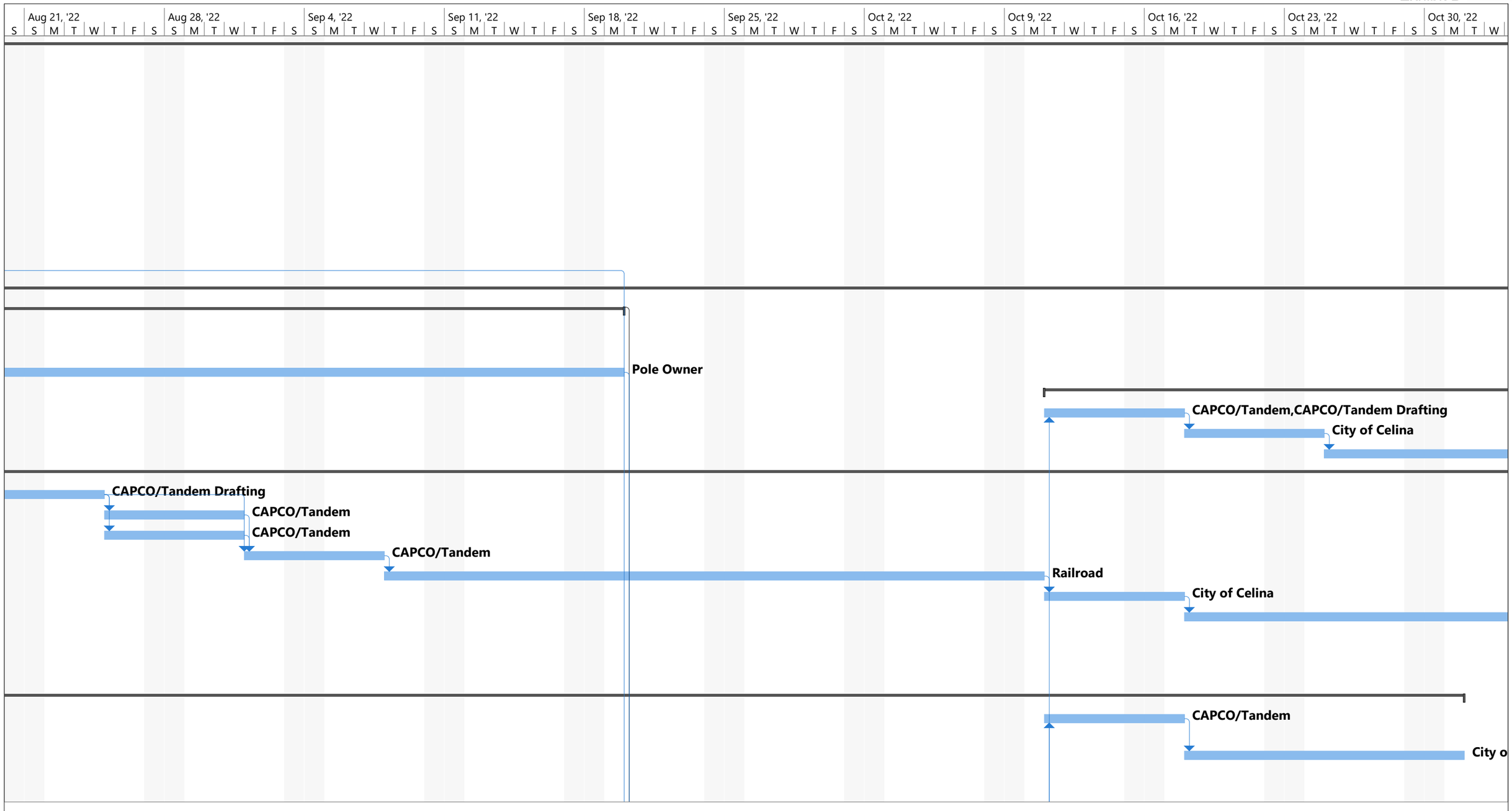


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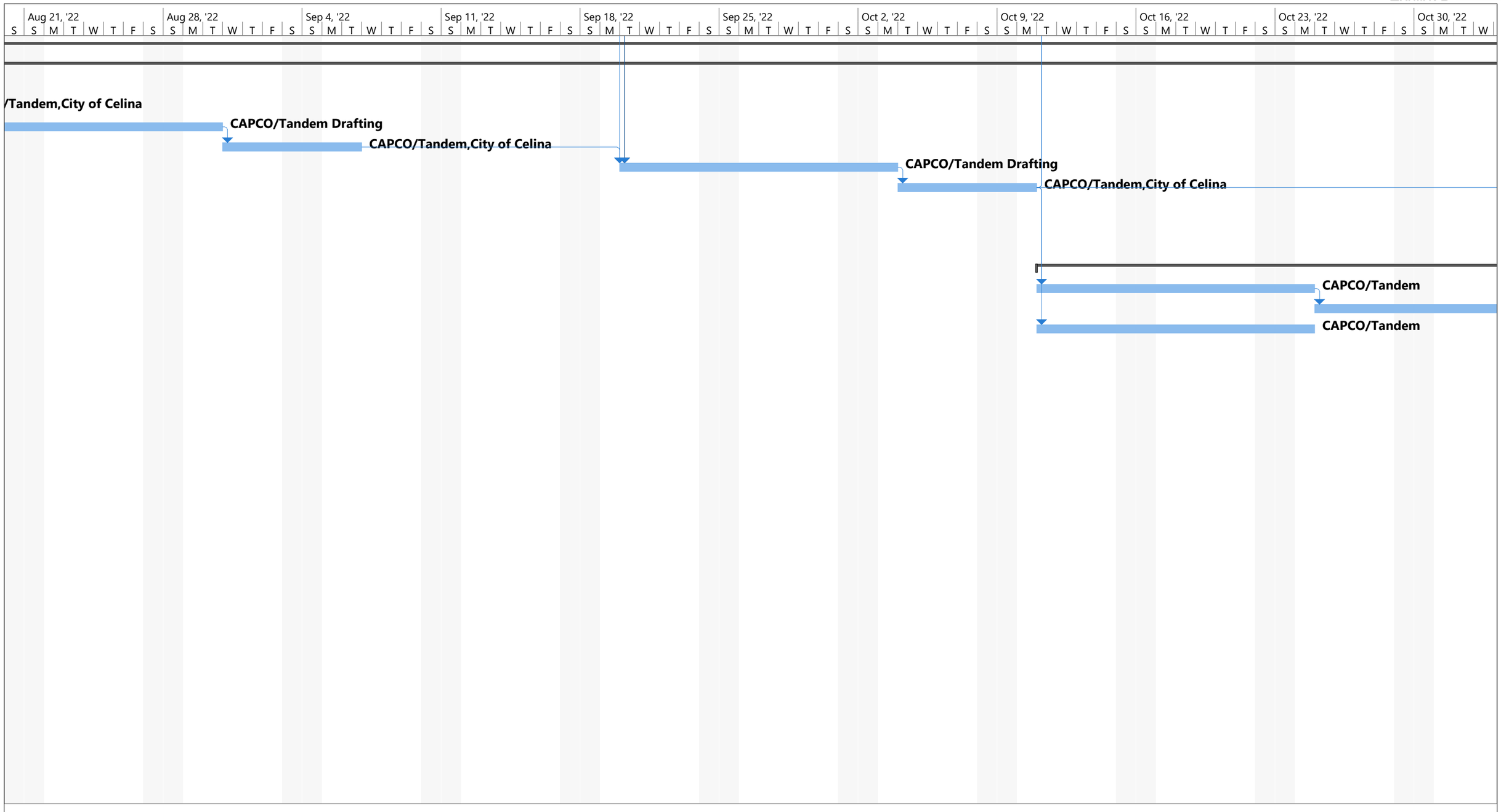
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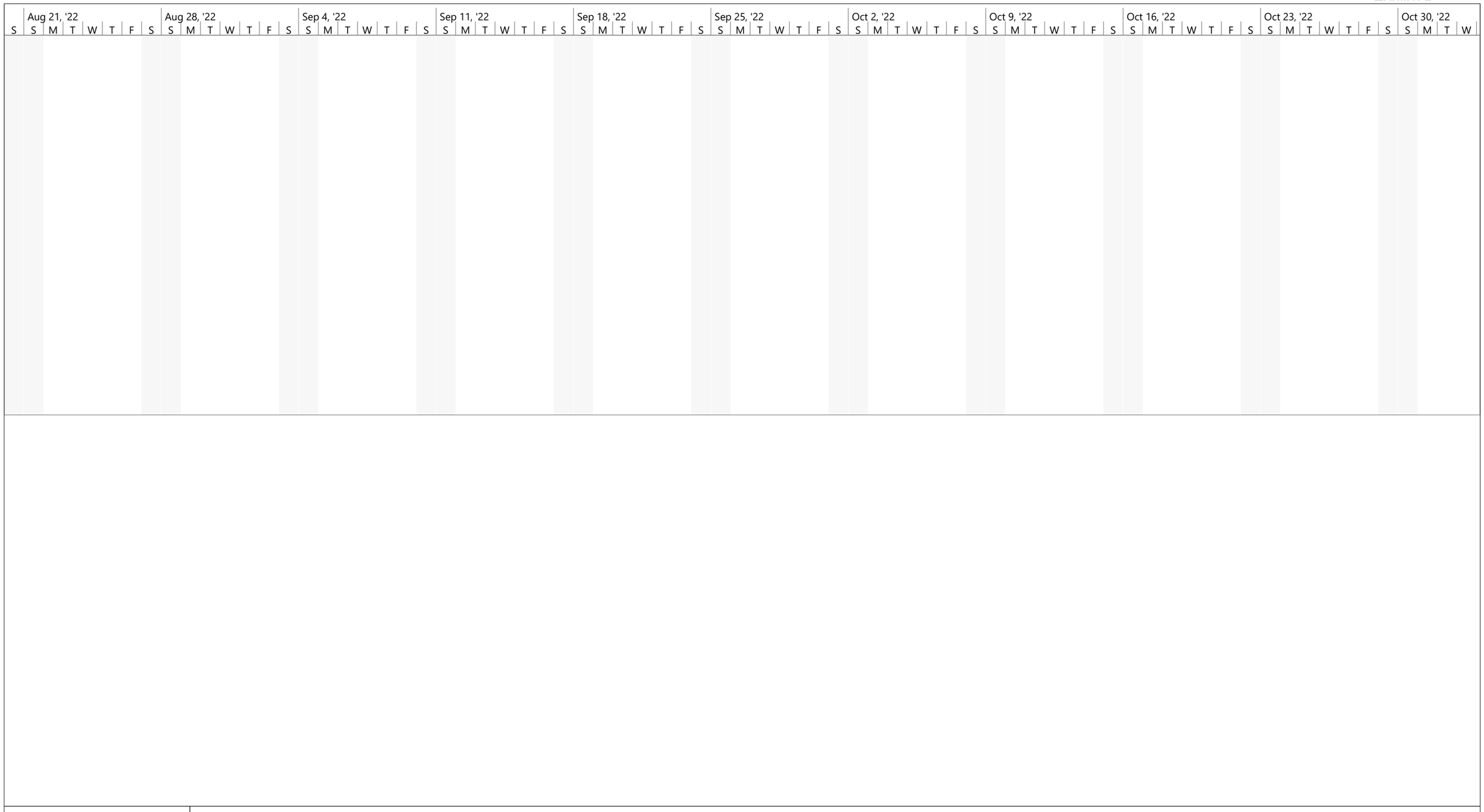
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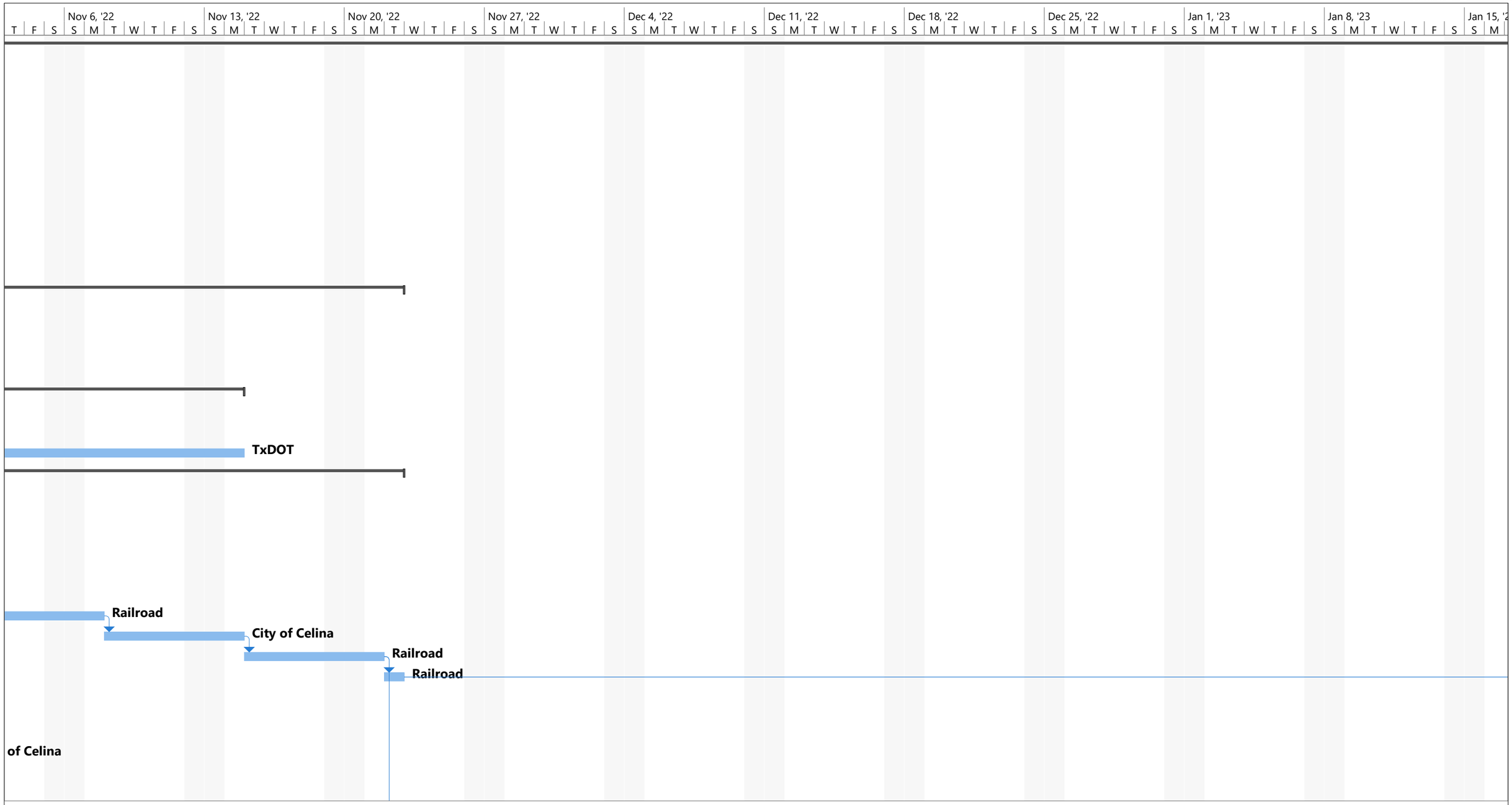


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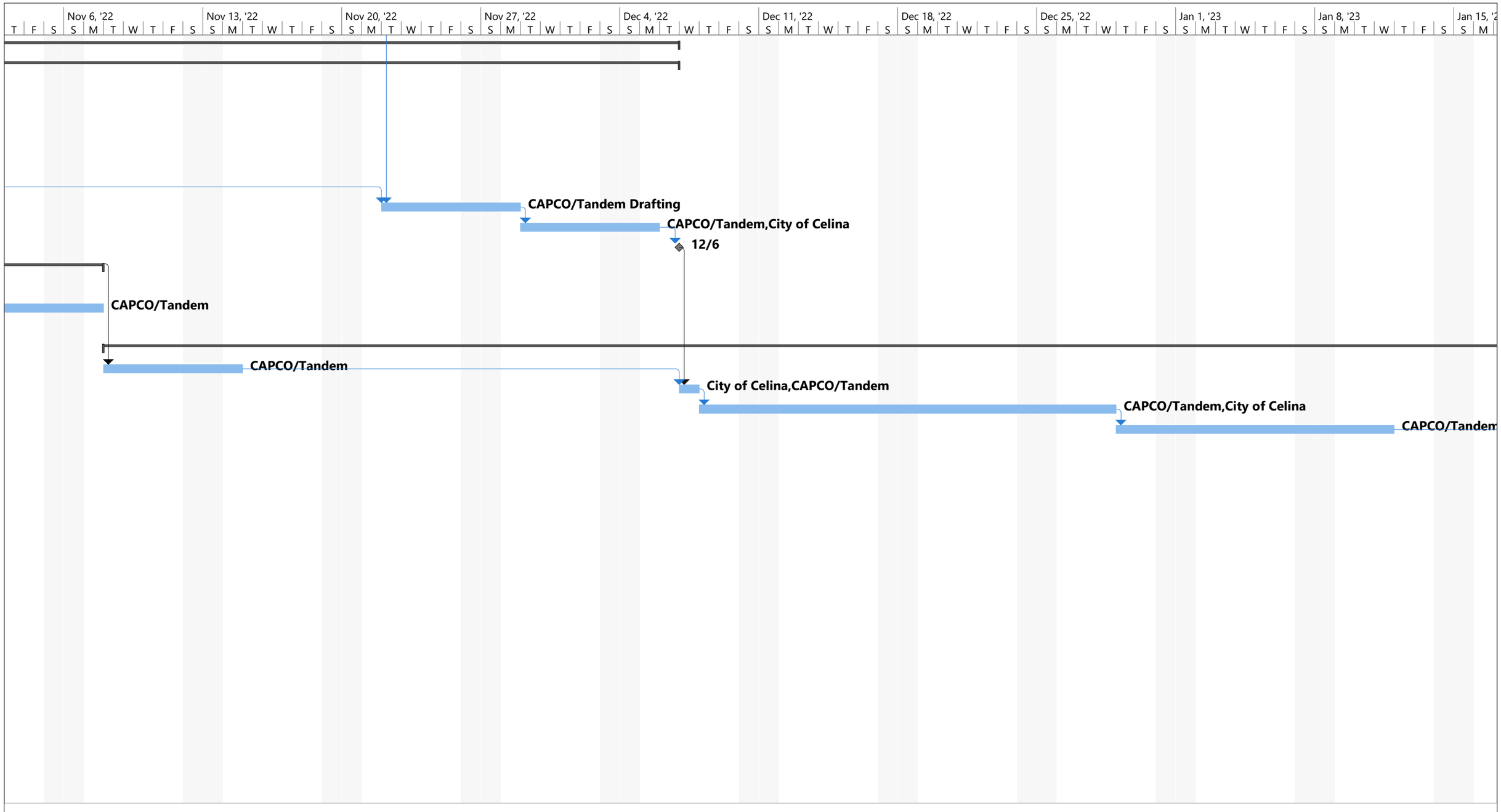
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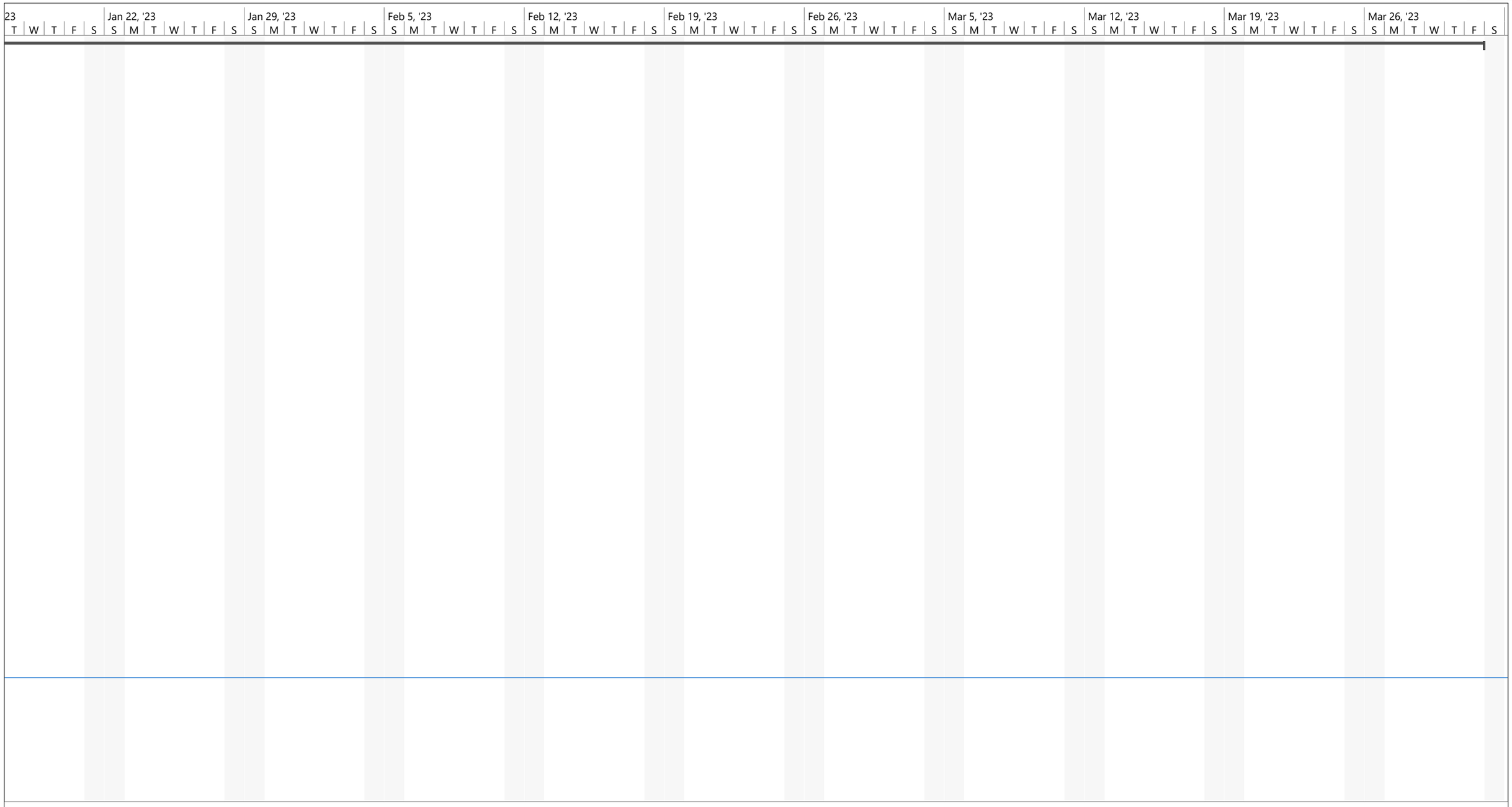
Attachment: Capco Work Order 1 - Exhibit B (Fiber Work Order 1, Capco, IT-01)



Project: City of Celina Phase 1 S
Date: Tue 5/3/22

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
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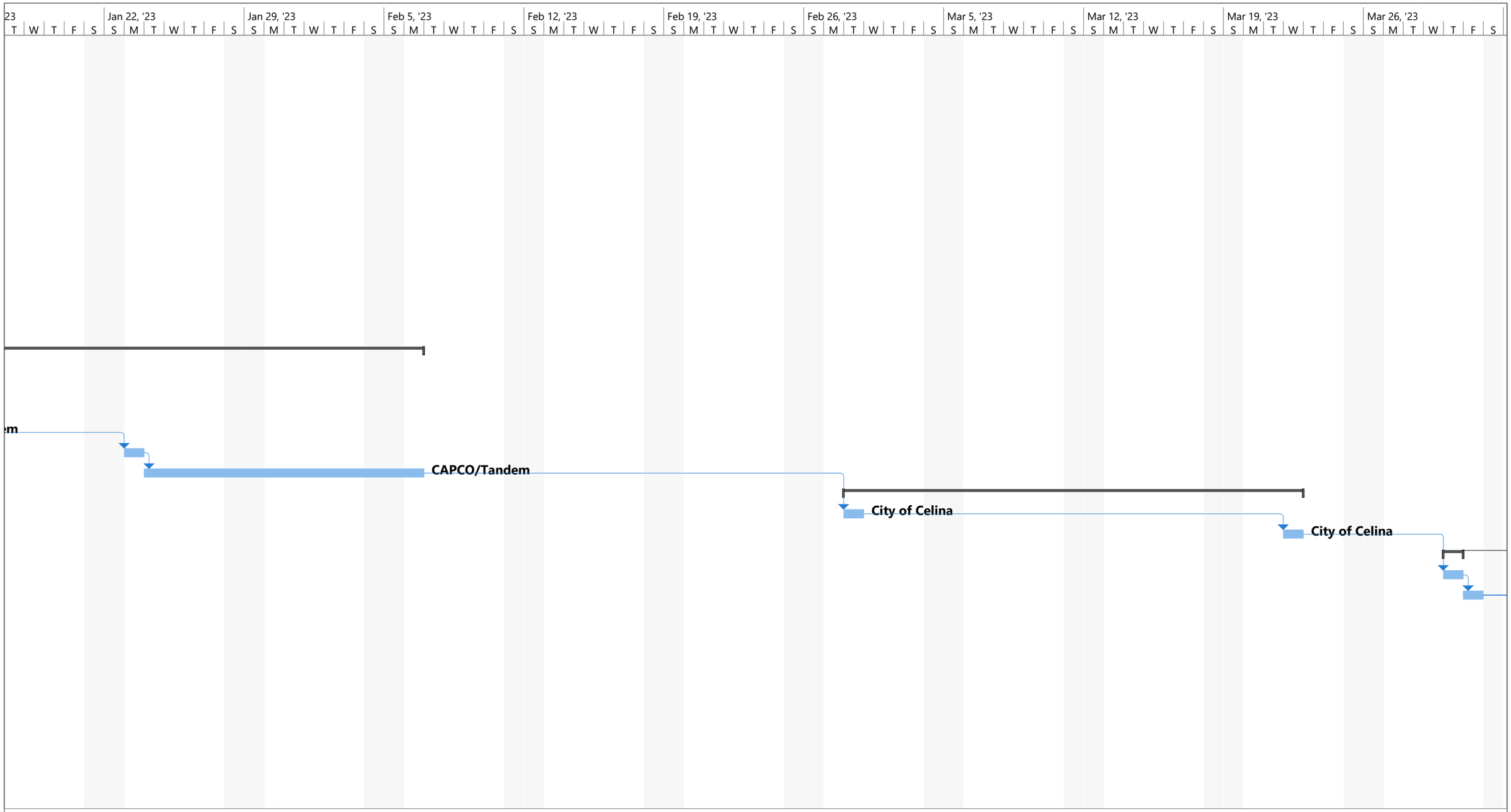
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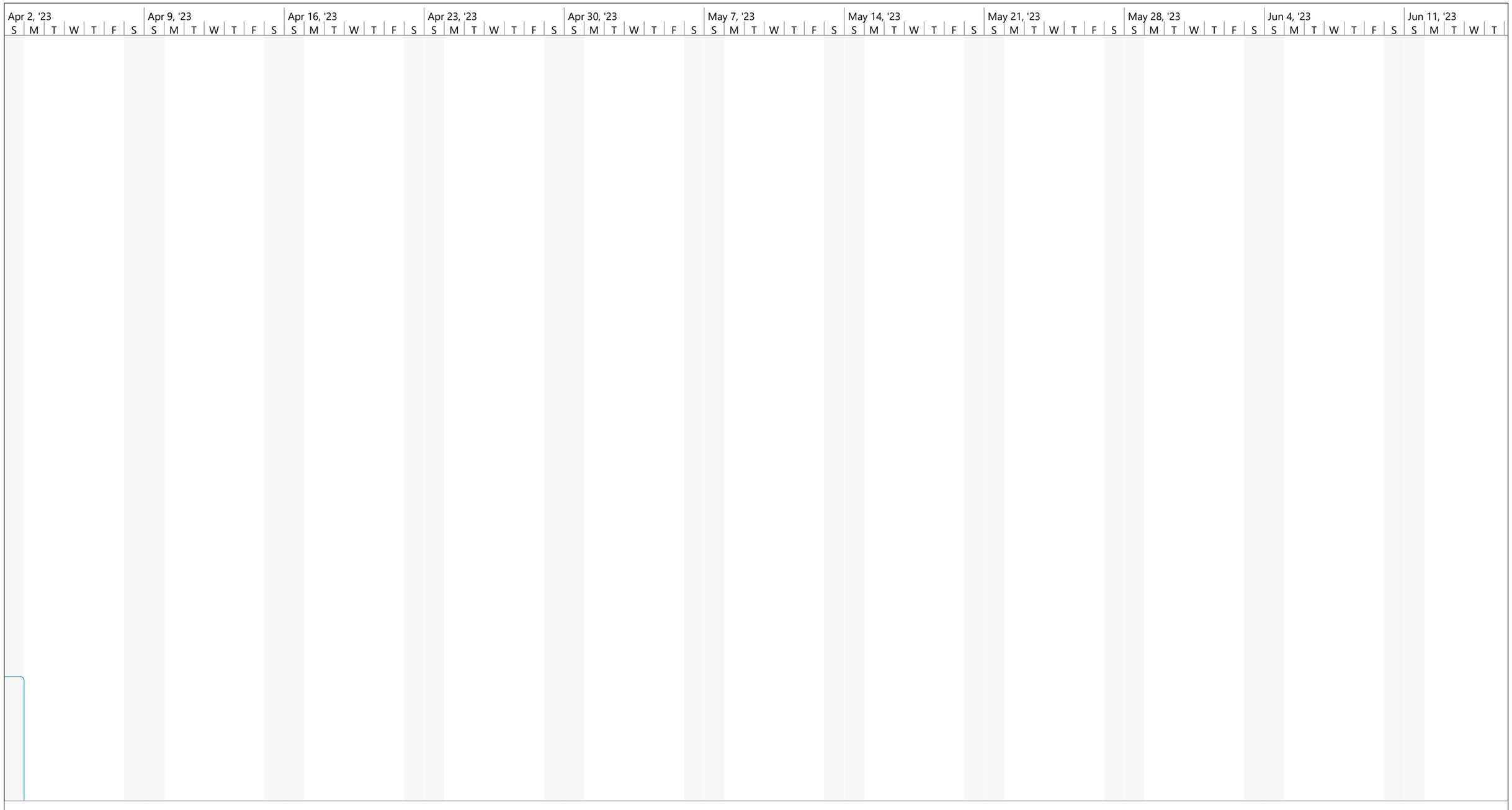
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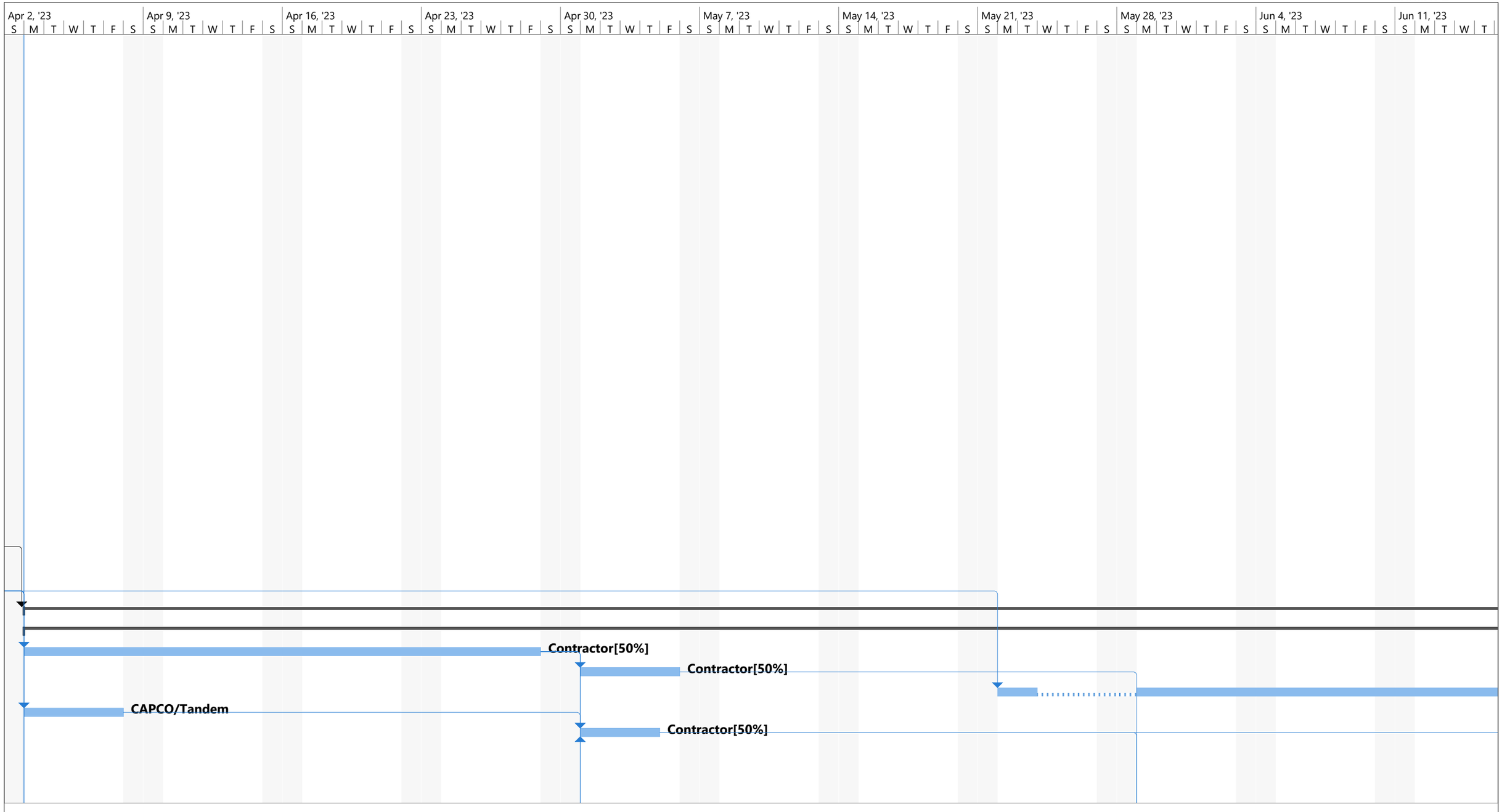
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Apr 2, '23 | Apr 9, '23 | Apr 16, '23 | Apr 23, '23 | Apr 30, '23 | May 7, '23 | May 14, '23 | May 21, '23 | May 28, '23 | Jun 4, '23 | Jun 11, '23

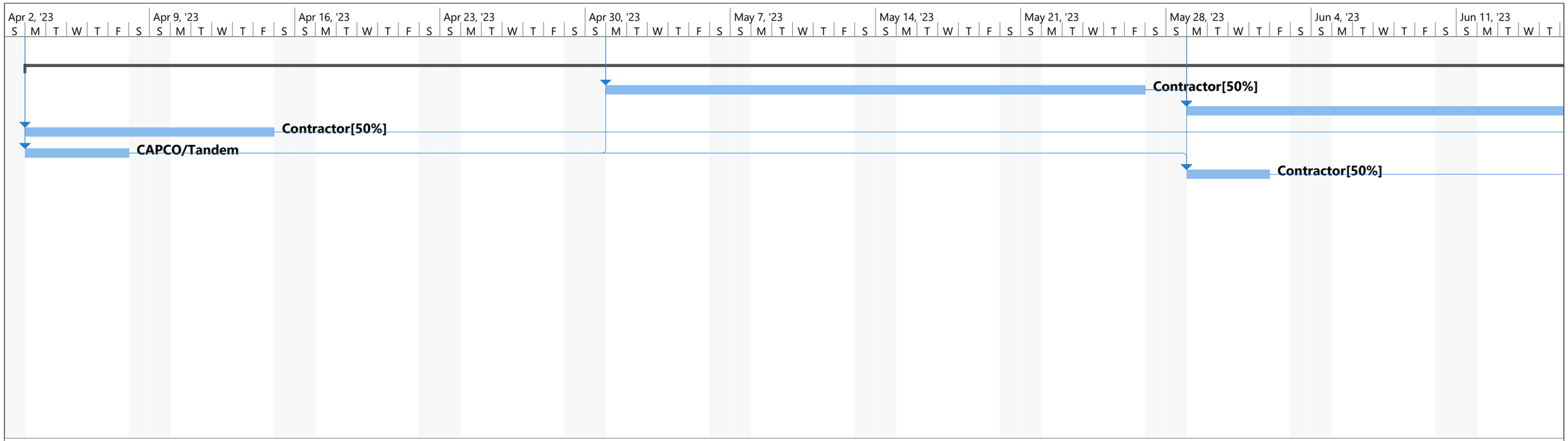
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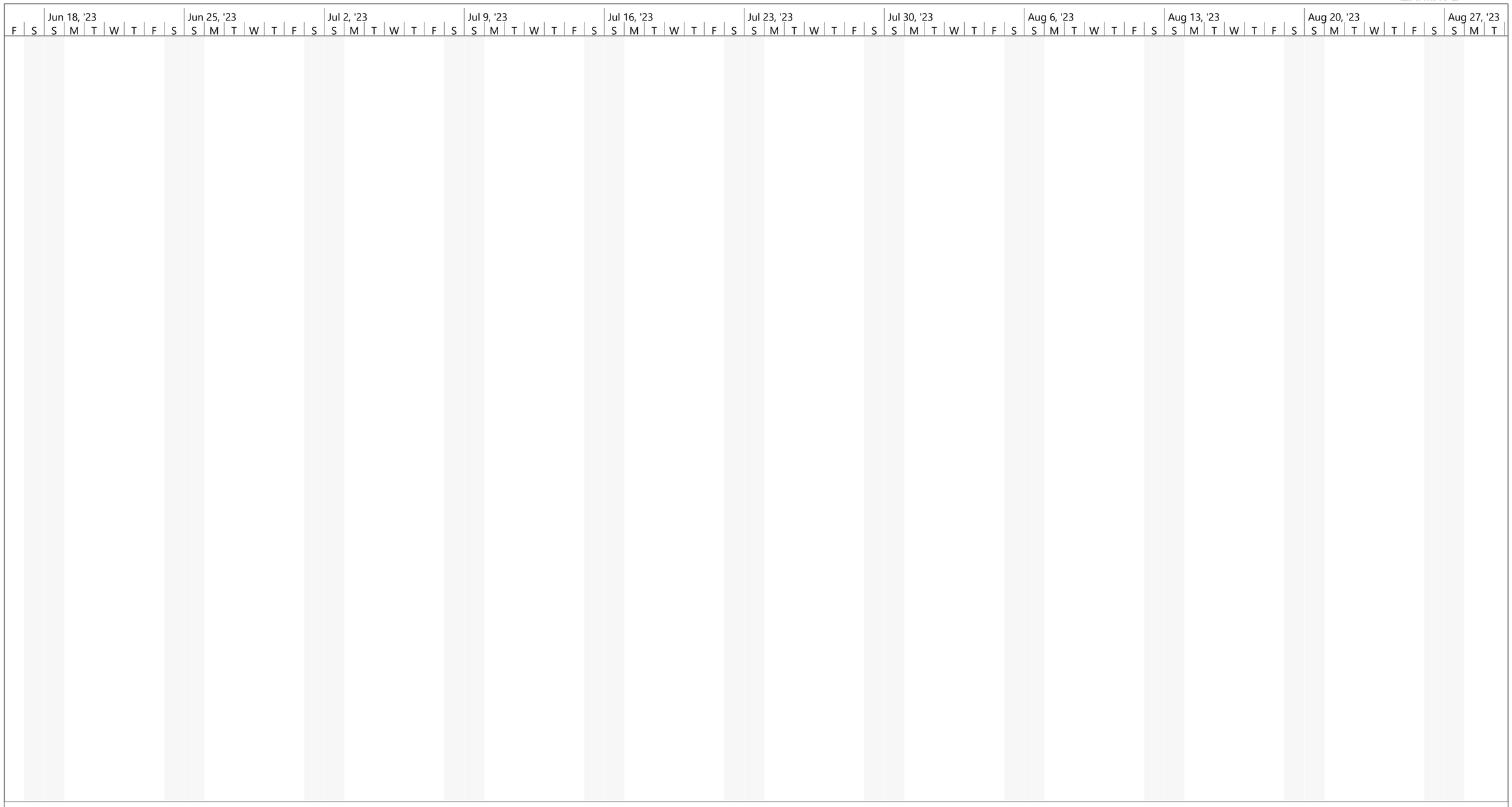
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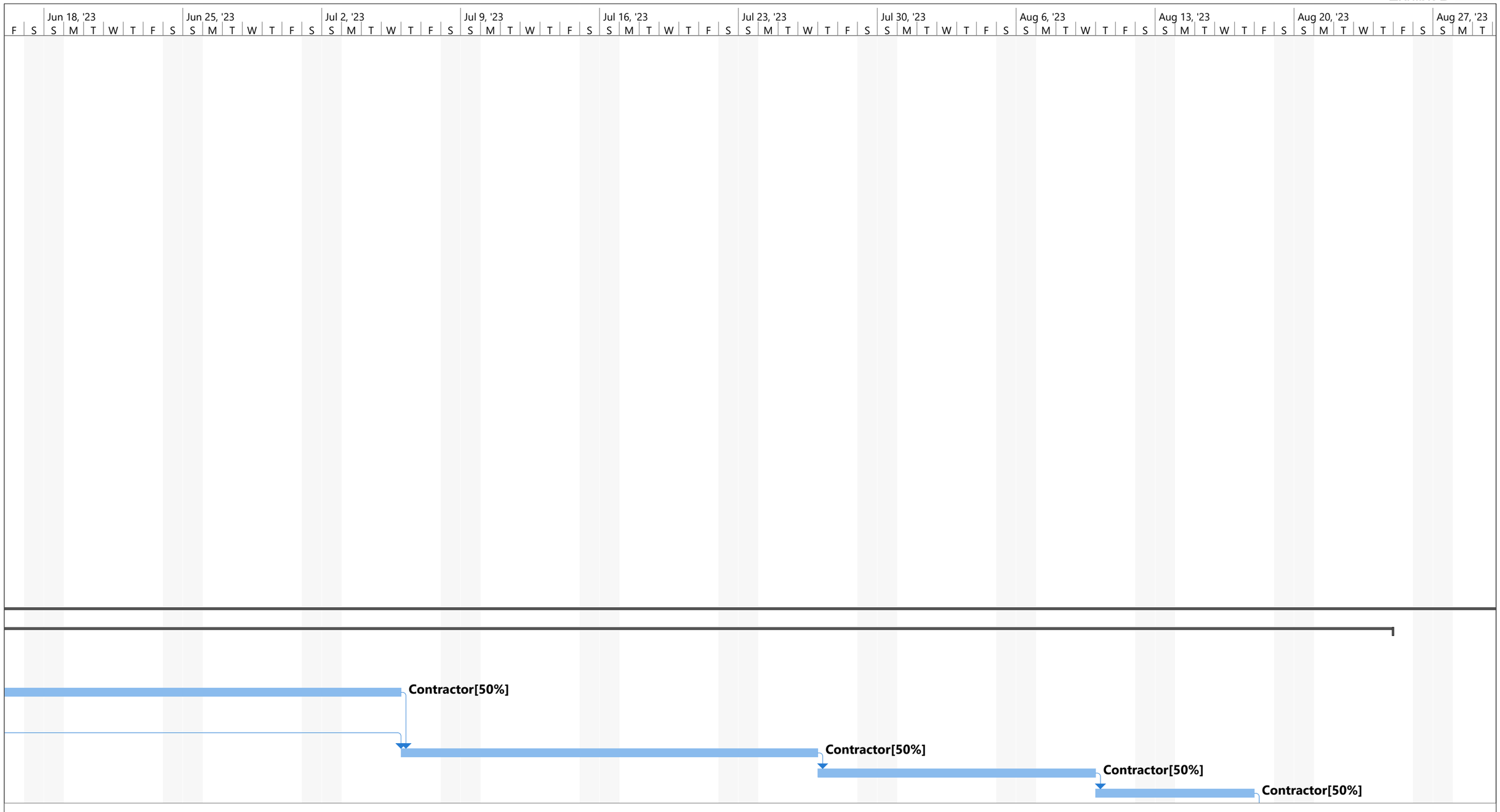
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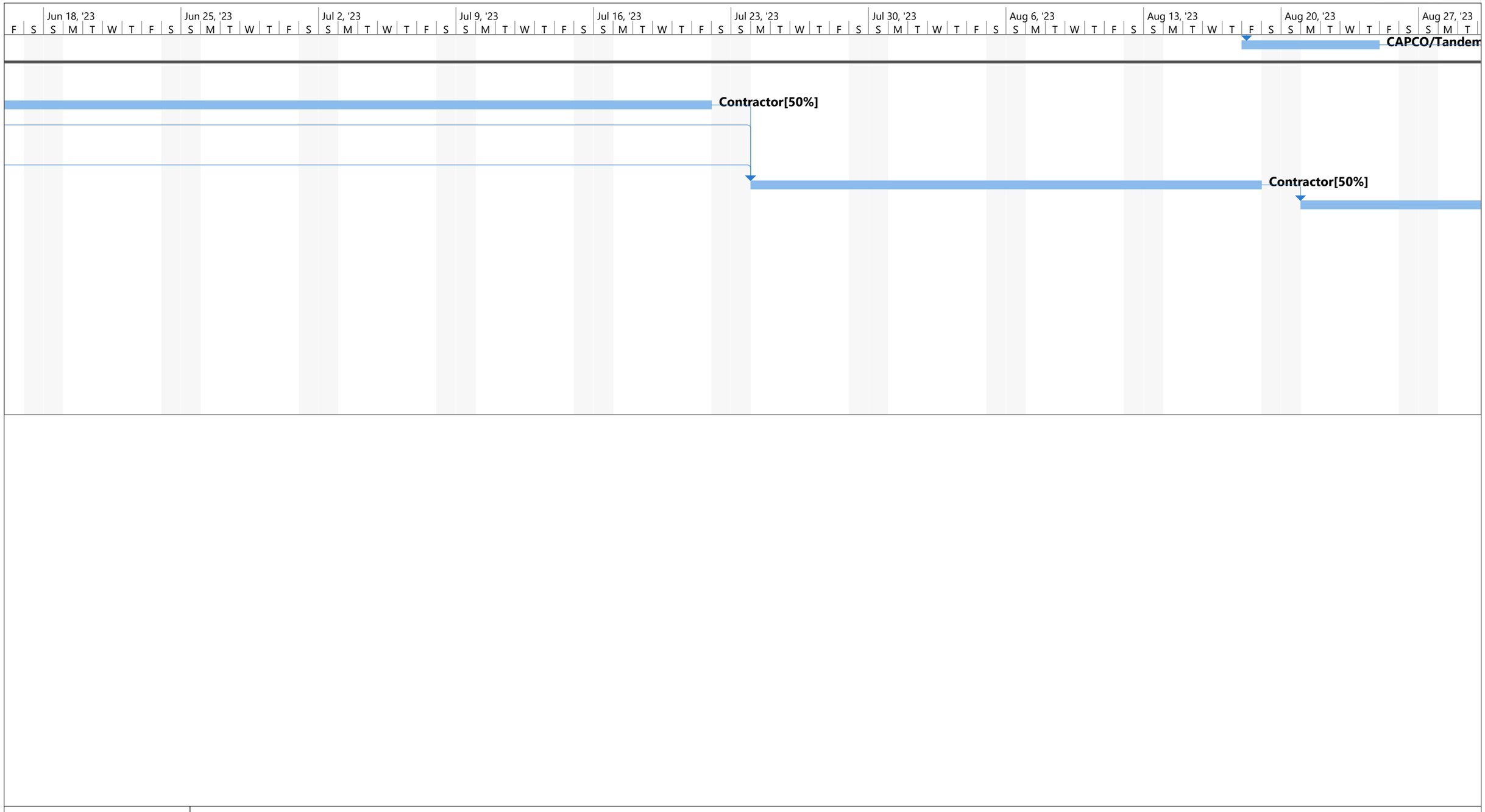
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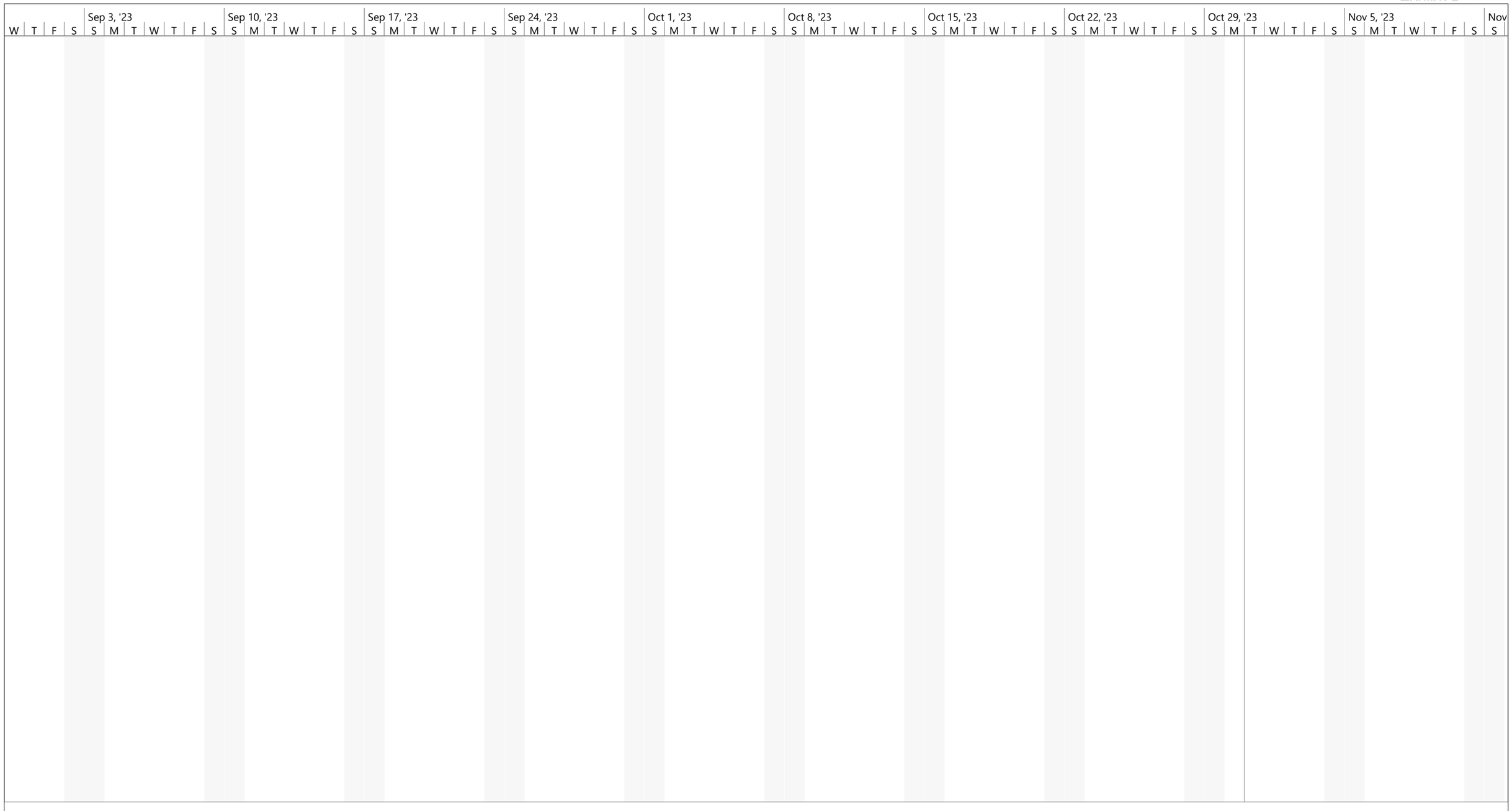
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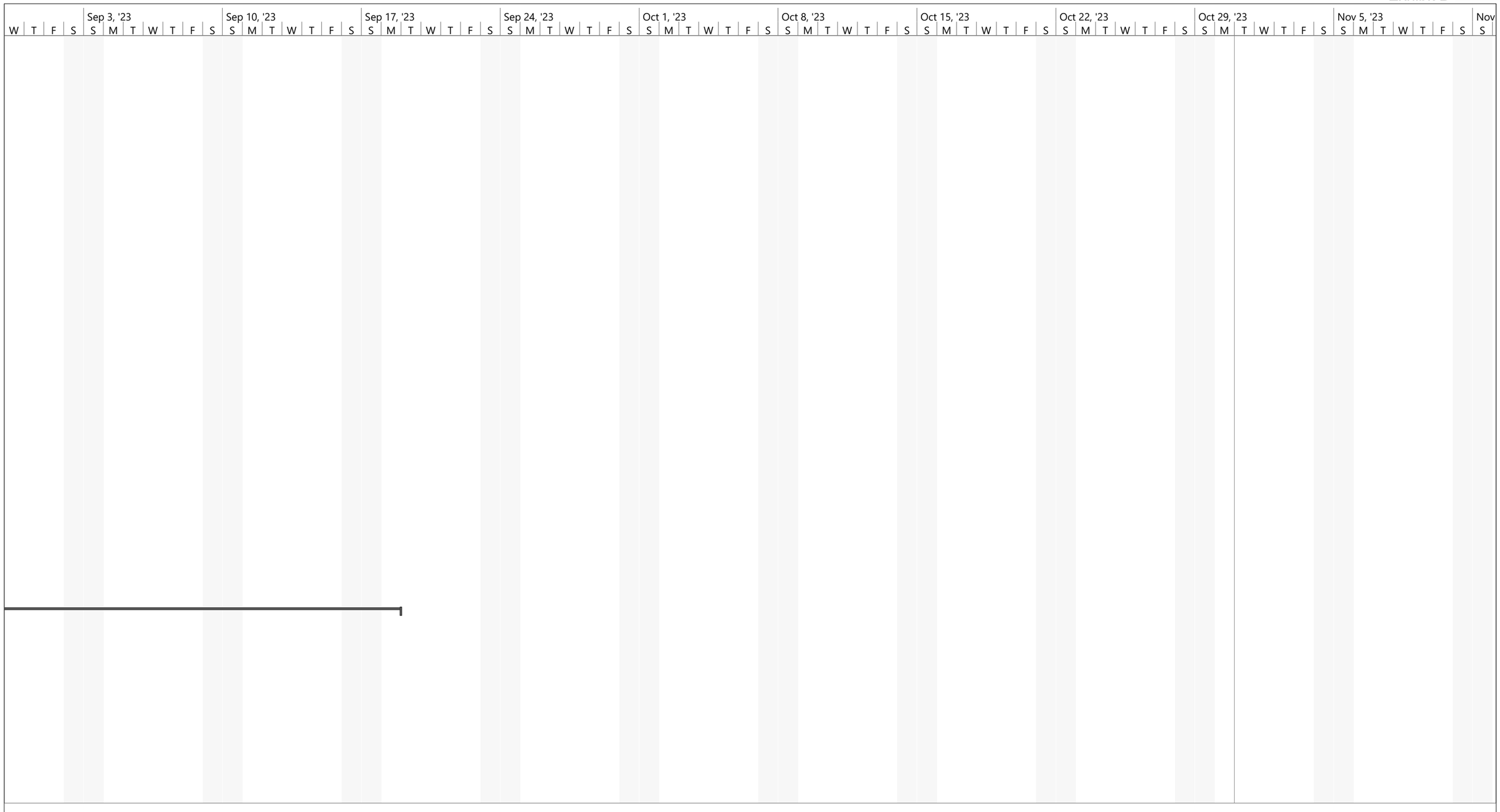
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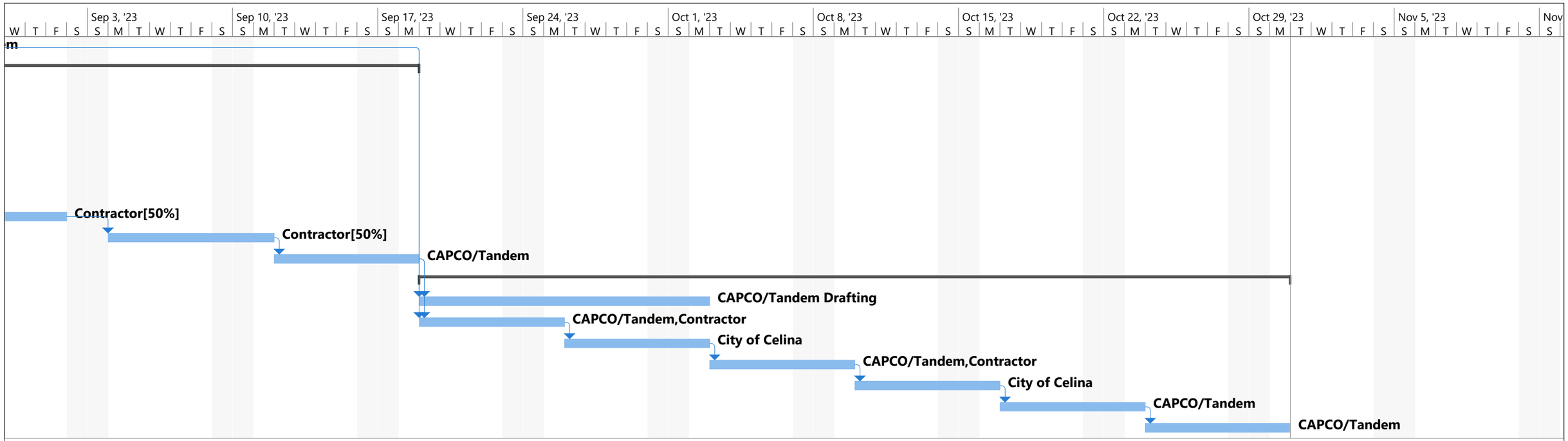
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Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Kim Brawner, Assistant City Manager
Date:	June 14, 2022
Re:	MSA - Capco Communications

Action Requested:
Consider and act upon a Master Service Agreement (MSA) by and between the City of Celina and Capco Communications, Inc., for Engineering Services. (Berry)

Background Information:
On April 13, 2021 Council authorized an agreement with Capco Communications for a Fiber Study. The study is complete and staff is seeking to contract with Capco under a master services agreement to oversee the design and installation of the forthcoming fiber projects.

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 the Master Services Agreement

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **CITY OF CELINA** (Owner) and **CAPCO COMMUNICATIONS, INC** (Consultant). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Consultant provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Consultant further agree as follows:

ARTICLE 1—SERVICES OF CONSULTANT

1.01 General

A. Consultant's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by Owner to issue any Task Orders.

C. Consultant will not be obligated to perform any prospective Task Order unless and until (1) Owner and Consultant agree to the particulars of the assignment, including the scope of Consultant's services, time for performance, Consultant 's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Consultant both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data;
2. Specific services to be performed by Consultant ("Scope"), including key deliverables;
3. Additions or Modifications to Owner's Responsibilities;
4. Task Order Schedule;
5. Consultant 's Compensation for Task Order; and
6. Primary Subconsultants, if any.

Attachment: Master Services Agreement (MSA - CAPCO Communications (Fiber))

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C. With respect to the Consultant 's scope of services under a specific Task Order, each specific Task Order will include:

1. Exhibit A: Scope of work
2. Exhibit B: Compensation
3. Exhibit C: Timeline/Schedule
4. Exhibit D: Deliverables.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Consultant will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Consulting Services

A. All phases of Consultant's services under each Task Order will include management of Consultant's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit a Consulting Services Schedule. The Consulting Services Schedule will:
   a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.
   b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
   c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
3. Coordinate services within Consultant's internal team, and with Subconsultants and Consultant's Subcontractors.
4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Consultant's services or resulting construction.
5. Prepare and submit **monthly** Consulting services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
6. Special Invoicing: In addition to, or as a substitute for, Consultant 's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated:
   a. Billing should be separated/invoiced per task order.
   b. PO number must be included on each invoice.
   c. Invoices must be submitted to accountspayable@celina-tx.gov.

Attachment: Master Services Agreement (MSA - CAPCO Communications (Fiber))

7. Conduct ongoing management tasks, including:

   a. Maintaining communications records and files pertaining to or arising from Consultant 's services;

   b. With respect to Consultant 's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

   c. Preparing agendas prior to and minutes following all Consultant -led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Consultant's services, Consultant shall prepare draft and final Drawings in accordance with City of Celina Consulting Standards using the latest version of AutoCAD.

C. The source documents for the draft and final Specifications in all phases of Consultant's services will be City of Celina's consulting specifications unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Consultant, upon which the Consultant's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Consultant under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Consultant services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:

   1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Consultant 's services as applicable to the Work under the Construction Contracts; or

   2. If the Task Order does not address such sequencing and coordination, then Owner and Consultant will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Consultant with information and data needed by Consultant in the performance of the Specific Project, including Owner's:

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Attachment: Master Services Agreement (MSA - CAPCO Communications (Fiber))

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Consultant 's assessment of initially-available information and data and upon Consultant 's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Consultant to complete its Basic and Additional Services under the Task Order; or, with consent of Consultant , Owner may authorize the Consultant to obtain or provide all or part of such additional information as Additional Services. Such additional information or data **may** include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, Mapping, and Utility Documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Consultant (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. If a specific Task Order requires Consultant to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Consultant data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

Attachment: Master Services Agreement (MSA - CAPCO Communications (Fiber))

E. Owner shall advise Consultant if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Consultant as to whether Consultant's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. Owner shall inform Consultant as to whether Consultant's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

A. Owner shall give instructions to Consultant regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Consultant (or give specific directions requesting Consultant to use copies already in Consultant 's possession) the following:

1. Consultant is responsible for technical specifications, plans, drawings and other items as assigned in the task order.

2. Front end documents will be provided by the Owner's. These include standard contract forms, general conditions, Standard General Conditions of the Construction Contract), text, and related documents and content as well as the following:

a. insurance and bonding requirements;

b. protocols for electronic transmittals during bidding and construction;

c. Owner's safety and security programs applicable to Contractor and other Constructors;

d. diversity and other social responsibility requirements;

e. bidding and contract requirements of funding, financing, or regulatory entities;

f. other specific conditions applicable to the procurement of construction or contract documents;

g. any other information necessary for Consultant to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such bidding-related documents, and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other Consulting or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Owner shall place and pay for advertisements for Bids in appropriate publications.

Attachment: Master Services Agreement (MSA - CAPCO Communications (Fiber))

2.04 Owner-Furnished Services

A. Recognizing and acknowledging that Consultant 's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Consultant .

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Consultant with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

D. With respect to the portions or phases of each Specific Project designed or specified by Consultant , Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

A. Owner shall inform Consultant of the policies, procedures, and requirements of Owner that are applicable to Consultant's performance of services under this Agreement and under each Task Order.

B. Owner will provide Consultant with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Consultant if the budget or funding sources change.

C. Owner shall inform Consultant in writing of any safety or security programs that are applicable to the personnel of Consultant, its Subconsultants, and Consultant's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

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Attachment: Master Services Agreement (MSA - CAPCO Communications (Fiber))

D. Owner shall arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement and under each Task Order.

E. Owner shall provide necessary direction and make decisions, including prompt review of Consultant's submittals, and carry out its other responsibilities in a timely manner so as not to delay Consultant's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Consultant pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Consultant pursuant to this Agreement or any Task Order. Consultant may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Consultant 's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Consultant's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Consultant of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Consultant to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Consultant's Subcontractors and Subconsultants through the Consultant.

a. Promptly inform Consultant of the substance of any communications between Owner and Consultant's Subcontractors or Subconsultants.

b. Refrain from directing the services of Consultant's Subcontractors or Subconsultants.

Attachment: Master Services Agreement (MSA - CAPCO Communications (Fiber))

3. Authorize Consultant to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.

4. Perform or provide the following:

   a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

   b. **None**

2.06 Payment

A. Owner shall pay Consultant as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for **five (5)** years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Consultant is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Consultant's services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Consultant for the additional services during the extension based on the Standard Hourly Rates Method of Payment.

E. If Consultant fails, for reasons within the control of Consultant , to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Consultant .

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ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Consultant shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Consultant shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Consultant and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Consultant shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Consultant within 30 days after receipt of Consultant 's invoice, then:

1. amounts due Consultant will be increased at the maximum rate of interest permitted by law, and

2. Consultant may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Consultant for any such suspension.

4.03 Basis of Compensation

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Consultant for services in accordance with the applicable basis of compensation.

B. The two following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Consultant a Lump Sum amount for the specified category of services.

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2. The Lump Sum will include compensation for Consultant's services and services of Consultant's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Consultant 's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant 's Subcontractor and Subconsultant charges.

3. In addition to the Lump Sum, Consultant is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Consultant in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):

   a. **None**

4. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Consultant an amount equal to the cumulative hours charged to the Specific Project by each class of Consultant 's employees times Standard Hourly Rates for each applicable billing class. Under this method, Consultant shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Consultant's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultant's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Consultant 's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant 's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of effective date to reflect equitable changes in the compensation payable to Consultant.

4.05 Reimbursable Expenses

A. Under the Lump Sum method basis of compensation to Consultant , unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls,

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mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, and similar Specific Project-related items; and Consultant 's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Consultant 's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Consultant that a compensation amount thus estimated will be exceeded, Consultant shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Consultant's services under the Task Order. Upon notice, Owner and Consultant will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Consultant's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Consultant, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Consultant's services during the negotiations and Consultant exceeds the estimated amount before Owner and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, then Consultant will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Consultant's opinions of probable Construction Cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Consultant with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Consultant assumes no responsibility for the accuracy of any opinions of Total Project Costs.

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ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Consultant 's Subcontractors and Subconsultants: Consultant may retain such Consultant 's Subcontractors and Subconsultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Consultant and Owner shall comply with applicable Laws and Regulations.

2. Consultant shall comply with the policies, procedures, and instructions of Owner that are applicable to Consultant 's performance of services under this Agreement and that Owner provides to Consultant in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Consultant 's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Task Order to Laws and Regulations,

b. the receipt by Consultant after the Effective Date of the Task Order of Owner-provided written policies and procedures, and

c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Consultant s Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.

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G. Copies of Drawings and Specifications: If Consultant is required to prepare or furnish Drawings or Specifications under a specific Task Order, Consultant shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Consultant shall not be required to sign any document, no matter by whom requested, that would result in Consultant having to certify, guarantee, or warrant conditions whose existence the Consultant cannot ascertain within the authorized scope of Consultant's services. Owner agrees not to make resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon Consultant signing any such document.

I. Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Constructor.

J. Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Consultant shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Consultant .

L. Consultant is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Consultant's services do not include providing legal advice or representation.

N. Consultant 's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Consultant, its Subconsultants, and Consultant's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Consultant has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents shall become property of the City of Celina upon completion of each task order including all associated copyrights and the right of reuse at the discretion of the Owner. subject to the following provisions:

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B. Consultant shall inform Owner if Consultant is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Consultant 's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Consultant shall share equally the costs of defending against, settling, or paying such claims.

C. Consultant will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Consultant's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Consultant agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Consultant shall be considered a Basic Service and no direct or separate compensation will be paid to Consultant for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

2. Consultant's costs directly attributable to changes in Consultant's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Consultant may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Consultant with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Consultant shall procure and maintain insurance as set forth in Exhibit G.

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B. Additional Insureds: The Consultant 's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant 's interests in the Project. Owner shall require Contractor to cause Consultant, its Subconsultants, and Consultant's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Consultant access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Consultant shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Consultant shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Consultant 's Subcontractors. In any documentation made available for review under this provision, Consultant may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Consultant, its Subconsultants, or Consultant's Subcontractors. Owner and Consultant waive all rights against each other, Contractor, Consultant's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and

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Consultant shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Consultant, or Consultant's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Consultant shall obtain and shall require Consultant's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Consultant's services under a specific Task Order for up to 90 days upon 7 days' written notice to Consultant.

2. By Consultant : Consultant may, after giving 7 days' written notice to Owner, suspend services under a Task Order:

   a. if Owner has failed to pay Consultant for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

   b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

   c. if persistent circumstances beyond the control of Consultant have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by Owner or Consultant, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.

   a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period

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provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Consultant may terminate a Task Order for cause upon 7 days' written notice:

   a. if Owner demands that Consultant furnish or perform services contrary to Consultant 's responsibilities as a licensed professional;

   b. if the Consultant 's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Consultant 's control; or

   c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Consultant will have no liability to Owner on account of any termination by Consultant for cause.

C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Consultant for its services under more than one specific Task Order, Consultant may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Consultant may terminate this Main Agreement and all Task Orders.

D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Consultant's receipt of notice from Owner.

E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Consultant shall be entitled to compensation for such tasks.

F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Consultant will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated a Task Order for cause and disputes Consultant's entitlement to compensation for services and reimbursement of expenses, then Consultant's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Main Agreement for convenience, or if Consultant has terminated a Task Order for cause, then Consultant will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of

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terminating contracts with Consultant 's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

A. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

B. Mediation: Owner and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. Owner and Consultant agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

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6.08 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: **State of Texas, Collin County**

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.09 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Consultant that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Consultant , exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Consultant pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Consultant has been informed of the general scope of such contract.

C. If Consultant encounters or learns of an undisclosed Constituent of Concern at the Site, then Consultant shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Consultant's scope of services does not include any services related to undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Consultant may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected;

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and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Consultant 's services under a specific Task Order, then:

1. if the adverse effects do not preclude Consultant from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Consultant may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Consultant that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Consultant may terminate the Task Order for cause on 7 days' written notice.

F. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Consultant's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Consultant : To the fullest extent permitted by Laws and Regulations, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Consultant or Consultant 's officers, directors, members, partners, agents, employees, Subconsultants, or Consultant 's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Consultant in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, Subconsultants, and Consultant 's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

Attachment: Master Services Agreement (MSA - CAPCO Communications (Fiber))

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, though, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Consultant , and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Consultant 's services or pertinent to Consultant 's performance under the Task Order. Upon Owner's request, Consultant shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Consultant.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of

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Substantial Completion; or, if Consultant 's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Consultant under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Consultant in accordance with Article 2 of Exhibit A of a specific Task Order.

3. Agreement—This written contract for professional services between Owner and Consultant , including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

   a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Consultant which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Consultant in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Consultant concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

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9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Consultant under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Consultant or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Consultant , its employees, agents, representatives, or Subconsultants, or Consultant 's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Consultant to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which

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the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Consultant —The individual or entity named as such in this Main Agreement.

24. Consultant 's Subcontractor—An individual, firm, vendor, or other entity having a contract with Consultant to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Consultant which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Consultant , applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.

29. Owner—The individual or entity named as such in this Main Agreement and for which Consultant's services are to be performed. Unless indicated otherwise, this is the same

Attachment: Master Services Agreement (MSA - CAPCO Communications (Fiber))

individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Consultant and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Consultant and annotated by Contractor to show changes made during construction.

31. Resident Project Representative—As authorized by a specific Task Order, the representative of Consultant assigned to assist Consultant at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by Consultant s, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Consultant under a specific Task Order are a part.

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Consultant to furnish professional services with respect to a Specific Project as an independent contractor.

38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Consultant , or that is indicated as a Submittal in the Schedule of Submittals accepted by Consultant . Submittals may include Shop Drawings and Samples; schedules; product data; Owner-

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delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Consultant, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Consultant, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by Owner and Consultant (including incorporated exhibits and amendments if any), stating the scope of services, Consultant 's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Consultant or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all

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materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Consultant , ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Exhibit 1 – Task Order Form
B. Exhibit 2 - Insurance.
C. Exhibit A – Reserved
D. Exhibit B – Reserved
E. Exhibit C – Amendment to Main Agreement
F. Exhibit D – Reserved
G. Exhibit E – Reserved
H. Exhibit F – Attachment 1 Software Requirements for Electronic Document Exchange
I. Exhibit G – Insurance
J. Exhibit H – Dispute Resolution
K. Appendix 1 – Reimbursable Expenses Schedule
L. Appendix 2 – Standard Hourly Rates Schedule

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule
2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, Exhibit 1 & Exhibit 2. These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

Attachment: Master Services Agreement (MSA - CAPCO Communications (Fiber))

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Consultant, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Consultant and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Consultant and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Consultant and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Consultant 's Certifications

A. Consultant certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Consultant that would be in conflict with Consultant's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Consultant, its Subconsultants, and all licensed professionals employed by Consultant or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Consultant and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Consultant under Paragraph 2.04.A of this Agreement.

This Main Agreement's Effective Date is **[date to be inserted at the time of execution]**.

CITY OF CELINA

_____

Jason Laumer, City Manager

_____

Date

Address for giving notices:

City of Celina
142 N. Ohio
Celina, TX 75009
Attn: Contracts
469-813-4194
contracts@celina-tx.gov

CONSULTANT

Kyle Capps

Kyle Capps, President

Printed Name & Title

May 12th, 2022

Date

Address for giving notices:

Capco Communications
13606 Big Indian Rd
Gainesville, Texas 7624
512-217-6241
KCapps@capco-inc.com

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Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Amy Alexander, Director of Information Technology
Date: June 14, 2022
Re: Server Refresh 2022

Action Requested:
Consider and act to purchase enterprise server hardware (2022 Server Refresh) from Freeit Data Solutions through a cooperative contract with the State of Texas, Department of Information Resources in an amount not to exceed $468,742.05. (Berry)

Background Information:
Staff requests authorization to purchase Nutanix hardware and software to complete the server refresh from Freeit Data Solutions. This purchase will replace out of support server hardware with new Nutanix hardware as well as provide software upgrades, failed hardware replacements, and technical support for five (5) years. The refresh will allow for growth of our environment as well as provide continuity of Enterprise and Public Safety systems and applications that support day-to-day operations.

All items will be purchased through the following cooperative agreements.

- State of Texas Department of Information Resources
- Contract #: DIR-CPO-4444

- State of Texas Department of Information Resources
- Contract #: DIR-CPO-4696

The City maintains an executed Interlocal Agreement with above the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:
If the purchase is not authorized, critical infrastructure components may experience significant unexpected outages due to hardware failure and performance degradation. These failures increase the risk of unplanned-unexpected outages resulting in a non-predictable and unstable platform. Council may reject the purchase and direct staff.

Financial Considerations:
Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be

committed at he issuance of a purchase order.

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase as recommended.

Freeit™
DATA SOLUTIONS

TAX ID#: 27-2209002
Term: NET 30
FOB: Destinatic

City of Celina
Alden Gleason
142 N Ohio St
Celina, TX 75009
Ph: (469) 406-6398
agleason@celina-tx.gov

Quote Number: 1172161321
Quote Date: 5/19/2022
Expiration Date: 6/18/2022

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spink
(512) 818-9650 Leslie@freeitdata.co

Qty	Part Number	Description	Unit Price	Ext Price
Nutanix - 5yr Term with Freeit Networking & Power Hardware				
Hardware/Software - DIR-CPO-4444				
5	NX-8155-G8-5317-CM	NX-8155-G8, 1 Node; 2x Intel Xeon-Gold 5317 processor (3 GHz/ 12-core/ 150W, Ice Lake) per node 16 x 32GB Memory Module (3200MHz DDR4 RDIMM) 4 x 6 TB 3.5" HDD 2 x 3.84 TB SSD 1 x Intel 10GbE, 4-port NIC (Intel X710-DA4); transceiver not included 2 x 2000 W Power supply unit 2 x C13/C14, 15A, 4ft Power cord	$14,785.04	$73,925.2(
1	SW-AOS-ULT-PRD	Subscription, Acropolis (AOS) Ultimate Software License & Production Software Support Service	$226,667.92	$226,667.9
120	L-CORES-ULT-PRD	Subscription, Acropolis (AOS) Ultimate Software License & Production Software Support Service for 1 CPU core	$0.00	$0.0(
35	L-FLASHTiB-ULT-PRD	Subscription, Acropolis (AOS) Ultimate Software License & Production Software Support Service for 1 TiB of flash	$0.00	$0.0(
120	SW-PRS-ULT-CORE	Prism Ultimate software license subscription for 1 CPU core	$411.44	$49,372.8(
40	SW-FILES-AOS-1TiB-PRD	Subscription, Files Software License for Acropolis (AOS) Clusters only & Production Software Support Service for 1 TiB of File data **Subscription Period Duration:** 60 Months	$1,784.17	$71,366.8(
Support - DIR-CPO-4444				
5	S-HW-MCW	24/7 Mission Critical Level HW Support for Nutanix HCI appliance **Support Period Duration:** 60 Months	$3,154.47	$15,772.3
Hardware - DIR-CPO-4696				
2	FDS-SRTL3KRM1UNC	SMART-UPS SRT LITHIUM-ION PERP 3000VA 120V WITH SMARTCONNECT	$6,588.94	$13,177.8
4	FDS-SRTL50RMBP1U-LI	SMART-UPS ULTRA 1U RM PERP LITHIUMION BATTERYPACK	$3,335.40	$13,341.6(
2	FDS-AP9560	PDU NEMA L5-30P BASIC RM PERP 10X5-20R 120V	$349.60	$699.2(
2	FDS-DCS-24P-R	24-Port Switch	$2,209.15	$4,418.3(

List Total:	$1,016,142.6
DIR Discounted Total:	$923,085.4
Shipping and Tax not applicable:	$0.0
Additional Discount:	($454,343.4(
Grand Total:	$468,742.0

Customer Signature of Acceptance **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/dir-cpo-4444 and https://dir.texas.gov/contracts/dir-cpo-4696 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Attachment: 1172161321 Celina - NX-8155 5n5yr+HW - 20220519 (Server Hardware Refresh)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Amy Alexander, Director of Information Technology
Date:	June 14, 2022
Re:	Audio/Visual Equipment for PW Improvements Phase 1

Action Requested:
Consider and act to purchase Audio Visual Equipment for the Public Works expansion from Visionality through a cooperative contract with TIPS in an amount not to exceed $94,493.07. (Berry)

Background Information:
Staff requests authorization to procure audio-visual equipment for the Public Works service center improvements (phase 1). Equipment will include televisions/monitors, control, wiring, microphones and digital signage. The items will be purchased through the following cooperative agreement.

- The Interlocal Purchasing System (TIPS)
- Contract #:200904

The City maintains an executed Interlocal Agreement with above the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at he issuance of a purchase order.

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase as recommended.

Celina Public Works Remodel

4/11/2022

Prepared for:

Celina, City of

Alden Gleason

VISIONALITY

DESIGNS THAT COMPUTE
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

KR041122A-01

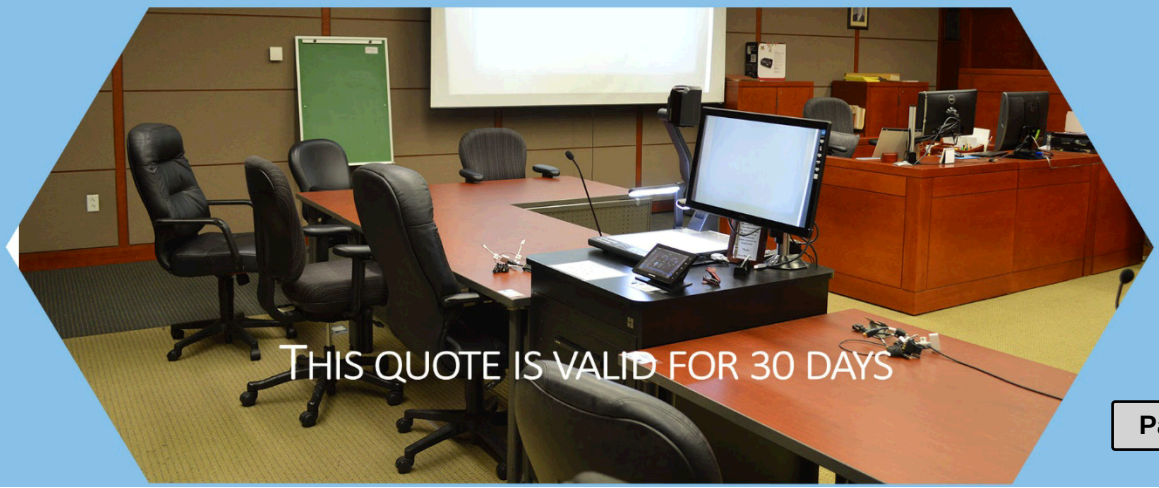
Korbin Reeves

Technology Consultant

korbin@visionality.com

(972) 598-1727

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)



THANK YOU FOR ALLOWING VISONALTY TO SUBMIT THIS PROPOSAL

Visionality has over a quarter century of experience as a provider and integrator of audiovisual systems for business, education, government and healthcare. We take the time to consult with each customer to ensure that we are designing and implementing a custom solution to meet their needs. We also provide support and training to ensure that the systems are working properly, and the staff understands how to get the most out of them.

We carry all the major manufacturers including Cisco, Polycom, LifeSize, Crestron, Extron, AMX, Vidyo and many more. We can also recommend all of the ancillary systems and equipment necessary to achieve the level of telepresence needed to meet the needs and budget of our customers, such as displays, projectors, screens, furniture, etc.

We take our customers needs seriously. We have tried to capture your needs in this proposal and turn those needs into a working system. If you have any questions or need changes more closely meet your needs, We are always here to serve you.



Howard Barnett, President Visionality

STATEMENT OF CONFIDENTIALITY

This proposal is the work product of Visionality - Designs That Compute (DTC), and as a result remains the property of Visionality-DTC. This proposal has been given to **Celina, City of** for the express interest of offering products and services to **Celina, City of**. The particulars of this proposal must remain confidential between the personnel of **Celina, City of** and Visionality-DTC. This proposal may not be offered to others without the express written consent of Visionality-DTC.

CORPORATE MISSION

Visionality partners with its customers. Our goal is to enable a communication between the customer and DTC to enhance the relationship and produce a result which meets or exceeds the needs of our customers.

Visionality was founded in 1985 and has been at the forefront of technological development. We are an Audio Visual integrator with an emphasis on video communications. Visionality has aligned with the leading manufacturers in the industry, enabling us to provide our customers the latest advancements in the industry at competitive prices. Visionality primarily focuses on its customer's needs. We work closely with our customers to examine the particular need of each customer and then design the best possible solution for their application.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

OUR VALUE PROPOSITON:

VISONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visionality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Celina, City of. This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visionality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed certification tests in audio visual systems. Further, our personnel hold certifications in many Audio Visual manufacturers' equipment.

HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

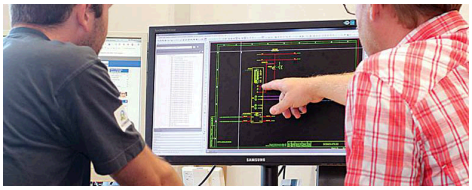
OUR PROCESS

FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE



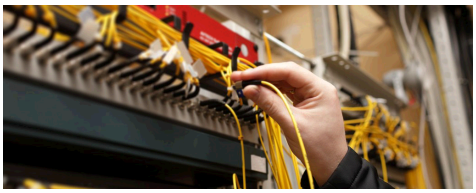
CONSULTATION

Visionality believes that each customer is unique, and therefore each design should be unique. For this reason, Visionality conducts a thorough consultation with each customer to ensure that we understand their individual needs and the layout and unique properties of the location in which the audiovisual technology will be used.



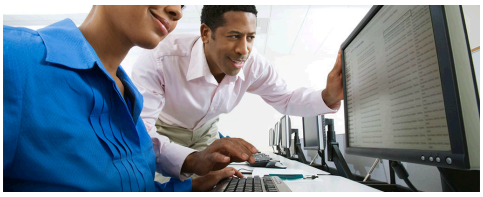
DESIGN

Armed with the knowledge of the customer's needs and the environment in which it will be used, Visionality will create a tailored design that will allow for the optimal use of the technology. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



IMPLEMENTATION AND PROGRAMMING

Once the design has received customer approval, our well-trained implementation team will make the design a reality. They will ensure that all of the equipment is installed according to the design specifications. Our programers will make sure that the software works properly and to the customer's satisfaction.



TRAINING

Training is a very important component to the success of a project, and Visionality will ensure that the customer has the proper training needed to get the most out of their new equipment and software. We will answer any questions, and provide documentation and training guides when necessary.



SERVICE

Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

References

	The City of Plano Visionality has been a valued partner of The City of Plano as they look to standardize and modernize their AV Systems across the city. Conference Room, Training, and Multi-Space Systems. Over 500k in projects recently.	**Gavin Metoyer** The City of Plano 972-941-5151 gmetoyer@plano.gov
	Kiamichi Technology Centers Visionality has recently completed several AV projects for COC. These projects range from computer labs, divide/combine classrooms, seminar spaces, and large presentation spaces.	**Larry Cravens** Kiamichi Technology Centers 918-465-2323 lcravens@COC.edu
	Dallas County Visionality has completed and is in the process of working on various projects with the Dallas County Courts System. Visionality has completed over 3 million plus of AV Projects with Dallas County over the last 3 years.	**Jorge Garcia** Dallas County Courts AV Specialist 214-502-0576 Jorge.garcia@dallascounty.org
	Texas A&M Central Texas. Visionality has completed various projects recently for TAMUCT from lecture halls, classrooms, and conference rooms with over 900k in the last 2 years.	**Scott Chambless** Assoc. Director of Academic Technology Services 254-501-5885 schambless65@tamuct.edu
	Region 7 ESC Visionality has completed a variety of AV projects in the past and is currently completing projects for ESC 7 including updates and Divide/Combine spaces with over 500k in the last 2 years.	**Steve Vaughn** Region 7 ESC Associate Director of Technology 903-988-6922 svaughn@esc7.net

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Introduction

City of Celina
Public Work Remodel AV Systems

Life Connected.

Executive Summary:

Visionality (VIS) has been requested to provide a proposal for the City of Celina's (COC) Public Works Remodel AV Project in Celina, TX.

The intent of the proposal is to provide systems that will provide updated Audio Visual (AV) Technology, reliable system operation, and ease of use for anyone using the spaces outlined below.

Careful consideration was taken in choosing the equipment for each space so that the investment made by COC will provide a long term return on that investment.

Although the equipment for each space is not identical, the user interface and system function in each is consistent from space to space. Learning to use the system in one space translates to a solid understanding of how to use the system in the other spaces.

Visionality presents the following proposal for programming, supply of required equipment listed herein, and installation of a commercial audio video system

This document defines the role of Visionality and establishes a basis of agreement engaging Visionality in the delivery of the systems for all named locations and the equipment provided in the detailed quotes herein.

The acronym OFE as referenced in this document refers to "Owner Furnished Equipment", meaning equipment provided by COC or others. All electrical power, network connections, backing/support for displays/projectors, and network wiring required for proper operation of the equipment listed herein is to be provided by COC or others unless specified. All required in-wall boxes provided by VIS and installed by COC unless specified. All required conduit and floor boxes provide by and installed by COC or others unless specified. Any modifications to OFE or new Furniture provided by COC or others. Cable and/or Satellite Feeds along with OFE Cable/Satellite Boxes provided by COC or others. Soft-codec video conferencing software is provided by, installed by, managed by, and serviced by COC. All required network switches and network software modifications provided by COC.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Training and Crew Staging Room 134 AV Designed Functionality:

Room Overview:

Audio-Visual (AV) Connections:

This Space is provided with the following AV Connections:

- Two (2) Wall Plate HDMI Connections.
- One (1) Wireless Presentation Device Connection.
- One (1) Unified Communications Device Connection.
- Three (3) Digital Signage Players Connections.

Display System:

The display system in this room consists of eight (8) 75" 4K Displays mounted in locations shown on the construction drawings.

Video System:

The video system will allow for seamless switching between the connected sources listed above to the displays in the room. The displays can be sent the same signal or different signals can be sent to each display depending on the system configuration.

Video Conferencing System:

Video conferencing in the room is provided by one (1) Unified Communications Device (UCD), one (1) Digital Signal Processor (DSP), one (1) PTZ Camera, and two (2) Ceiling Microphone Arrays. The UCD provide a native connection to Teams Soft Codec Video Conferencing Services.

Control System:

The user interface in the room is provided by one (1) Wall Mounted 10.1" Touch-Screen.

Sound Reinforcement and Audio System:

Sound Reinforcement in the room is provided by one (1) Wireless Handheld Microphone and one (1) Wireless Transmitter with Over the Ear Microphone. Audio in the room is provided by eight (8) in-ceiling speakers and one (1) multi-channel amplifier.

Credenza Rack System:

One (1) Two-Bay Credenza with equipment rack will be provided to house the majority of the AV equipment.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Systems Detail:

Display System:

- Visionality will provide, program, and install eight (8) Sony 75” 4K Displays used for video playback in the room. These displays provide a reliable control interface when paired with a Crestron control processor. *The required electrical outlet and proper wall support for this device to be provided by COC.*



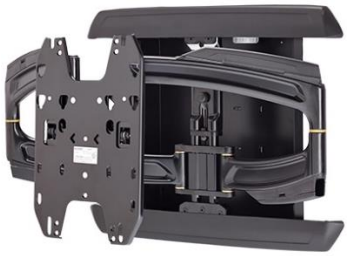
Image: Sony 75” Display

- Visionality will provide and install one (1) Chief Manufacturing Thin Swing Arm Mount for the display to be mounted over the AV Credenza Rack. This flexible mount will allow for effective and efficient service of the equipment mounted behind the device.

- Visionality will provide and install seven (7) Chief Manufacturing Thin Stall mounts for seven of the displays in the room. These devices when paired with the 75” display and in-wall boxes will provide ADA Compliance for the wall mounted displays.

- Visionality will provide and COC or others install eight (8) Chief Manufacturing In-Wall boxes with one (1) installed behind each display. *The required electrical outlet for this device to be provided by COC.*





Images: Chief Thinstall Mount and Articulating Mount

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Room 134 Continued…..

Video System:

- Visionality will provide and install one (1) Crestron DM NVX AV over IP System with the following devices used to either encode AV sources into the system or decode those AV sources in the system for video and audio playback in the room. This system allows for any connected source to be viewed on any the connected displays through use of the included Crestron Wall Mounted Toch-Sceen.
    - Four (4) DM NVX Encoder Cards will be used to encode connected AV Sources in the equipment rack into the video system.
    - One (1) DM NVX Encoder will be used to encode UCD into the video system.
    - Two (2) DM NVX Encoder Cards with DM Lite inputs will be used to encode the connected AV Signals from the HDMI Wall Plates in the system.
    - Two (2) DM NVX Decoder Cards will be used to decode AV signals for the Air Media and the DSP in the equipment rack.
    - Nine (9) DM NVX Decoders will be used to decode AV Signals for the eight (8) Displays and the UCD.

- Visionality will provide and install one (1) Crestron Air Media Wireless Presentation Device. This device provides wireless presentation in the room via OFE laptops and mobile devices connected to the same network as the Air Media device. One (1) COC Active and Directly Connected LAN Port with PoE+ is required for this device.

- Visionality will provide and install two (2) Crestron HDMI Wall Plate connections at locations determined by COC. These devices allow for wired HDMI Connections from OFE Laptops.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Room 134 Continued…..

- Visionality will provide, program, and install three (3) Vivitek NovoDS-4K Digital Signage Players. These devices can play the same or different content. These players provide flexible and easy to create layouts along with the ability to schedule different content to display at different times of the day. Each player can be managed from a centralized location on the same network as the players. The players will require an active PoE+ network connection provided by COC. Each player comes with a three (3) NovoDS Cloud Subscription.



Image: Vivitek Digital Signage Player

Video Conferencing System:

- Visionality will provide, program, and install one (1) Crestron Unified Communications Device (UCD) kit that provides a video conferencing solution for the room based on a Native Microsoft Teams software. This system will interface with the PTZ Camera and Microphones in the space via a USB connection to the DSP so that these devices can be used for conducting Microsoft Teams sessions in the room. This device also includes a 10.1 touch-screen that will be used for Microsoft Teams sessions as well as overall control in the space.

- Visionality will provide, program, and install one (1) QSC Q-SYS Core 8 Flex Digital Signal Processor (DSP). This device provides advance switching and mixing of the Audio, Microphone, and Video Conferencing Signals in the room. This device allows content audio to be professional mixed with microphone and video conferencing audio while also allowing audio to be distributed to the in-ceiling speakers in the space. This device also provides the USB connection between the DSP and the UCD so that the PTZ Camera and Microphones in the room can used for Microsoft Teams sessions.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Room 134 Continued…..

This device provides Acoustic Echo Cancellation (AEC) that removes naturally occurring echoes from Video Conferencing Calls. Independent level control will be provided for controlling overall audio, video conferencing audio, and microphone audio levels in the system.

Visionality will provide professional audio tuning in the room using the software interface provided by this device.

Device Inputs

1. Content Audio
2. Dante Wireless Microphone Audio
3. Dante Ceiling Microphone Arrays Audio
4. Far-End Video Conferencing Audio from the UCD

Device Outputs

1. Speakers
2. Near-End Video Conferencing Audio from the UCD

- Visionality will provide, install, and program one (1) QSC Q-SYS PTZ Camera used to capture the audience during Microsoft Teams Sessions. This PTZ Camera will be controlled by the 10.1" Wall Mounted Touch-Screen.



Image: QSC PTZ Camera

- Visionality will provide, program, and install two (2) Shure MXA910 Intellimix Ceiling Array Microphones for use in Microsoft Teams video conferencing sessions. These specialized microphone arrays deliver speech that's naturally intelligible, providing widespread coverage for video conferencing needs of all sizes. This device allows for free movement and various seating arrangements in the room without the need for wires. These devices are shared via Dante Audio with the DSP.

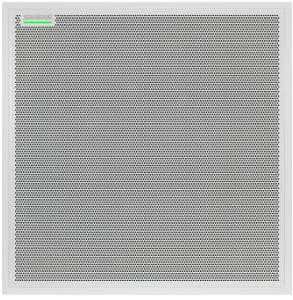


Image: Shure Ceiling Microphone Array

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Room 134 Continued…..

Control System:

- Visionality will program one (1) Crestron 4-Series Control Processor.

  This device will provide the following control:
  - **One Button System On**
  - **One Button AV Source Selection and Switching**
  - **Matrix Control of Video Sources to Displays**
  - **Individual Displays On/Off Control and Feedback**
  - **Volume Control Up/Down/Mute**
  - **Microphone Volume Control Up/Down/Mute**
  - **PTZ Camera Control Up/Down/Left/Right, Zoom In/Out**
  - **PTZ Camera Presets – Five (5) Presets**
  - **Automatic System on via wired HDMI connection with active Laptop.**

- Visionality will provide, program, and install one (1) Crestron 10.1" Touch-Screen that will be used as the User Interface for both Microsoft Teams Sessions and User Control of the room. This device will provide both easy to use basic system control along with advanced system control and setup for unique use scenarios.

Sound Reinforcement and Audio System:

- Visionality will provide, install, and program one (1) Shure Wireless Microphone System with one (1) Wireless Handheld Microphone, one (1) Wireless Transmitter with Over the Ear Microphone, one (1) Wireless Transceiver, and one (1) Charging Stations. The Wireless Microphones will be used for both Sound Reinforcement in the room as well as Microphones for Microsoft Teams Video Conferencing Sessions.



Images: Shure Wireless Microphones

- Visionality will provide and install eight (8) Crestron In-Ceiling Speakers for audio playback in the space.

- Visionality will provide and install one (1) Crestron Multi-Channel Amplifier to provide power to the in-ceiling speakers in the space.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Room 134 Continued…..

Credenza Rack Sytem:

- Visionality will provide and install one (1) Middle Atlantic Credenza with AV Rack used to provide housing of the majority of the AV Equipment in the room along with providing ADA compliance for the display located above the Credenza. The display above the Credenza requires more room behind the display because of the mounting of the UCD. A sliding shelf will also be provided inside the Credenza to provide a location for storing wireless microphones on the microphone charger.





Images: Middle Atlantic Credenza

Cable Adapter Rings:

- Visionality will provide two (2) Kramer HDMI Adapter Rings for the room that provide cable adapters for Mini Display Port to HDMI, Display Port to HDMI, USB C to HDMI, and Min HDMI to HDMI. These devices can secured to the in-room HDMI cables so that they doesn't easily disappear.



Image: Kramer HDMI Adapter Ring.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Meeting Room 109 AV Designed Functionality:

Room Overview:

Audio-Visual (AV) Connections:

This Space is provided with the following AV Connections:

- One (1) Tabletop HDMI Connection.
- One (1) Wireless Presentation Device Connection.
- One (1) Unified Communications Device Connection.

Display System:

The display system in this room consists of one (1) 75" 4K Display mounted at the front of the room on the East Wall

Video System:

The video system will allow for seamless switching between the connected sources listed above to the display in the room.

Video Conferencing System:

Video conferencing in the room is provided by one (1) Unified Communications Device (UCD) and one (1) Sound Bar with Camera and Microphone Array. The UCD provide a native connection to Teams Soft Codec Video Conferencing Services.

Control System:

The user interface in the room is provided by one (1) Table Top Mounted 10.1" Touch-Screen.

Table Box System:

One (1) Table Top Box will be provided for use with the conference to provide an HDMI connection, a CAT6 connection for the touch-screen, along with two (2) power outlets.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Systems Detail:

Display System:

- Visionality will provide, program, and install one (1) Sony 75” 4K Display used for video playback in the room. This display provides a reliable control interface when paired with a Crestron control processor. *The required electrical outlet and proper wall support for this device to be provided by COC.*



Image: Sony 75” Display

- Visionality will provide and install one (1) Chief Manufacturing Thin Swing Arm Mount for the display. This flexible mount will allow for effective and efficient servicing of the equipment mounted behind the device.

- Visionality will provide and COC or others will install one (1) Chief Manufacturing in-wall box used to mount the swing arm mount for the display. Using this box and the swing arm mount will provide room for the installation of the UCD behind the display. This will also provide effective and efficient servicing of the device and the devices mounted behind the display. *The required electrical outlet for this device to be provided by COC.*



Images: Chief Swing Arm Mount
and In-Wall Box

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Room 109 Continued…..

Video, Video Conferencing, and Control System:

- Visionality will provide, program, and install one (1) Crestron Unified Communications Device (UCD) kit that provides a video conferencing solution for the room based on a Native Microsoft Teams software. This system will interface with the Smart Sound Bar via a USB connection so that these devices can be used for conducting Microsoft Teams sessions in the room. This device also includes a 10.1 touch-screen that will be used for Microsoft Teams sessions as well as overall control in the space.

- Visionality will provide and install one (1) Crestron Air Media Wireless Presentation Device. This device provides wireless presentation in the room via OFE laptops and mobile devices connected to the same network as the Air Media device. One (1) COC Active and Directly Connected LAN Port with PoE+ is required for this device.

- Visionality will provide and install one (1) Crestron HDMI extender kit the will provide a connection from the HDMI at the table to the HDMI input on the AirMedia device.

- Visionality will provide, program, and install one (1) Crestron 10.1" Touch-Screen (provided with the UCD) that will be used as the User Interface for the room.

- Visionality will provide, program, and install one (1) Crestron UC Video Conference Smart Soundbar with Camera and Microphone Array below the display in the space. This device provides high quality speakers, a high-performance conference speakerphone with an adaptive beamforming microphone array with Acoustic Echo Cancellation (AEC) and an intelligent HD Camera with Genius Framing digital autozoom. This device connects via a USB 3.0 Connection to the UCD for use in Microsoft Teams Video Conferencing Sessions.



Image: Crestron Smart Sound Bar

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Room 109 Continued…..

Table Box System:

- Visionality will provide and COC will install in the OFE Conference Table one (1) Crestron Flip Top Cable Management System Table Box. COC is only responsible for cutting the hole in the OFE table. All other installation of the Table Box is provided by VIS. The box contains one (1) Retractable HDMI Cable, one (1) RJ-45 Cat6 Connection for the table top touch-screen, one (1) Dual Power Outlet insert, and one (1) Under Table Mounting Shelf used for mounting the HDMI Extender Transmitter. *The required electrical outlet for this device to be provided by COC.*



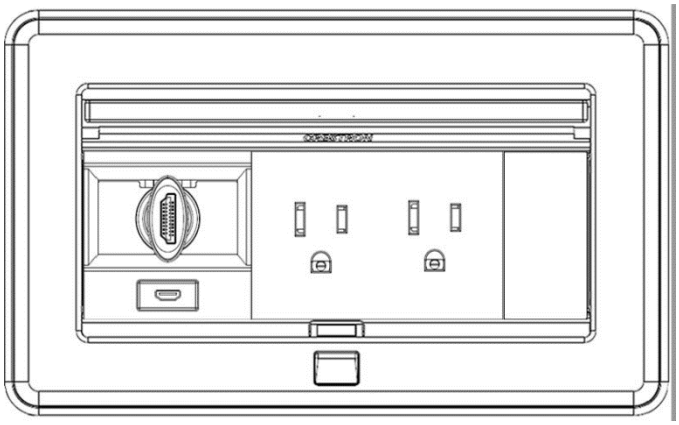


Image: Crestron Table Top Box

Cable Adapter Ring:

- Visionality will provide one (1) Kramer HDMI Adapter Ring for the room that provides cable adapters for Mini Display Port to HDMI, Display Port to HDMI, USB C to HDMI, and Min HDMI



Image: Kramer HDMI Adapter Ring.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

to HDMI. These devices can secured to the in-room HDMI cables so that they doesn't easily disappear.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Here is the quote you requested.

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
	This Quote is produced for the The Interlocal Purchasing System Contract #200904				
	CITY OF CELINA PUBLIC WORKS REMODEL AV SYSTEMS				
	TRAINING AND CREW STAGING ROOM 134				
	DISPLAY SYSTEM				
8.00	FWD75X81CH	75" Commercial 4k Display	$2,389.60	$2,150.64	$17,205.12
1.00	TS525TU	THIN SWING ARM (LARGE)	$711.00	$510.14	$510.14
7.00	LSTU	LARGE FIXED THINSTALL UNIVERSAL	$210.00	$150.68	$1,054.76
8.00	PAC526F	WALL ENC16X16MTI-DPRE/PST INST	$179.00	$128.43	$1,027.44
	VIDEO SYSTEM				
1.00	DMF-CI-8	DigitalMedia™ Card Chassis for DM-NVX-C & DMCF, 8 Slots	$2,200.00	$1,210.00	$1,210.00
4.00	DM-NVX-E30C	DM NVX® 4K60 4:4:4 HDR Network AV Encoder Card	$1,430.00	$786.50	$3,146.00
1.00	DM-NVX-E30	DM NVX® 4K60 4:4:4 HDR Network AV Encoder	$1,430.00	$786.50	$786.50
2.00	DM-NVX-D30C	DM NVX® 4K60 4:4:4 HDR Network AV Decoder Card	$1,430.00	$786.50	$1,573.00
9.00	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder	$1,430.00	$786.50	$7,078.50
2.00	DM-NVX-E760C	DM NVX® 4K60 4:4:4 HDR Network AV Encoder Card with DM® Input	$2,090.00	$1,149.50	$2,299.00
2.00	HD-TX-101-C-1G-	DM Lite® Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, Black Textured	$418.00	$229.90	$459.80
2.00	FP-G1-B-T	Decorator Style Faceplate, 1-Gang, Black Textured	$12.00	$6.60	$13.20
1.00	AM-3200-WF	AirMedia® Series 3 Receiver 200 with Wi-Fi® Network Connectivity	$1,980.00	$1,089.00	$1,089.00
3.00	NovoDS-4K	4K Digital Signage Players	$699.00	$581.25	$1,743.75
3.00	NovoDS Cloud Su	3 Year Cloud Subscription	$150.00	$127.78	$383.34
1.00	GSM4230P-100N	Netgear AV Line 24 Port PoE+ Switch with 300 Watt Budget	$1,715.91	$1,182.50	$1,182.50
	VIDEO CONFERENCING SYSTEM				
1.00	UC-C100-T-WM	Crestron Flex Video Conference System Integrator Kit with a Wall Mounted Control Interface and ASUS® Mini PC for Microsoft Teams® Rooms	$5,134.00	$2,823.70	$2,823.70
1.00	CORE 8 FLEX	Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, VoIP telephony, 8x8	$2,735.00	$2,050.00	$2,050.00

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
		GPIO, 8 AEC processors, Half-size 1RU.			
1.00	NC-12x80	12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	$4,250.00	$3,187.50	$3,187.50
2.00	MXA910W-US	Ceiling Array Microphone	$4,732.00	$4,022.20	$8,044.40
12.00	SW-XIOC-EM	XiO Cloud® Provisioning and Management Service, Endpoint Management License for one room per month.	$6.00	$3.30	$39.60
1.00	UC-FLEXCARE-C	Premium Crestron Flex Support for New C-Series Systems 1 Year	$550.00	$302.50	$302.50
1.00	GSM4248P-100N	Netgear AV Line 40 Port PoE+ Switch with 480 Watt Budget	$3,119.30	$1,988.75	$1,988.75
	CONTROL SYSTEM				
1.00	RMC4	4-Series™ Control System	$1,100.00	$605.00	$605.00
12.00	SW-XIOC-S	XiO Cloud® Provisioning and Management Service, Support License for one room per month	$8.00	$4.40	$52.80
	SOUND REINFORCEMENT AND AUDIO SYSTEM				
1.00	MXWAPT2=-Z10	2-CH ACCESS POINT TRANSCEIVER	$1,708.00	$1,182.50	$1,182.50
1.00	MXW1/O=-Z10	Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini Connector (TA4M) (Includes one SB901 Battery)	$734.00	$506.25	$506.25
1.00	MX153B/O-TQG	Omnidirectional Earset Headworn Microphone, Black	$297.00	$210.00	$210.00
1.00	MXW2/SM58=-Z	Handheld Transmitter with SM58® Microphone (Includes one SB902 Battery)	$716.00	$493.75	$493.75
1.00	MXWNCS2	2-CH NETWORKED CHARGING STATION	$762.00	$526.25	$526.25
1.00	AMP-X300	X-Series Amplifier	$880.00	$484.00	$484.00
8.00	SAROS IC6LPT-W	Saros® Low-Profile 6.5” 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	$308.00	$169.40	$1,355.20
	CREDENZA RACK SYSTEM				
1.00	C5-FF27-2	C5 FURN FRAME27D2 BAY	$2,593.00	$1,633.59	$1,633.59
1.00	C5D-SRSR12	12SP SRSRFOR C5-D SERIES	$1,003.00	$631.89	$631.89
1.00	C5-ARB27	27DC5 ADJ RAIL BRKT	$104.00	$65.52	$65.52
4.00	EVT1	1SP FLANGED ECONO VENT	$19.00	$11.97	$47.88
3.00	U1V	1SP VENTED UTILITY SHELF	$73.00	$45.99	$137.97
1.00	U2V	2SP VENTED UTILITY SHELF	$97.00	$61.11	$61.11
1.00	RLNK-915R	15A9 OUTIP CTRL POWER	$590.00	$371.70	$371.70
	REQUIRED CABLING				
1.00			$3,497.50	$2,227.26	$2,227.26
	PROFESSIONAL SERVICES AND PROGRAMMING FOR DSP and CONTROL SYSTEM				

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
1.00			$5,817.00	$3,781.12	$3,781.12
		INSTALLATION, TESTING, AND TRAINING			
1.00			$10,695.08	$6,790.99	$6,790.99
MEETING ROOM 109					
		DISPLAY SYSTEM			
1.00	FWD75X81CH	75" Commercial 4k Display	$2,389.60	$2,150.64	$2,150.64
1.00	TS525TU	THIN SWING ARM (LARGE)	$711.00	$510.14	$510.14
1.00	TA500	THINSTALL IN-WALL BOX- LARGE TS525/TS325	$383.00	$274.80	$274.80
1.00	TA500HWKIT3	TA500 FINAL INSTALL HW & TRIM KIT	$96.00	$68.88	$68.88
1.00	TA500HWKIT2	TA500 TS MOUNT BRACKETS & HW KIT	$133.00	$95.43	$95.43
1.00	TA500HWKIT1	TA500 IN-WALL ENCLOSURE INSTALL HW KIT	$48.50	$34.80	$34.80
1.00	CSMP9X12	PROXMOUNT PLATE9X12	$57.00	$40.90	$40.90
		VIDEO, VIDEO CONFERENCING, AND CONTROL SYSTEM			
1.00	UC-B30-T	Crestron Flex Small Room Conference System with Video Soundbar and ASUS® Mini PC for Microsoft Teams® Rooms	$6,416.00	$3,528.80	$3,528.80
1.00	AM-3200-WF	AirMedia® Series 3 Receiver 200 with Wi-Fi® Network Connectivity	$1,980.00	$1,089.00	$1,089.00
12.00	SW-XIOC-S	XiO Cloud® Provisioning and Management Service, Support License for one room per month	$8.00	$4.40	$52.80
12.00	SW-XIOC-EM	XiO Cloud® Provisioning and Management Service, Endpoint Management License for one room per month.	$6.00	$3.30	$39.60
1.00	UC-FLEXCARE	Premium Crestron Flex Support for New M, MM, B, or R-Series Systems 1-year	$350.00	$192.50	$192.50
1.00	HD-TX-101-C-E	DM Lite® Transmitter for HDMI® Signal Extension over CATx Cable	$364.00	$200.20	$200.20
1.00	FP-G1-B-T	Decorator Style Faceplate, 1-Gang, Black Textured	$12.00	$6.60	$6.60
1.00	HD-RX-101-C-E	DM Lite – HDMI® over CATx Receiver, Surface Mount	$364.00	$200.20	$200.20
1.00	GS108PP-100NA	8 Port PoE+ with 120 watts	$218.38	$142.35	$142.35
		TABLE BOX SYSTEM			
1.00	FT2-202-MECH-P	FlipTop™ FT2 Series Cable Management System, 202 Size, Mechanical, Pass-Through Lid, Black	$352.00	$193.60	$193.60
1.00	FT2A-CBLR-GR-4	Gravity Cable Retractor for FT2 Series, HDMI® to HDMI, 18 Gbps	$330.00	$181.50	$181.50
1.00	FT2A-PWR-US-2	AC Power Outlet Module for FT2 Series, Dual, US NEMA 5, Type B, w/2 Under-Table Outlets & Cord	$166.00	$91.30	$91.30

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
1.00	FT2A-CBL-PT-CAT	Pass-Through Cable for FT2 Series, RJ-45 to RJ-45, CAT6, 8 ft (2.4 m)	$88.00	$48.40	$48.40
1.00	FT2A-PLT-PT-10	FlipTop™ FT2 Series Cable Management System Cable Pass-Through Plate Modules, Qty. 10	$88.00	$48.40	$48.40
1.00	FT2A-UTK-CLOAK	Under-Table Cloak for FT2 Series Gravity Cable Retractors	$88.00	$48.40	$48.40
1.00	FT2A-UTK-SHELF	Under-Table Utility Shelf for FT2 Series	$88.00	$48.40	$48.40
		REQUIRED CABLING			
1.00			$785.75	$497.28	$497.28
		PROFESSIONAL SERVICES AND PROGRAMMING FOR DSP and CONTROL SYSTEM			
1.00			$1,622.25	$1,054.48	$1,054.48
		INSTALLATION, TESTING, AND TRAINING			
1.00			$5,279.08	$3,290.39	$3,290.39

Total List	$140,443.15
Total Discount Price	$94,493.0
Shipping	$0.0
Sales Tax	$0.(
Grand Total	**$94,493.0**

Notes:

Please contact me if I can be of further assistance.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price

Visionality has based this proposal on information provided by the customer and/or information that Visionality has discovered while on the customer site. To this extent the proposal is limited to this information. There may be factors that were hidden or not disclosed to Visionality at the time this quote was generated. Visionality retains the right to modify the proposal based on those factors.

Unless otherwise noted, all equipment furnished by the customer (CFE) that is to be integrate within this proposal is assumed to be in good working order loaded with the latest software release. If the proposal relies on existing wiring, pathways, or conduit, they are all assumed to be working correctly and as per diagram. Regardless, any issues in integrating the (CFE) or using existing structure provided by the customer will be billed on a time and material basis.

Responsibilities *(Unless otherwise specified above)*

Visionality Obligations

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visionality will provide drawings that call out power and network locations, which must be installed prior to installation.
- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

Company/Customer Obligations

The following items shall be provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions must be present and hot at time of installation (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- "Hard Points" for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current sructures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
    - For Displays other than video walls, Visionality will provide backing and blocking.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
- Security and Safety
    - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
    - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects need to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
    - Computer Network jacks are to be tested with information for connection readily available.
    - Firewalls and routers will be confirured with proper ports opened .

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

  - Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
  - Adequate bandwidth will be provided for the equipment chosen.
- IT staff will be available during the installation process if there is a connectivity issue
- Customer will assure that any customer furnished equipment is in working order.
- For maintenance purposes, customer will work with Visionality to create a mutually acceptable method that will allow remote access to installed equipment.

Project Management Procedures

Each entity will appoint one designee as the prime project manager. These two people will ensure that the products are installed the way the project was envisioned. Any problems need to be funneled through these persons. For example, if there is a change in the room layout, this should be discussed between the two project managers and a change order written.

Status Reviews. Project implementation is taken seriously at Visionality. A weekly status meeting with management is held during all phases of the implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) prior to the onset of installation. During the installation process, Visionality Project management will be available daily to discuss the status and needs of the installation with the customer designated representative.

Payments. Payment for the goods delivered is due when goods are shipped to site. If customer delays installation after goods have been ordered, customer will pay for goods and any shipping charge required to get goods to site, or customer will pay for goods and storge fee. Payment for installation is due when the installation is substantially complete. That is all work has been done and the equipment is operational. However there may be some tasks remaining (e.g. bug list).

Change Orders. All change orders must be submitted in writing from the customer designee to the Visionality project manager. If such a change is a material change of scope either in parts or labor, the project manager will provide an estimate of the change in price. Visionality will proceed with this change when the change order has been completed and approved by both parties.

Integration, Commissioning, and Sign-Off:
Prior to Visionality programming, Visionality will meet with the customer's designated personnel to review the touchpanel and system operation. Additional feature requests beyond those scoped in this document and accepted during this meeting will require a change order.

A required walk-through with the customer's designated personnel will occur the day before commissioning completion, to evaluate system performance, create bug lists, and establish a final sign-off punchlist.

A final walk-through with customer's designated personnel will occur upon completion for final sign-off. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Terms and Conditions

Disclaimers

Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

Limitations

The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

At times, the goods and services in this proposal may be purchased by a government entity under a specific purchasing contract and that contract may have a clause which conflicts with this clause. In that case the terms of the purchasing contract will take precedence.

Statement of Confidentiality

This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC unless otherwise required by law. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with the Texas Public Information Act (TPIA) and the Freedom of Information Act. If there is a request for this document the customer will take ll necessary steps to defend the confidentiality of the document, including an appeal to the Office of the Attorney General and also make a good faith attempt to inform DTC that their proprietary information is being requested from the governmental body.

Installation (if applicable)

Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; free access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

Product Returns

DTC does not accept product returns unless defective and only for replacement.

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Non-Solicitation.

Customer agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement or Last Date of Service on this Agreement, whichever comes later, Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Design That Compute's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Designs That Compute, either for the customer or any other person or entity. Should the Customer infringe on this, it will be seen as a referral of the employee and the client agrees to pay Designs that Compute a one-time referral fee of two hundred (200) percent of the candidates total annual starting compensation with a minimum referral fee of fifty-thousand dollars ($50,000). Should the employee be hired as an hourly their annual compensation will be calculated at two thousand (2,000) times their hourly rate. Referral Fees will be invoiced immediately upon hiring of an employee by the Customer and will be due net thirty (30).

Payment Terms

Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that many delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

Non-Taxable Entities

Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

Attachment: KR041122A-01 (AV Equipment - PW Remodel, phase 1)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Kim Brawner, Assistant City Manager
Date:	June 14, 2022
Re:	Law Enforcement Center Building Design, Amendment 1

Action Requested:
Consider and act to authorize Amendment 1 for additional design services to the Law Enforcement Center with Brinkley Sargent Wiginton Architects in an amount not to exceed $288,327.00. (Berry)

Background Information:
On October 12, 2021 Council authorized the award of a contract with Brinkley Sargent Wiginton Architects for the design of the new Law Enforcement Center building. This request is for amendment 1 to the original agreement. The amendment includes additional schematic design.

Amendment 1, exceeds $50,000 and by statute requires Council authorization.

Alternatives:
Council may reject the change order and direct staff.

Financial Considerations:
Funding is available through bond funds.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Amendment 1

Staff Recommendation:
Authorize the Amendment 1

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Celina Police Building

AGREEMENT INFORMATION:
Date: June 10, 2021

AMENDMENT INFORMATION:
Amendment Number: 001
Date: April 25, 2022

OWNER: *(name and address)*
City of Celina
142 N. Ohio Street
Celina, TX 75009

ARCHITECT: *(name and address)*
Brinkley Sargent Wiginton Architects, Inc.
5000 Quorum Drive, Suite 600
Dallas, TX 75254

The Owner and Architect amend the Agreement as follows:
Civil Engineering Services

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Civil Engineering

A. Additional construction administration site visits: $2,500

B. Additional monumentation to surveying services: $2,375

Total Additional Civil Services: **$4,875**

A/E Basic Services

Per Contract Exhibit C, second paragraph, "The initial Construction Budget is set at $13,743,115 for contractual purposes. Basic Service Fee represents 8% of Construction Budget. This budget may be adjusted from time to time by Owner authorization. **Basic Service Fee will be adjusted based upon final approved Design Development estimate**" (Exhibit C)

$13,743,115	Original Construction Budget
$19,546,544	Schematic Design Budget
$ 5,803,429	Budget Increase
$ 1,785,280	Credit Schematic Inflation Increase
$ 675,000	Credit Landscape Increase
$ 3,343,149 @ 8%	= $267,452

Note: The final Disign Development Phase Construction Budget is $27,628,729. This represents an $8,082,185 increase from the approved Schematic Design Budget. No A/E Basic Services Fee increase is requested due to the increase not impacting Basic Service Scope of Work beyond Structural Engineering efforts.

Total Additional A/E Basic Services: **$267,452**

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User Notes:

Attachment: Amendment 1 - Police Building (Police Building Design Amendment 1 (law enforcement center))

Structural Engineering

L.A. Fuess Partners Additional Services Request (Exhibit A)

Site Work Scope	
Component 1	$17,000
Component 2 & 3	$ 5,000
Component 4	$ 4,000
Total Additional Structural Services:	**$26,000**

Cost Estimating

Cost Estimating / V.E. - Services Not Required at Conclusion of Design Development Phase

Total Cost Estimating Services Credit:	**($10,000)**

Fee Recapitulation:

Civil	$ 4,875
BSW	$267,452
Structural	$ 26,000
Cost Estimating	$(10,000)
Total Fee Increase	**$288,327**

Schedule Adjustment:
N/A

SIGNATURES:

Brinkley Sargent Wiginton Architects, Inc.	City of Celina
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Harold E. Sargent, AIA, President	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE	**DATE**

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User Notes:

L.A. FUESS PARTNERS
Structural Engineers

Additional Services Request

Date: April 14, 2022

To: Greg Read, AIA
Brinkley Sargent Wiginton Architects
5000 Quorum Dr, Ste 600
Dallas, Texas 75254-7019

Project: **Celina Police Building**
Celina, TX

Site Work Scope

Scope of site work is anticipated to be comprised of 4 components:

- **Component 1**: At Public entry of Police Building, 2 planter walls each comprised of approximately 210 linear feet of cast in place concrete walls clad with masonry/stone veneer. In addition, soil supported cast in place concrete tiers and steps will be integral with southern planter wall component.
- **Component 2:** Wall on north side of site along Punk Carter is comprised of a solid element integrated with gated access at the northwest side of the site. The wall is anticipated to be asingle pier elements at 15' to 20' on center with a continuous grade beam supporting a brittle wall material such as a masonry veneer.
- **Component 3:** Gated access on the southeast side the site south of the Police Building is planned with a solid wall element anticipated to be similar to Component 2.
- **Component 4:** The mechanical yard is enclosed by approximately 236 linear feet of shallow foundations supporting an approximately 8'-0" tall galvanized structural steel screenwall and premanufactured louver system. Design of screenwall system is still to be determined.

Additional Fee Requested:

Original Contract Amount	*$ 98,000*
Component 1	*$17,000*
Component 2 & 3	*$5,000*
Component 4	*$4,000*
Total Amount of Request	*$26,000*
Proposed Total Contract Amount	*$124,000*

Please call if you have any questions concerning this request; or kindly return a signed copy for our files.

Yours truly,
L.A. FUESS PARTNERS Structural Engineers

Marcos D. Zamora, P.E.
Principal

LAFP Job No. 21265

Approved: _____ Date: _____

Dallas: 3333 Lee Pkwy
Ste 300, Dallas TX 75219
214.871.7010

Boston: 211 Congress St
Ste 810, Boston MA 02110
617.948.5700

Austin: 8200 N. Mopac Expy
Ste 130, Austin TX 78759
512.505.8722

Attachment: Amendment 1 - Police Building (Police Building Design Amendment 1 (law enforcement center))

EXHIBIT C

CELINA POLICE BUILDING

SERVICES AND COMPENSATION

BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

BASIC A/E SERVICES: FEE $1,099,449

Architectural, Structural Engineering (Ref. Exhibit G), and Mechanical, Electrical and Plumbing Engineering Services (Ref. Exhibit H). Fees to be billed monthly by percent complete of each phase as follows:

Schematic Design Phase	20%
Design Development	25%
Construction Document Phase	30%
Bidding Phase	5%
Construction Administration Phase	20%
Total	100%

The initial building construction budget is set at $13,743,115 for contractual purposes. Basic services fee represents 8% of construction budget. This budget may be adjusted from time to time by Owner authorization. Basic Services Fee will be adjusted based upon final approved Design Development Estimate. The Architect will receive no adjustment following the Final Design Development fixed fee should the actual accepted construction bid vary from the budget and subsequently be approved by the Owner.

NOTE: Construction is anticipated to last 14 months (Ref. Exhibit A4). Project meetings will occur every 2 weeks. Should construction proceed beyond 16 months, through no fault of the Architect, the Architect reserves the right to request additional services from the client based upon a per month fee of $15,700.

SUPPLEMENTAL SERVICES INCLUDED AS PART OF SERVICES TO BE PROVIDED:

1. Civil Off-Site Services
   Services will be provided to City under separate Contract.

2. Civil Surveying Services: Fee $28,000
   Site Topographical Survey, Site Boundary Determination, Preliminary and Final Plat. (Ref. Exhibit J)

3. Civil Engineering On-Site Services: Fee $108,350
   Services include grading, drainage design, site utilities, paving and dimensional control, erosion control, specifications, and construction administration. Architectural coordination (10%) (Ref. Exhibit J)

4. Accessibility Consulting Services: Fee $2,662
   Review of project to meet Texas Accessibility Standards (TAS). Review of design development documents by state approved firm for conformance to TAS requirements. Development of a substantial completion punch list report for contractor TAS conformance. State mandated construction document review and final state mandated site inspection report. Architectural coordination (10%). (Ref. Exhibit M)

5. Technology Systems Design Services: Fee $90,200
   Design of Owner Communications Infrastructure. Video surveillance, and electronic security systems. Services will also include Audio/Visual Consultation and Acoustical Design. Code required Distributed Antenna System (DAS) is also included. Architectural coordination (10%). (Ref. Exhibit L)

Attachment: Amendment 1 - Police Building (Police Building Design Amendment 1 (law enforcement center))

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: Chapter 380 Agreement- Joe East Enterprises, Inc. and EWS Safe and Secure, LLC

Action Requested:
Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Joe East for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Joe East) (Satarino)

Background Information:
This Economic Development Incentive Agreement is between the City of Celina, Texas, Celina Economic Development Corporation (CEDC), Joe East Enterprises, Inc. and EWS Safe and Secure, LLC. The Developer is the owner of the real property which consists of an approximately 0.967± acre tract of land in Celina, Collin County, Texas, generally located at 1225 S. Preston Road, Celina, Texas.

- The Developer has represented that it will be spending a minimum of $2,500,000 on the facility improvements.

- The City will contribute an amount toward the cost of the construction of the facility improvements in the form of a grant that is calculated with reference to a specified portion of sales taxes paid for a seven (7) year period.

- The City will reduce the water, sewer and roadway impact fees by fifty percent (50%).

- The CEDC will contribute an amount toward the cost of the construction of the facility improvements in the form of a grant that is calculated with reference to a specified portion of sales taxes paid for a seven (7) year period.

Board Review/Citizen Input:
CEDC voted to approve this incentive agreement at March 1, 2022 Board Meeting.

Alternatives:
N/A

Financial Considerations:

- The City will contribute in the form of a grant calculated with reference to a specified portion of sales taxes paid for a seven (7) year period.

- The City will reduce the water, sewer and roadway impact fees by fifty percent (50%).

Legal Review:
The City Attorney has reviewed and approved the incentive agreement.

Supporting Documents:
Chapter 380 Agreement- Joe East Enterprises, Inc and EWS Safe and Secure, LLC

Staff Recommendation:
Staff recommends for approval

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
JOE EAST ENTERPRISES, INC. AND EWS SAFE AND SECURE, 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"), Joe East Enterprises, Inc. and EWS Safe and Secure, 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"** (the "Property") which consists of an approximately 0.967± acre tract of land in Celina, Collin County, Texas, generally located at 1225 S. Preston Road, Celina, Texas; and

WHEREAS, the Developer intends to design and construct on the Property a 7,000 square foot structure, more fully described in the submittals filed by Developer with the City and in the concept and elevation 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 City and the CEDC that a contributing factor that would induce the Developer to construct the Facility would be an agreement with the City and the CEDC to participate in the costs of construction of the Facility consisting of improvements to the Property and public improvements (the "Facility Improvements") through economic development grants and incentives as set forth herein; and

WHEREAS, the City and the 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 Developer has represented, as provided in **Exhibit "C"**, attached hereto and incorporated herein, that it will be spending a minimum of $2,500,000 on the Facility Improvements and that it projects a minimum annual taxable sales amount of more than $8,000,000; and

WHEREAS, the City intends to contribute an amount toward the cost of the construction of the Facility Improvements in the form of a grant computed with reference to a specified portion of sales taxes paid for a seven (7) year period following Completion of Construction, to be refunded as set forth herein; and

WHEREAS, the CEDC intends to contribute an amount toward the cost of the construction of the Facility Improvements in the form of an incentive computed with reference to a specified portion of sales taxes paid for a seven (7) year period following Completion of Construction, to be refunded as set forth herein; and

WHEREAS, the City intends to provide a grant by reducing the water, sewer and roadway impact fees by fifty percent (50%) to assist with the cost of construction of the Facility

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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

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 funding an expenditure 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 a 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

Attachment: DIP Agreement- Joe East Enterprises, Inc. (380 Agreement- Joe East Enterprises, Inc. and EWS Safe and Secure, LLC)

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 computed as the specified portion of sales taxes to be calculated and paid as set forth in Section 3.2.

"CEDC Sales Tax" shall mean the CEDC's sales tax at the rate of one-half percent (0.5%) pursuant to Chapter 321 of the Texas Tax Code, as amended.

"City" shall have the meaning ascribed in the Recitals 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 computed as the specified portion of sales taxes to be calculated and paid as set forth in Section 3.2.

"City Sales Tax" shall mean the City's municipal sales tax, at the rate of one percent (1.0%) pursuant to Section 321.103(a) of the Texas Tax Code, as amended.

"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.

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

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the Facility Improvements, and (iii) the City has issued a final certificate of occupancy for the Facility.

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

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

"Effective Date" shall mean the date that authorized representatives of all of the Parties have signed this Agreement.

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

"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 "C"**.

"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.

"Grants" shall collectively mean the CEDC Grant and the City Grant.

"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 meanings ascribed in the introductory paragraph above.

"Payment Request" means a complete written request from the Developer 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/or the CEDC, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements, the Job

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Compliance Affidavit and evidence of annual taxable sales.

"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 Developer.

"Sales Tax Receipts" shall mean the City and CEDC's receipts from the State of Texas from the collection of the City Sales Tax and CEDC Sales Tax as a result of the operation of the Facility located on the Property.

"Sales Tax Report" shall have the meaning ascribed in Section 3.2(b).

"State Comptroller" shall mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.

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 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 January 1, 2023, and subject to events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later January 1, 2024.

(b) Development of the Property. The Developer understands and acknowledges that approval by the City of a site plan, consistent with the Concept Plan attached as **Exhibit "B"**, for the Property is required prior to the submittal of an application for a building permit. Issuance of a building permit is required prior to the 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 one hundred eighty (180) 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

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limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least $2,500,000 on the Facility Improvements.

3.2 Facility Improvements Project.

(a) 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 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 City Grant and the CEDC Grant will each be paid annually for a seven (7) year period following Completion of Construction, to be computed as follows: (i) an amount equal to fifty (50%) percent of actual City Sales Tax and CEDC Sales Tax, respectively, generated at the Facility and actually received by the City and/or CEDC for the first five (5) years after the Effective Date; and (ii) an amount equal to twenty-five (25%) percent of actual City Sales Tax and CEDC Sales Tax, respectively, generated at the Facility and actually received by the City and/or CEDC for the sixth and seventh years after the Effective Date.

i. 1st Annual Grant

Following Completion of Construction, the first annual City Grant and CEDC Grant shall be paid, not later than thirty (30) days following the receipt by the City and the CEDC of: (i) a Payment Request by Developer, which must include the Sales Tax Report with verification of minimum annual taxable sales amount of $8,000,000 for the preceding year, and ; (ii) the actual collected City Sales Tax and CEDC Sales Tax, respectively, from the State Comptroller's office for the preceding year, including confirmation of accuracy with the State Comptroller, and any audit adjustments; (iii) issuance of a final certificate of occupancy by the City for the Facility Improvements; (iv) receipts, records and invoices for the payment of the costs to design and construct 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 $2,500,000 on Facility Improvements (the "Expenditure Information"); and (v) a Job Compliance Affidavit. Furthermore, assuming Developer meets all other requirements of this Agreement, the City will reduce water, sewer, and roadway impact fees for the Facility Improvements collected prior to Commencement of Construction by fifty (50%) percent.

ii. 2nd Through 7th Annual Grants

Provided that the first annual City Grant and CEDC Grants have been made, having met all contingencies described in Sec. 3.2(a)(i), the second through seventh annual City Grant and CEDC Grants shall be paid not later than thirty (30) days following the receipt by the City and the CEDC of: (i) a Payment Request by Developer, which must include the Sales Tax Report with verification of minimum annual taxable sales amount of $8,000,000 for the preceding year; and (ii) the actual collected City Sales Tax and CEDC Sales Tax, respectively, from the State Comptroller's office for the preceding year, including confirmation of accuracy with the State Comptroller, and any audit adjustments; and (iii) a Job Compliance Affidavit.

(b) Reporting of Sales Taxes. Developer will provide to the City and CEDC, on an annual basis, a copy of the financial report that is submitted to the State Comptroller relating to the remission of all local sales taxes collected at the Property as a result of the operation of the Facility ("Sales Tax Report"). Additionally, Developer will obtain any third party's consent for

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the State Comptroller's office to release the annual reported figures along with any State audit adjustments to the City. The Parties agree and acknowledge that this Agreement is a revenue sharing agreement for purposes of Section 321.3022 of the Texas Tax Code and that the Comptroller is expressly authorized to provide City with information as provided in Section 321.3022 and other applicable law. The City and CEDC hereby agree to keep this information "confidential" and not open to public inspection consistent with Section 321.3022(f) of the Texas Tax Code, and to the extent allowed by law. The first Sales Tax Report from the Developer shall be due within one (1) year of receipt of a Certificate of Occupancy and annually thereafter.

(c) Amended Returns and Audits. In the event the Developer files an amended Sales Tax Report, or if additional sales tax is due and owing, as a result of an audit conducted by the State Comptroller that increases the Sales Tax Receipts for a previous period covered within the term of this Agreement, the City Grant and/or CEDC Grant for the year immediately following such State Comptroller approved amendment shall be adjusted accordingly, provided the City must have received the Sales Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Developer shall provide City and/or CEDC with a copy of such amended Sales Tax Report, tax return or audit adjustment, and the approval thereof by the State Comptroller.

(d) Refunds. In the event the State Comptroller determines that the City or CEDC erroneously received Sales Tax Receipts, or that the amount of City Sales Tax paid to the City or CEDC Sales Tax paid to the CEDC exceeds the correct amount of the Grants described in Sec. 3.2 paid to the Developer, the Developer shall, within thirty (30) days after receipt of notification thereof from the City or CEDC specifying the amount by which such City Grant and/or CEDC Grant exceeded the amount to which the Developer was entitled pursuant to such State Comptroller determination, pay such amount to the City and/or CEDC. The City and/or CEDC may at its option adjust the City Grant and/or CEDC Grant payment for the year(s) immediately following such State Comptroller determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Developer with a copy of such determination by the State Comptroller.

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 a minimum 30 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 the 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

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Conditions to Grant Payments

4.1 The obligation of the City to pay the City Grant and 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 City and the CEDC with a Payment Request, which includes the Expenditure Information, and all other information described in Section 3.2 for the applicable year. The City and CEDC are entitled to verify the Expenditure Information before the City Grant and CEDC Grant are paid. If a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information, Job Compliance Affidavit, annual taxable sales, or other information required with the Payment Request.

(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, in the form provided at **Exhibit "D"** 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 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 City and CEDC and the City and/or CEDC verifies that Developer incurred costs of at least $2,500,000, in designing and constructing 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. The City and the CEDC shall have the right to market the Facility as part of its updates to the community regarding economic development of the City.

(h) Annual Taxable Sales Information. Developer shall have achieved the annual taxable sales amounts required by Section 3.2.

(i) Opening. Developer agrees to allow the CEDC to participate in and market Developer's opening of the Facility.

Article V

Attachment: DIP Agreement- Joe East Enterprises, Inc. (380 Agreement- Joe East Enterprises, Inc. and EWS Safe and Secure, LLC)

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 and/or 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 City or 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 City or 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 City or 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 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 Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC and such default is not cured by Developer within thirty (30) days after written notice thereof; or
(h) by the City or 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 City and/or the CEDC may, at their 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 and/or the CEDC 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 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 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/or the CEDC, and (iii) what other debts were paid and in what amounts.

Article VI

Attachment: DIP Agreement- Joe East Enterprises, Inc. (380 Agreement- Joe East Enterprises, Inc. and EWS Safe and Secure, LLC)

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 Grants 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 both 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 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 City and 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 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 Developer, 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.

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:

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

If intended for Developer, to:

Attn: Michael Schneider, CEO
Joe East Enterprises
2685 Walnut Hill
Dallas, Texas 75229

Attn: Ryan Wilcox, President
EWS Safe and Secure LLC
3414 Midcourt Road #108
Carrollton, Texas 75006

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.

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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 Grants herein and any other funds received by the Developer from the City and CEDC as of the date of such violation within 120 days after the date the Developer is notified by the City and/or 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.

6.17 Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

6.18 Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least $100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

1. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of this Agreement against a firearm

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entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). [vendor/service provider] understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

6.19 Certifications Regarding Terrorist Organizations and Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Developer hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Developer and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the appliable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

EXECUTED on this 3RD day of JUNE, 2022.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

JOE EAST ENTERPRISES, INC.

By: _____

Attachment: DIP Agreement- Joe East Enterprises, Inc. (380 Agreement- Joe East Enterprises, Inc. and EWS Safe and Secure, LLC)

Michael Schneider, CEO

EWS SAFE AND SECURE, LLC

By: _____

Michael Schneider, Manager and Director

Attachment: DIP Agreement- Joe East Enterprises, Inc. (380 Agreement- Joe East Enterprises, Inc. and EWS Safe and Secure, LLC)

EXHIBIT "A"
Property Description

DESCRIPTION, of a 42,139 square foot (0.967 acre) tract of land situated in the Collin Co. School Land Survey, Abstract No. 167, Collin County, Texas; said tract being part of that tract of land described in the Order Probating Wil as Muniment of Title to R. David Rhodes and Kathryn Lynn Boyd recorded in Instrument No. 20130701000911500 of the Official Public Records of Collin County, Texas; said 42,139 square foot (0.967 acre) tract being more particularly described as follows:

BEGINNING; at a 5/8-inch iron rod with "PACHECO KOCH" cap set for corner in the west line of South Preston Road (State Highway 289, a variable width right-of-way) and in the east line of said tract; from said point the northeast corner of said Rhodes and Boyd tract bears North 20 degrees, 09 minutes, East, a distance of 341.5 feet;

THENCE; in a southwesterly direction, along the said west line of State Highway 289 and the said east line of said Rhodes and Boyd tract, the following two (2) calls:

South 20 degrees, 09 minutes, 01 seconds West, a distance of 25.62 feet to a 1/2-inch iron rod with "RPLS 5686" cap found for an angle point;

South 18 degrees, 36 minutes, 01 seconds West, a distance of 139.12 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set for corner; said point being on the northeast corner of that tract of land described in a Special Warranty Deed with Vendor's Lien to Vaquero Celina Partners, LP recorded in Instrument No. 20211029002213740;

THENCE; South 89 degrees, 03 minutes, 19 seconds West, departing the said west line of State Highway 289 and the said east line of said R. David Rhodes tract, along the north line of said Vaquero Celina Partners, LP tract, a distance of 256.07 feet to a magnetic nail with a washer stamped "PACHECO KOCH" set for corner; said point being on the northwest corner of said Vaquero Celina Partners, LP tract and in the east line of that tract of land described in Special Warranty Deed with Vendor's Lien to BB Property Group, LLC recorded in Instrument No. 20201117002038340;

THENCE; in a northerly direction, along the said east line of said BB Property Group. LLC tract, the following three (3) calls:

North 00 degrees, 50 minutes, 34 seconds West, a distance of 48.54 feet to a magnetic nail with a washer stamped "PACHECO KOCH" set for corner; at the beginning of a non-tangent curve to the right;

Along said curve to the right, having a central angle of 18 degrees, 43 minutes, 46 seconds, a radius of 20.00 feet, a chord bearing and distance of North 08 degrees, 31 minutes, 20 seconds East, 6.51 feet, an arc distance of 6.54 feet to a magnetic nail with a washer stamped "PACHECO KOCH" set for corner at the end of said curve;

North 17 degrees, 53 minutes, 13 seconds East, a distance of 105.70 feet to a 5/8-inch iron rod with "KHA" cap found for corner; said point being the northeast corner of said BB Property Group. LLC tract;

THENCE, North 89 degrees, 03 minutes, 19 seconds East, into and across said Rhodes and Boyd tract, a distance of 276.56 feet to the POINT OF BEGINNING;

CONTAINING: 42,139 square feet or 0.967 acres of land, more or less.

Attachment: DIP Agreement- Joe East Enterprises, Inc. (380 Agreement- Joe East Enterprises, Inc. and EWS Safe and Secure, LLC)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Assistant City Manager
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: Coserv FIber Agreement

Action Requested:
Authorize the City Manager of the City of Celina to enter into a Distribution Pole License Agreement with Denton County Electric Cooperative, Inc. (AKA Coserv Electric) (Brawner)

Background Information:

The City of Celina has been working on developing a fiber network to connect all City buildings and facilities. Fiber communication provides the fastest and most reliable system for communication.

The City of Celina and Celina ISD each own certain public property in and around Celina, Texas and both parties desired to share in the development of a joint fiber network to serve their properties. The City and the District entered into a Memorandum of Understanding on February 11, 2020 in which the Parties agreed to enter into this Agreement regarding the creation and administration of a joint fiber network for the City's and District's current and future buildings

In April 2021, the City and Celina ISD entered into a contract with Capco Communication Inc. to develop a master plan for a fiber network within the City of Celina. Capco has been finalized the plan. As part of their plan, they have identified the need for installation of aerial fiber lines to provide connectivity. Attaching fiber lines to existing utility poles requires authorization of the pole owner. The City entered into an aerial fiber agreement with Oncor in xxx and a similar agreement with GCEC in November 2021.

This agreement will be the final license agreement necessary to proceed with the development of a fiber line.

Board Review/Citizen Input: NA

Alternatives: City could chose to not enter into this agreement.

Financial Considerations: The cost for on-going pole licensing will be paid from the normal operating budget.

Legal Review: Legal Council has reviewed and approved the attached agreement.

Staff Recommendation:
Approve

POLE ATTACHMENT LICENSE AGREEMENT

This POLE ATTACHMENT LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022 ("Effective Date"), by and between Denton County Electric Cooperative, Inc., d/b/a CoServ Electric ("Licensor") and the City of Celina, Texas, a Texas home rule municipality ("Licensee"). Licensor and Licensee may be referred to hereafter individually as a "Party" and collectively as the "Parties." The attached Terms and Conditions and all exhibits, riders and other attachments referenced herein are incorporated herein and made a part hereof by this reference.

Notices. The addresses, facsimile numbers and electronic mail addresses of the Parties to which any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other are as follows:

(a) **Licensor**:
Denton County Electric Cooperative, Inc., d/b/a CoServ Electric
7701 S. Stemmons Freeway
Corinth, Texas 76210
Attention: President
Facsimile: (940) 270-7600
E-mail: legalnotices@coserv.com

(b) **Licensee**:
City of Celina, Texas
142 N Ohio Street
Celina, Texas 75009
Attention: City Manager
Facsimile: 972-382-3736
E-mail: jlaumer@celina-tx.gov

Term of Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date and continue until December 31 of the calendar year following the calendar year in which the Effective Date occurs (if not lawfully terminated sooner), and thereafter shall automatically renew for successive one-year periods. Notwithstanding the foregoing, either Party may terminate this Agreement upon not less than ninety (90) days prior written notice of termination. Upon such notice by either Party, both Parties shall continue to perform their respective obligations according to this Agreement until the termination is effective.

Applicable Law. This Agreement is deemed executed in the State of Texas and shall be construed under the laws of the State of Texas, without regard to its conflict of laws principles. Any legal action regarding enforcement of this Agreement shall be commenced and heard in the state courts of Denton County, Texas, or the federal courts of Dallas County, Texas (as applicable, the "Court"), and the Parties consent and submit to the jurisdiction and exclusive venue of the Court.

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

Fees

- Application Processing Fee. $25.00 per Application for a Service Drop, and $250.00 per Application for an Attachment other than a Service Drop.
- Pole Attachment License Fee. $13.29 per Attachment per Attached Pole per year.
- Safety Violation Fee. $250.00 per safety violation.
- Unauthorized Attachment Fee. $26.58 per Unauthorized Attachment.
- Amount of the Security Instrument. $5,000.00

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date; provided, however, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR:	**LICENSEE:**
Denton County Electric Cooperative, Inc., d/b/a CoServ Electric	_____
By: _____ (Signature)	By: _____ (Signature)
Title: _____	Title: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

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TERMS AND CONDITIONS

1. DEFINITIONS.

The following definitions shall apply to this Agreement. Capitalized terms not defined in this **Section 1** shall have the meanings otherwise set forth in this Agreement.

1.1. Application. The Pole Attachment Application attached hereto as **Exhibit 1.1** that, except as otherwise provided in **Section 6.1(b)**, must be completed by Licensee and approved by Licensor in writing before Licensee may attach to or make use of any of Licensor's Distribution Poles under this Agreement.

1.2. Application Processing Fee. The fee set forth in this Agreement that Licensee must pay to reimburse Licensor for the administrative and other costs incurred by Licensor in processing Licensee's Application.

1.3. Attached Pole. A Distribution Pole owned or maintained by Licensor that contains at least one attachment by an entity other than Licensor.

1.4. Attachment. Each affixation (including a Service Drop) of Licensee's cables, strands, wires and/or other equipment, property or associated apparatus to Licensor's Distribution Poles. Each cable, strand or wire included in a bundle or overlashed to an existing wire shall constitute a separate Attachment.

1.5. Authorization. Licensor's grant of authority to Licensee to affix Attachments to Licensor's Distribution Poles in accordance with the terms of this Agreement.

1.6. Business Day. All days except Saturday, Sunday and officially recognized Federal legal holidays.

1.7. Control. With respect to any entity, the possession, directly or indirectly, of (a) 50% or more of its ownership interests; or (b) the power to direct or cause the direction of management and policy, whether through the ownership of voting securities, partnership interests, by contract or otherwise.

1.8. Default. When either Party (i) fails to perform any of its covenants or obligations set forth in this Agreement, (ii) makes any representation or warranty in this Agreement that is untrue or incorrect, (iii) files a bankruptcy petition in any bankruptcy court proceeding, or (iv) admits in writing its inability to pay its debts when due or its intention not to comply with any requirement of this Agreement.

1.9. Distribution Pole. A pole bearing electric distribution lines and having a voltage rating of or below 34.5 kV, and all grounding wires and other equipment and apparatus related to such pole.

1.10. Drop/Lift Pole. An ancillary pole necessary to extend service from a Distribution Pole to an individual customer(s).

1.11. Licensee's Service Area. The area in which Licensee does or plans to provide its Services, as shown on **Exhibit 1.11** attached hereto.

1.12. Licensor Practices. Licensor's rules and practices for Attachments as set forth in **Exhibit 1.12** attached hereto.

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

1.13. **Make Ready Costs.** All costs necessary for Licensor to prepare its Distribution Poles for Licensee's Attachments, including the costs of materials, labor, engineering, supervision, overhead, and a share of Tree Trimming costs (as calculated in **Section 6.5**). Costs for engineering include (a) with respect to the Distribution Poles, costs of design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and (b) costs to confirm Licensee's compliance with all applicable requirements in **Section 4.4** hereof. Also included among "Make Ready Costs" are the costs of installing or changing out primary poles, secondary poles and Drop/Lift Poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications of **Section 4.4**.

1.14. **Make Ready Estimate.** The estimate prepared by Licensor for all Make Ready Work, in the form set forth in **Exhibit 1.14**.

1.15. **Make Ready Work.** All work determined by Licensor to be necessary to accommodate Licensor's Distribution Poles for attachment by Licensee.

1.16. **Overlashing.** The practice whereby a service provider physically ties or otherwise attaches new wiring to wiring that already has been affixed to a Distribution Pole.

1.17. **Pole Attachment License Fee.** The fee set forth in this Agreement that Licensee must pay to Licensor in order to affix each Attachment to Licensor's Distribution Poles.

1.18. **Required Authorizations.** All legally required authorizations that Licensee must obtain from federal, state, county or municipal authorities, public or private landowners, or other third parties, to erect, operate and maintain its Attachments, and to provide the Services, including all required franchises, consents, easements, and certificates of convenience and necessity.

1.19. **Safety Violation Fee.** The fee set forth in this Agreement that Licensee must pay to Licensor for each nonconformance under **Section 8.2**.

1.20. **Security Instrument.** A performance bond or its equivalent (*e.g.*, irrevocable letter of credit) to be used by Licensee to guarantee Licensee's payment in full of all Pole Attachment License Fees and other amounts payable to Licensor under this Agreement.

1.21. **Services.** Cable television, telecommunications, Internet, data transmission or other similar services or combination of services provided by Licensee.

1.22. **Service Drop.** The wire (a) used by Licensee to provide Services to a single customer, and (b) extending from Licensee's main distribution cable (as determined in accordance with industry standards) to the point of delivery of the Services to such single customer's service location; provided, however, the term "Service Drop" does not include any such wire that is supported by a messenger cable, strand or wire.

1.23. **Term.** The period during which this Agreement remains in effect.

1.24. **Tree Trimming.** Any clearing or re-clearing of existing rights-of-way or easements and any tree or brush trimming necessary for the establishment and maintenance of Attachments, as determined by Licensor in its sole judgment.

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

1.25. **Unauthorized Attachment.** Any affixation of any Licensee facility of any nature to any property of Licensor, including Distribution Poles, which has not been authorized by Licensor as required by this Agreement. Unauthorized Attachments may include facilities affixed to Licensor's property prior to the Effective Date of this Agreement.

1.26. **Unauthorized Attachment Fee.** The fee set forth in this Agreement to be paid by Licensee for each Unauthorized Attachment.

2. PURPOSE

The purpose of this Agreement is to allow Licensee to install and maintain Attachments on Licensor's electric Distribution Poles in Licensee's Service Area for the limited purpose of providing Licensee's Services. Licensor reserves the right to grant similar and other rights to other parties for the use of other portions of Licensor's Distribution Poles.

3. LICENSOR OBLIGATIONS

3.1. **Access to Distribution Poles; Easements.** Each Party shall be responsible for obtaining its own rights-of-way and easements. LICENSOR DOES NOT REPRESENT OR WARRANT THAT ANY OF ITS RIGHTS-OF-WAY OR EASEMENTS ENTITLE LICENSEE TO ACCESS THE PROPERTY UNDERLYING OR OTHERWISE USE LICENSOR'S DISTRIBUTION POLES. Licensor shall not be liable should Licensee at any time be prevented from placing or maintaining its Attachments on Licensor's Distribution Poles because Licensee failed to obtain appropriate rights-of-way or easements. Licensor may require Licensee to demonstrate that it has secured its own rights-of-way or easements prior to authorizing any Attachments. If such a requirement is imposed, the time for Licensor to respond to Licensee's Application shall be tolled pending Licensee's response. Consistent with the terms and conditions of this Agreement, Licensor shall permit Licensee access to Licensor's Distribution Poles and related overhead and other easements. Further, Licensee's use of the overhead or other easements is contingent on, and may be prevented or otherwise constrained by, the extent to which such use is permissible under applicable contracts and instruments between Licensor and other entities, and under federal, state and local laws and regulations. THIS AGREEMENT APPLIES ONLY TO DISTRIBUTION POLES, AND DOES NOT PERMIT ACCESS OR AFFIXING OF ATTACHMENTS TO ANY TRANSMISSION TOWERS OR OTHER PROPERTY OF LICENSOR.

3.2. **Maintenance of Attached Poles.** At its own expense, Licensor shall maintain the Attached Poles, and replace, reinforce or repair such poles as Licensor becomes aware that they are defective, in Licensor's sole judgment.

4. LICENSEE OBLIGATIONS

4.1. **Use of Attachments.** Licensee shall use the Attachments solely to provide the Services.

4.2. **Licensee Service Area.** Licensee shall identify the Licensee Service Area using **Exhibit 1.11**.

4.3. **Compliance with Applicable Rules.** Licensee shall comply with all federal, state, and local rules, regulations and ordinances and all technical rules and specifications applicable to Licensee's affixation of Attachments to Licensor's Distribution Poles as authorized herein.

4.4. **Technical Requirements and Specifications.**

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

(a) At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable technical requirements and specifications, including, but not limited to:

(i) requirements and specifications of the National Electrical Safety Code ("NESC"), the National Electrical Code ("NEC"), the Occupational Safety and Health Act ("OSHA") and Rural Utilities Service ("RUS"), and to the extent such requirements or specifications may conflict, then the most stringent of the NESC, NEC, OSHA or RUS requirements and specifications;

(ii) any amendments or revisions of, or successor(s) to, the requirements and specifications of the NESC, NEC, OSHA, and/or RUS;

(iii) the Licensor Practices set forth in **Exhibit 1.12**; and

(iv) any current or future rules or orders of any federal, state or local authority having jurisdiction.

(b) Licensee shall bring into conformity any existing Attachments of Licensee that do not conform to the technical requirements and specifications listed in this section within ten (10) days after written notice thereof from Licensor; provided, however, that if at any time it is determined that any Attachments are in violation of NESC's clearance guidelines, Licensee shall remedy such situation within twenty-four (24) hours after notice thereof from Licensor. In the event that Licensee fails to comply with this requirement, Licensor in its sole discretion may elect to bring such Attachments into compliance and Licensee shall reimburse Licensor for all costs related thereto. Failure by Licensor to inspect Licensee's conformance to the technical requirements and specifications listed in this section or to take action on its own to bring such Attachments into compliance shall not cause Licensor to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder.

(c) The Licensor Practices may be amended from time to time by Licensor as necessary in its sole discretion to promote the safe and efficient operation of its electric distribution system, including the Distribution Poles, without resort to the provisions of **Section 20** (Modifications), and Licensee agrees to be bound by any such amendment. In the event that Licensor amends the Licensor Practices set forth in **Exhibit 1.12**, Licensee shall make all required modifications within thirty (30) days after receipt of notice thereof from Licensor.

4.5. **Assumption of Risk.** Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, agents, contractors or subcontractors. Licensee assumes all risks related to the construction, operation and maintenance of its Attachments, except as to those that may be caused by the gross negligence or willful misconduct of Licensor.

4.6. **Safety Precautions.** Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and to avoid interference with Licensor's safe and efficient operation of its electric distribution system. Should any such injury, damage or interference occur despite such steps, Licensee shall notify Licensor within ten (10) days of such injury, damage or interference. At Licensor's option, Licensee shall, within ten (10) days after notice from Licensor, either (a) repair such damage and/or resolve such interference, or (b) compensate Licensor for the cost of repairing any such damage and/or resolving such interference, and shall indemnify Licensor as provided in **Section 14.1**.

4.7. **Qualifications of Employees, Agents and Contractors.** Licensee shall ensure that all employees, agents and contractors of Licensee used to install or maintain the Attachments have been

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

certified or trained by a reputable entity to work in the vicinity of electric Distribution Poles. Licensee shall produce proof of such certification or training upon Licensor's request.

4.8. Identification Markers.

(a) Licensee shall place and maintain permanent identification markers on each of its Attachments prior to affixing it to Licensor's Distribution Poles and at all times during the Term. All identification markers must be located at or near the point where such Attachments are affixed to each Distribution Pole, and must:

(i) be non-metallic;
(ii) be of a distinctive and uniform design;
(iii) include an alphanumeric code as specified by Licensor;
(iv) be legible, clearly visible and recognizable from the ground by a person having normal vision; and
(v) not show Licensee's name or insignia, unless prior written consent of Licensor is obtained and it is made clear that Licensee is not the owner of the pole.

(b) Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should Licensor encounter any of Licensee's Attachments without permanent identification markers, Licensor may notify Licensee provided that Licensor can identify the Attachments as belonging to Licensee. Licensee shall have thirty (30) days from the date of notice to place such permanent identification markers on those Attachments. If the markers are not placed within thirty (30) days, then Licensor may remove such Attachments without incurring any liability to Licensee, and Licensee shall reimburse Licensor for the cost of such removal.

4.9. Notification of Attachments. Upon Licensor's request, Licensee shall notify Licensor of the precise location and total number of Licensee's Attachments.

4.10 Liens. Licensee shall be responsible for the discharge of any liens asserted against Licensor's property by any provider of work, labor, material or services claiming by, through or under Licensee. Such liens shall be discharged by Licensee within thirty (30) days after notice of filing thereof by bonding or payment. Licensee shall also indemnify, hold harmless and defend Licensor against any such liens, including the reasonable fees of Licensor's attorneys.

5. MUTUAL OBLIGATIONS

Each Party shall take all precautions as are reasonably necessary to avoid damaging the facilities of the other.

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

6. ESTABLISHING ATTACHMENT TO POLES

6.1. Pole Attachment Application.

(a) Except as provided in **Section 6.1(b)**, before Licensee may affix any Attachments to or make use of any of Licensor's Distribution Poles under this Agreement, Licensee shall (a) submit to Licensor an Application requesting Licensor's permission to attach to or make use of each such pole; (b) receive written approval from Licensor authorizing the attachment to or use of each such pole; and (c) comply with all procedures set forth in this Agreement. Licensee's failure to request and receive Licensor's permission as described herein will subject each Unauthorized Attachment to an Unauthorized Attachment Fee.

(b) With respect to Licensee's installation of a Service Drop, Licensee shall (a) submit to Licensor an Application requesting Licensor's permission to install and maintain such Service Drop within ten (10) Business Days after the installation thereof; (b) receive written approval from Licensor authorizing the installation of such Service Drop; and (c) comply with all procedures set forth in this Agreement. Licensee's failure to request and receive Licensor's permission as described herein will subject each Unauthorized Attachment to an Unauthorized Attachment Fee.

6.2. Application Processing Fee. To cover costs incurred by Licensor in processing Licensee's Application, including but not limited to the cost of performing all engineering, administrative and other activities necessary to prepare the Make Ready Estimate, Licensee shall pay to Licensor the Application Processing Fee.

6.3. Decision Regarding Application. If, in the sole judgment of Licensor, attachment to Licensor's Distribution Poles as proposed in the Application is undesirable or impracticable based on the technical requirements and specifications of **Section 4.4**, or because of other capacity, safety, reliability or engineering concerns that exist or Licensor believes will exist in the future, Licensor may reject all or part of the Application or limit the number and character of Attachments on any Distribution Pole. Within forty-five (45) days after the receipt of such Application, Licensor shall notify Licensee in writing whether the Application is approved, approved with modifications, or rejected. If Licensor does not so notify Licensee within such 45-day period, then the Application is deemed rejected.

6.4. Make Ready Estimate.

(a) Licensor shall, on the basis of the Application and associated construction plans and drawings, submit to Licensee within forty-five (45) days of receipt of Licensee's Application a Make Ready Estimate (based on Licensor's standard method of computing Make Ready Costs) for all Make Ready Work which may be required for each Distribution Pole, including an estimated completion date for such Make Ready Work.

(b) Upon notice pursuant to **Exhibit 1.14** attached hereto that the Make Ready Estimate has been accepted by Licensee, Licensor shall proceed with the Make Ready Work covered by the Make Ready Estimate. Licensor shall undertake commercially reasonable efforts to complete this work by the estimated completion date set forth in the Make Ready Estimate but does not guarantee completion by such date. Nothing shall preclude the Parties from making other mutually agreeable arrangements for contracting for or otherwise accomplishing the necessary Make Ready Work. Upon completion of all Make Ready Work, Licensor shall send to Licensee an itemized statement for the actual, full costs of the Make Ready Work. Licensee shall pay to Licensor the amount due on such statement within thirty (30) days after receipt

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of such statement.

(c) Licensor may, in its sole discretion, require Licensee to submit a deposit up to the amount identified in the Make Ready Estimate prior to performing any Make Ready Work.

(d) Upon completion of the Make Ready Work and payment of the Make Ready Costs, Licensee shall obtain Authorization to use the Distribution Poles and to make Attachments in accordance with the terms of this Agreement.

6.5. Tree Trimming. Tree Trimming shall be performed by Licensor in its sole judgment. The cost, including associated administrative costs, of any Tree Trimming shall be paid in equal percentages by Licensor and all other entities attaching to the poles who are contractually obligated to pay for such Tree Trimming.

6.6. Overlashing.

(a) Any proposed Overlashing by Licensee shall constitute a separate Attachment subject to the Application process and all other provisions of this Agreement.

(b) Licensee shall not allow third party Overlashing without Licensor's prior written approval.

7. PAYMENT PROVISIONS

7.1. Pole Attachment License Fee. Licensee shall pay the Pole Attachment License Fee for each Attachment that exists during each calendar year during the Term. By April 1 of each calendar year during the Term or as soon thereafter as reasonably practicable, Licensor shall invoice Licensee for the Pole Attachment License Fees that are due for the prior calendar year.

7.2. Payment Period. All amounts payable under this Agreement shall be due within thirty (30) days of the date of invoice. Licensee shall pay interest at the rate of 1.5% per month or the maximum amount allowed by law, whichever is less, on the unpaid balance of delinquent bills for each month or part thereof that any bill remains unpaid.

7.3. Fee Increases. Licensor in its sole discretion may increase all fees that are due and payable under this Agreement effective on each annual anniversary date of the Effective Date, or on the commencement date of any renewal term under this Agreement, to reflect increases in Licensor's operating and other costs and/or the Consumer Price Index that have occurred since the Effective Date. Licensor shall provide at least thirty (30) days notice to Licensee before the effective date of any such increase in fees.

7.4. Security. Licensee shall furnish a Security Instrument at Licensee's expense and in the amount identified above, with terms and conditions and from a financial institution acceptable to Licensor, in order to guarantee Licensee's payment in full of all Pole Attachment License Fees and other amounts payable to Licensor under this Agreement. No Authorization for any Attachments will be granted to Licensee until the Security Instrument required by this section is received by Licensor.

8. INSPECTIONS

8.1. Right to Conduct. Licensor may conduct inspections of Licensee's Attachments from time to time as necessary in Licensor's sole judgment to determine whether Licensee's Attachments meet the technical requirements and specifications listed in **Section 4.4**. If practicable, as determined in Licensor's

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sole judgment, Licensor shall provide at least ten (10) business days notice of such inspections to Licensee, and Licensee shall have the right to be present at and observe any such inspections. Such inspections may be conducted no more frequently than once every year, unless Licensor determines that more frequent inspections are necessary for reasons involving safety of persons or protection of property. Licensee shall reimburse Licensor for all costs and expenses of conducting inspections to the extent such expenses are attributable to Licensee's Attachments.

8.2. Safety Violations. If during inspection or otherwise Licensor determines that any of Licensee's Attachments do not conform with the technical requirements and specifications listed in **Section 4.4**, Licensee shall, upon notice by Licensor, pay a Safety Violation Fee for each such nonconformance, and shall correct such nonconformance within ten (10) days of notification of such nonconformance, unless in Licensor's sole judgment safety considerations require Licensee to take corrective action within a shorter period. Should Licensee fail to take all steps necessary to comply with this requirement, or if safety considerations so require, Licensor may elect to do such work itself, and Licensee shall reimburse Licensor for all costs incurred by Licensor. Licensor shall not be liable for any loss or damage to Licensee's facilities which may result, and Licensee shall be responsible for any additional damages resulting from its failure to act in a timely manner in accordance with these requirements.

9. AUDITS

9.1. Right to Conduct Audits. Licensor may conduct an audit of Licensee's Attachments to verify the number of Licensee's Attachments. Any such audit may be conducted no more frequently than once every year, unless Licensor in good faith believes that Licensee's reported number of Attachments is inaccurate, in which case Licensor may audit as frequently as is necessary in its sole discretion. Licensor must provide at least thirty (30) days notice of any such audit so that Licensee may be present and observe such audit. Licensee shall reimburse Licensor for all costs and expenses of conducting audits.

9.2. Review of Records in Lieu of Audit. Licensor and Licensee may mutually agree that in lieu of audits, the number of Attachments maintained by Licensee shall be determined from existing maps and attachment records. If both Parties agree to use this method, each Party shall make all relevant maps and records available to the other Party, and the number of Attachments maintained by Licensee shall be cooperatively determined. The accuracy of such maps and records must be verified by the Party proposing to use them.

10. UNAUTHORIZED ATTACHMENTS

10.1. Unauthorized Attachment Fee. Licensee shall pay to Licensor an Unauthorized Attachment Fee within thirty (30) days of notification of each Unauthorized Attachment. Licensor may require that such Unauthorized Attachment be removed by Licensee, or Licensor itself may remove the Unauthorized Attachment without liability, at Licensee's expense. The Unauthorized Attachment Fee shall be in addition to any and all other applicable fees, including without limitation, a fee for each Unauthorized Attachment equal to the sum of (a) the Pole Attachment License Fee *times* the number (not to exceed five) of full or partial calendar years from the most recent date that Licensor commenced an audit of Licensee's Attachments (the "Last Audit Date") to the date that Licensor notified Licensee of the Unauthorized Attachment (the "Catch-Up Fee"), *plus* (b) interest on the Catch-Up Fee at the rate of ten percent (10%) per annum from the Last Audit Date to the date of Licensee's payment of the Catch-Up Fee. Nothing herein shall act to limit any other remedies, including a remedy for trespass, which may be available to Licensor as a result of any Unauthorized Attachment.

10.2. Licensor Failure to Act. No act or failure to act by Licensor with regard to any Unauthorized Attachment shall be deemed to ratify or license the Unauthorized Attachment. If an

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Application for such attachment is subsequently approved, such approval shall not operate retroactively to constitute a waiver by Licensor of any of its rights under this Agreement regarding the Unauthorized Attachment, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception with regard to any such Unauthorized Attachment.

11. REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES

11.1. Replacement or Relocation of Poles. Except in an emergency involving safety of persons or protection of property, as determined by Licensor in its sole judgment, Licensor shall provide at least twenty (20) days notice to Licensee whenever Licensor intends to replace or relocate an Attached Pole, specifying the poles involved and the time of such proposed replacement or relocation. Licensee may, at the time so specified, transfer its Attachments to the new or relocated Attached Pole. Should Licensee fail to transfer its Attachments at the time specified for such transfer, Licensor may elect to transfer Licensee's Attachments, and Licensee shall reimburse Licensor for all costs of such transfer, and Licensor shall not be liable for any loss or damage to Licensee's facilities which may result. Licensee shall be responsible for any additional damages resulting from its failure to transfer its Attachments. If Licensor has removed its attachments and Licensee's Attachment(s) remain on the original pole, Licensee shall become liable for the original pole, if it still exists, as provided in **Section 12.1**.

11.2. Replacement and Relocation Costs. Licensor shall replace or relocate Distribution Poles at its own expense. Notwithstanding the foregoing, if Licensor in good faith determines that a Distribution Pole needs replacement in order to accommodate Licensee's proposed Attachments, then Licensor may do so with Licensee's consent and Licensee will bear the expense of such replacement.

11.3. Vacating Pole Space. In the event it becomes necessary for Licensor, Licensor's subsidiary or affiliate or any other entity in which Licensor holds an interest, or another utility with whom Licensor has a prior agreement for pole attachments, to use the space on a Distribution Pole occupied or to be occupied by Licensee's Attachments, Licensee shall, upon receipt of not less than sixty (60) days notice, either (a) vacate the space by removing its Attachments at its own expense, or (b) if Licensor decides to replace the pole with a larger pole that can accommodate Licensee's Attachments, bear the expense of such replacement and transfer its Attachments to the new pole.

11.4. Costs for Installation, Removal and Transfer of Licensee's Attachments. Licensee shall be solely responsible for all costs of installation, removal or transfer of its Attachments on, from or to Licensor's Distribution Poles.

11.5. Costs for Rearrangement of Other Facilities. In any case where the facilities of Licensor or another attacher(s) are required to be rearranged on the poles of Licensor in order to accommodate Licensee's Attachments, Licensee shall contact and coordinate with the other attacher(s) and reimburse Licensor and the other attacher(s) the total reasonable costs incurred by Licensor or the other attacher(s) in rearranging such facilities to accommodate Licensee's Attachments.

12. ABANDONMENT OR REMOVAL OF ATTACHED POLES; COMPLIANCE WITH GOVERNMENT DIRECTIVES

12.1. Right to Abandon or Remove; Licensee Obligations. Upon not less than sixty (60) days notice to Licensee, Licensor may, in its sole discretion, abandon or remove any Attached Pole. Within this 60-day period, Licensee shall remove its Attachments and may place its facilities underground if authorized to place its facilities underground, transfer its facilities to the nearest facilities owned by Licensor if authorized by Licensor, or take other action not inconsistent with this Agreement. If, at the expiration of the 60-day period, Licensor shall have no attachments on such pole but Licensee shall not have removed all of

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its Attachments, such pole may be sold to and become the property of Licensee at the sole option of Licensor. If Licensor elects to sell such pole, Licensor shall provide Licensee with a properly authorized bill of sale reflecting the net book value of the pole. Licensee shall receive the pole **"as is,"** and shall indemnify, defend and hold harmless Licensor from all obligation, liability, cost, claim, damage, expense or charge related thereto or raised thereafter. Should Licensor elect to sell such pole, Licensee shall take title to the pole for all purposes. Because poles and related items may contain various hazardous chemicals or properties, Licensee shall comply with the terms and directions of the appropriate material safety data sheet and with state and federal law regarding the maintenance, replacement, and/or disposal of the pole. Licensor does not warrant, guarantee, or imply that such pole possesses sufficient mechanical strength as required by or for any use of Licensee. Licensor makes no representations or guarantees concerning any right to occupy the premises where the pole is currently located upon the removal of Licensor's facilities.

12.2. Governmental Requirement to Remove. In the event that the use of any Distribution Pole is or becomes lawfully forbidden by federal, state, county or municipal authorities or by owners of private property, Licensor shall provide at least sixty (60) days notice to Licensee that the Authorization covering the use of such pole will be terminated, and that the Attachment(s) of Licensee must be removed from the affected pole at Licensee's expense. Notwithstanding the foregoing, if the federal, state, county or municipal authority, or private landowner requires discontinuance of the pole in less than sixty (60) days, the notice provided by Licensor shall be reduced accordingly.

12.3. Governmental Requirement to Shorten Pole. If a governmental authority requires Licensor to reduce the height of a Distribution Pole such that the continued presence of Licensee's Attachments would not comply with the requirements of this Agreement, then the Authorization covering Licensee's Attachments to the pole shall immediately terminate upon notice from Licensor, and Licensee shall remove its Attachments from the affected pole at its own expense by the date specified by Licensor.

12.4. Removal of Attachments. Licensee may at any time and in its sole discretion remove any of its Attachments from Licensor's Distribution Poles, but shall provide, for all Attachments except Service Drops, at least seven (7) business days prior notice of such removal to Licensor. For the removal of a Service Drop, Licensee shall provide notice of such removal to Licensor within sixty (60) days after removal of the Service Drop. In either of such instances, such notice shall fully identify, by pole number and location, the poles from which such Attachments are being removed. Licensee's obligations to make Pole Attachment License Fee payments shall continue until (i) Licensor receives such notice, and (ii) Licensee actually removes its Attachments. No refund of any Pole Attachment License Fee will be due on account of such removal unless that removal is triggered by a Default of this Agreement by Licensor. Licensee shall immediately treat all affected poles with an industry-acceptable wood preservative, plug all holes left by such Attachments, and repair such facilities as reasonable and appropriate in Licensor's judgment.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1. Common Representations. Each Party represents and warrants that: (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it; and (e) no consents need be obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement.

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13.2. Required Authorizations. Licensee represents and warrants that it has obtained all Required Authorizations, and covenants that it will maintain and comply with the Required Authorizations throughout the Term.

13.3. LIMITATIONS ON WARRANTIES. THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF LICENSOR'S DISTRIBUTION POLES.

14. INDEMNIFICATION

14.1. Licensee Indemnification. To the extent allowed by law, Licensee shall indemnify, protect, save harmless and insure Licensor and its officers, directors, employees and members, from and against any and all claims and demands for, or litigation with respect to, service interruptions, damages to property and/or injury or death to persons, including payments made under any worker's compensation law or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, or other damages which may arise out of or be caused by Licensee or its agents, employees, contractors or subcontractors with respect to the erection, operation, maintenance, presence, use, repair, rearrangement or removal of Licensee's Attachments or Unauthorized Attachments or the proximity of Licensee, its agents and employees on or in the vicinity of Licensor's Distribution Poles.

14.2. Notice. In the event of any claim, demand or litigation specified in this section, Licensor shall give notice to Licensee of such claim, demand or litigation. In connection with the indemnification and other obligations of Licensee with respect to such claim, demand or litigation (each a "Claim"), (a) Licensor shall have the right to select attorneys of its choosing to represent its interest in any proceeding related to such Claim, and (b) Licensee shall not settle or compromise a Claim or consent to entry of any judgment in respect of a Claim without Licensor's prior written consent. Licensor shall, at Licensee's expense, cooperate with Licensee in the defense and/or settlement of any claim, demand or litigation. Nothing herein shall be deemed to prevent Licensor from participating in the defense and/or settlement of any claim, demand or litigation by Licensor's own counsel at its own expense.

15. LIMITATIONS ON DAMAGES

UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY LICENSEE OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF LICENSEE FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

16. INSURANCE

16.1. Insurance Requirement. Licensee shall carry insurance in such form and issued by such companies as are reasonably satisfactory to Licensor to protect the Parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of any loss, injury, death or damage involving any Attachment. Throughout the Term of this Agreement, Licensee shall take out and maintain, and shall ensure

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that its agents, contractors and subcontractors take out and maintain, insurance that, at a minimum, meets the following requirements of Licensor, or such other requirements as Licensor may determine as necessary from time to time:

(a) Workers' compensation and employer's liability insurance, as required by law and sufficient to fully protect Licensor and Licensee from any and all claims by employees of Licensee under workers' compensation act or employers' liability laws, including any employers' disability insurance law.

(b) Commercial general liability insurance covering all of Licensee's operations under this Agreement with combined single limits for bodily injury or property damage of not less than $10 million each occurrence and $10 million aggregate for occurrences during the policy period. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or excess liability form.

(c) Automobile liability insurance on all motor vehicles used in connection with the Agreement, whether owned, non-owned, or hired, with combined single limits of bodily injury or property damage of not less than $10 million per occurrence. This required insurance may also be in a policy or policies of insurance, primary and excess including the umbrella or excess liability form.

All of Licensee's policies of insurance required under this **Section 16.1** (other than workers' compensation and employer's liability insurance) shall be primary and non-contributory and include Licensor as an additional insured thereunder with any other coverage elsewhere afforded or available to Licensor, as well as provide primary coverage for all losses and damages caused in whole or in part by the acts and/or omissions of Licensee related to or arising out of Licensee's operations under this Agreement. All of Licensee's policies of insurance required under this section shall include a waiver of subrogation in favor of Licensor.

16.2. Certificate of Insurance. Within two (2) business days after the Effective Date, Licensee shall furnish to Licensor a certificate evidencing compliance with the above insurance requirements. This certificate shall list Licensor as additional insured and shall note specific cancellation language, as follows: "In the event of cancellation or material change of said policies, the insuring company shall give the Party to whom this certificate is issued thirty (30) days prior notice of such cancellation or material change." If Licensee fails to renew adequate insurance, Licensor may, in addition to any other available remedies, terminate this Agreement pursuant to **Section 17** (Defaults).

16.3. Responsibility for Contractors. Licensee shall bear full responsibility for ensuring that its agents, contractors and subcontractors are in full compliance with the requirements of this section before they perform any work for Licensee in connection with this Agreement.

16.4. No Limitation on Indemnities. The purchase of the insurance required by this section shall not relieve Licensee of its liability or obligations under this Agreement or otherwise limit Licensee's liability under **Section 14**.

17. DEFAULTS

17.1. Licensee Default. If Licensee is in Default under this Agreement and fails to correct such Default within the cure period specified below, Licensor may, at its option, and without further notice:

(a) declare this Agreement to be terminated in its entirety;
(b) terminate the Authorization covering the Distribution Pole(s) with respect to which such Default shall have occurred;

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(c) decline to authorize additional Attachments under this Agreement until such Defaults are cured;

(d) suspend Licensee's access to or work on any or all of Licensor's Distribution Poles;

(e) correct such Default and charge Licensee as provided in this Agreement; and/or

(f) seek specific performance of the terms of this Agreement through a court of competent jurisdiction.

17.2. Licensee Cure Period. For a period of thirty (30) days following receipt of notice from Licensor, Licensee shall be entitled to take all steps necessary to cure any Defaults. The 30-day notice and cure period does not apply to any Default by Licensee of its payment obligations under this Agreement.

17.3. Termination Because of Licensee Default. If Licensor terminates this Agreement because of Licensee's Default, Licensee shall not be entitled to any refund of any Pole Attachment License Fee.

17.4. Reimbursement for Licensor Work. If Licensee fails to cure a Default with respect to the performance of any work that Licensee is obligated to perform under this Agreement, Licensor may elect to perform such work, and Licensee shall reimburse Licensor for all costs related thereto.

17.5. Licensor Default. If Licensor is in Default under this Agreement, Licensor shall have thirty (30) days following notice from Licensee within which to correct such Default. If Licensor does not cure its Default within the allotted time period, Licensee may, at its sole discretion and as its sole and exclusive remedies, either terminate this Agreement or seek specific performance of the terms of this Agreement through a court of competent jurisdiction.

17.6. Attorney Fees and Court Costs. If either Party fails to cure a Default with respect to any of its obligations under this Agreement and it becomes necessary for the other Party to obtain the services of an attorney, who is not a salaried employee of that Party, to enforce its rights under this Agreement, the defaulting Party agrees to pay all reasonable attorneys' fees and court costs of litigation associated with such enforcement, if the other Party is successful.

18. TERMINATION OF AGREEMENT

Upon termination of this Agreement, Licensee shall remove all of its Attachments from all of Licensor's Distribution Poles within sixty (60) days after the effective date of such termination. If any Attachments are not so removed within sixty (60) days following such termination, Licensor shall have the right to remove such Attachments, and to use, dispose of or sell same, at Licensee's sole expense and without any liability to Licensee.

19. WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

20. MODIFICATIONS

Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented at any time only upon written agreement by the Parties hereto. Notwithstanding the foregoing, all Exhibits may be modified by Licensor upon not less than thirty (30) days notice to Licensee. The names, addresses, facsimile numbers and electronic mail addresses to which notices must be sent may be modified by either Party upon notice to the other.

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21. PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property and services subject to this Agreement.

22. NOTICES

Any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other shall be in writing and shall be delivered via personal delivery, Federal Express (or other equivalent, generally recognized overnight delivery service), facsimile or electronic mail transmission, or certified U.S. mail return receipt requested. Notice given by facsimile shall be deemed to have been received when transmitted, provided that the sender shall have received a transmission report indicating that all pages of the notice have been transmitted with the correct facsimile number. Notice given by electronic mail shall be deemed to have been received when sent to an electronic mail address designated by the applicable Party. Notice given by personal delivery, overnight delivery, or certified U.S. mail shall be effective upon receipt.

23. FORCE MAJEURE

Except as may be expressly provided otherwise, neither Party shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the Parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each Party shall promptly notify the other Party of any delay in performance under this section and its effect on performance required under this Agreement.

24. CONSTRUCTION OF AGREEMENT

This Agreement was reached by each Party after arms' length negotiations and upon the opportunity for advice of counsel, and shall not in any way be construed against either Party on the basis of having drafted all or any part of this document. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "including" or "includes" do not limit the preceding words or terms.

25. OWNERSHIP RIGHTS

All Attached Poles under this Agreement shall remain the property of Licensor, and Licensee's rights in Licensor's Distribution Poles shall be and remain a mere license for as long as authorized under the terms and conditions of this Agreement. Nothing herein shall be construed to compel Licensor to maintain any of its poles for a longer period than is required by Licensor's own service requirements.

26. THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the Parties and may be enforced solely by the Parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, except as provided herein.

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27. SEVERABILITY

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail. In such event, however, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

28. PRIOR AGREEMENTS SUPERSEDED

This Agreement embodies the entire agreement between Licensor and Licensee with respect to the subject matter of this Agreement, and supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee and/or any of Licensee's predecessors, subsidiaries or affiliates, written or unwritten, with respect to that subject matter.

29. ASSIGNMENT AND TRANSFER

Licensee shall not assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation, individual or other third party, without the prior written consent of Licensor. Licensor may condition such consent upon the assignee's or transferee's agreement to reasonable additional or modified terms or conditions. If there is a change of Control of Licensee, then Licensor shall have the right, in its reasonable discretion, immediately to terminate this Agreement in its entirety without further liability. Licensor may assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation, individual or other third party, without the prior consent of Licensee.

30. FACSIMILE AND ELECTRONIC SIGNATURES; COUNTERPARTS

This Agreement may be executed using facsimile or electronic signatures and such facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version. This Agreement may be executed in counterparts, each of which shall be deemed an original.

31. SURVIVAL; LIMITATIONS ON ACTIONS

Notwithstanding the termination of this Agreement for any reason, **Sections 14, 15, 19, 22** and **25** through **29** shall survive termination for the applicable statute of limitations. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations.

[END OF TERMS AND CONDITIONS]

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Exhibit 1.1

POLE ATTACHMENT APPLICATION

In accordance with the terms of that certain Pole Attachment License Agreement between Denton County Electric Cooperative, Inc., d/b/a CoServ Electric, and the undersigned "Licensee," application is hereby made for Licensee to make attachments to ____ (no more than 50) Distribution Poles located in or near _____, in the County of _____ and the State of _____.

The poles for which Authorization to attach is requested are listed by pole number below and further identified on the attached map.

The following information is attached as part of this Application:

(a) construction plans and drawings detailing Licensee's build out plan;
(b) maps indicating specifically the Distribution Poles of Licensor that Licensee proposes to use;
(c) the number and character of the Attachments to be placed on each Distribution Pole, including the number and types of Attachment, and the weight of any wire, strand or cable included in the Attachment;
(d) all equipment to be included in Licensee's attachments, including pedestals;
(e) Drop/Lift Poles that Licensee intends to install;
(f) the total tension, weight, and transverse loading data for the wires, including multiplication by the applicable overload factors of the NESC;
(g) the size and type of messenger wire including weight/feet and design tension;
(h) the size and type of cable including weight/feet, design tension, and diameter;
(i) a drawing showing the type and manner of bolted Attachments;
(j) a drawing showing installation specifications, rating, and guy and anchor requirements proposed to be used by Licensee;
(k) any pedestal attachments; and
(l) any other information necessary, in Licensor's sole judgment, for Licensor to determine if the requirements of **Section 4.4** are met.

LICENSEE:

_____
[Insert name of Licensee]

By: _____
Printed Name: _____
Title: _____
Date: _____

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

List of Poles

(List pole numbers and attach map.
Use additional sheets as necessary)

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

Exhibit 1.11

LOCATION OF LICENSEE'S SERVICE AREA

Attached hereto is a map or sketch graphically depicting Licensee's Service Area for purposes of this Agreement. This map need not show the precise location of each of Licensor's poles to which attachment is sought, but should identify the general area in which Attachments currently exist or are planned.

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

Exhibit 1.12

LICENSOR RULES AND PRACTICES FOR ATTACHMENTS

1. Licensee shall install and maintain its Attachments at its own expense.

2. Any unbalanced loading of Licensor's Distribution Poles caused by the placement of Licensee's facilities shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Licensor. For any new Attachments, such guy and anchor shall be installed by Licensee prior to the installation of any Attachment. Licensee may not place new guy attachments on Licensor's anchors.

3. A preliminary "ride through" of the proposed route of Licensee's facilities shall be made by representatives of Licensor and Licensee upon request by Licensor.

4. Licensee shall check and verify the condition of any pole prior to climbing or performing work on it. If a pole is deemed unsafe, Licensee must immediately notify Licensor by telephone and in writing as soon as practicable.

5. All Attachments shall be located on the same side of each pole as any existing telephone or communications cable, or as otherwise designated by Licensor.

6. On Attached Poles where Licensor has secondary conductors, all Attachments shall be located on the same side of the pole as the secondary conductors, or as otherwise designated by Licensor.

7. Licensee shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire in accordance with current NESC requirements. All grounds shall be buried to minimum depths required by the current NESC.

8. Licensee shall install no power supply on any of Licensor's poles on which underground electric services, capacitor banks, sectionalizing equipment or voltage regulators are already installed.

9. No electrical service connection to a communications power supply shall be made or installed by Licensee until after Licensor shall have completed inspection of an approved fused service disconnect switch or circuit breaker.

10. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.

11. All Attachments of Licensee shall have at least two inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.

12. All of Licensee's Attachments shall comply with NESC clearance requirements and shall be located a minimum of forty (40) inches below Licensor's lowest attached facilities, or located at a position as otherwise specified by Licensor in writing. All mid-span clearances between Licensee's facilities and Licensor's lowest conductors shall comply with NESC clearance requirements.

13. Licensee may, with prior written approval of Licensor, install cross arms, alley arms, or cable

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or alley arm brace above the arm that it supports.

14. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, subject to the approval of Licensor in its sole discretion.

15. In the event that any of Licensee's proposed attachments are to be installed upon poles already jointly used by Licensor and another party(ies), Licensee shall negotiate with such other party(ies) to determine clearances between its facilities and those of Licensor and such other party(ies), except that Licensee may not in any way modify the clearance requirements set forth in this Agreement.

16. Licensee shall provide to Licensor a statement summarizing the standards used by Licensee for its standard pole attachment installations. Such standards shall be signed and approved by a Professional Engineer (who is licensed in the State of Texas) representing Licensee, confirming that Licensee's standard installations conform with the current NESC and good engineering design. With respect to non-standard Attachments, Licensee's Professional Engineer shall prepare or review plans for such non-standard Attachments, and submit such plans to Licensor with a statement that such non-standard Attachments comply with the NESC and good engineering design.

17. Licensee shall not drill holes larger than 5/8" diameter in Licensor's Distribution Poles without Licensor's prior written consent.

18. Licensee shall remedy or remove any Attachments that Licensor reasonably determines cause or may cause damage to Licensor's Distribution Poles or other equipment. Licensor may perform, or cause to be performed, a joint use survey of any of Licensee's Attachments, at Licensee's expense.

* * *

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

Exhibit 1.14

MAKE READY ESTIMATE
AND ACCEPTANCE OF MAKE READY ESTIMATE

Make Ready Estimate

To accommodate Licensee's proposed Attachments, Licensor must perform the following Make Ready Work at an estimated cost to Licensee of $ _____ and with an estimated completion date of _____:

[SEE ATTACHED]

LICENSOR:

Denton County Electric Cooperative, Inc., d/b/a CoServ Electric

By: _____
Printed Name: _____
Title: _____
Date: _____

* *

Acceptance of Make Ready Estimate

The above Make Ready Estimate is accepted by Licensee.

Licensee shall complete installation of its Attachment(s) within ___ days following Licensor's notice of completion of Make Ready Work.

LICENSEE:

_____
[Insert name of Licensee]

By: _____
Printed Name: _____
Title: _____
Date: _____

Attachment: Celina, City of, Pole Attachment License Agreement 2022-0603 (Coserv Fiber Agreement)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kim Brawner, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Punk Carter Water Line - Huddleston to Legacy

Action Requested:
Consider and act to authorize the City Manager to a Reimbursement Agreement by and between the City of Celina and Tollway/Outer Loop, L.P. to construct an 18" water line from Huddleston Drive to Legacy Drive (Brawner)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:
Approve

REIMBURSEMENT AGREEMENT FOR WATER IMPROVEMENTS

THIS REIMBURSEMENT AGREEMENT FOR WATER IMPROVEMENTS (herein this "Agreement"), is made and entered into this June ___, 2022 (the "Effective Date") between the City of Celina, Texas, a Texas home-rule municipality (the "City"), and Tollway/Outer Loop, L.P., a Texas limited partnership ("Cambridge"). City and Cambridge are each a "Party" and collectively, the "Parties".

WHEREAS, the Parties desire to set forth the manner of construction and installation of an offsite 18-inch waterline depicted in **Exhibit A** attached hereto and incorporated herein (the "Main") and the payment for the actual costs of such Main; and

WHEREAS, pursuant to a development agreement executed on February 28, 2017, subsequently amended on May 8, 2018, to which the City and Cambridge are parties ("Cambridge Development Agreement"), Cambridge has no responsibility for the construction of the Main; and

WHEREAS, Cambridge intends to construct the Main in order to serve its adjacent development, subject to reimbursement of the costs of construction, minus certain costs that Cambridge will have reimbursed separately; and

WHEREAS, the City intends to reimburse Cambridge for a portion of the construction of the Main, pursuant to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the consideration herein recited, the receipt of which is expressly acknowledged by all Parties, the Parties hereby mutually agree as follows:

1. Recitals. The Recitals above are hereby incorporated into the body of this Agreement.

2. Construction of Main and Reimbursement. Cambridge shall construct the Main at its own expense, subject to reimbursement as set forth herein. The construction costs of the Main shall be divided into two portions, which shall be separately reimbursed to Cambridge. The two separate portions are depicted in **Exhibit A** in green ("West Portion") and red ("East Portion"). Cambridge will bid the job to Cullum Construction Company, Inc. and KCK Utility Construction, Inc. Cambridge shall have commercially reasonable discretion in determining the winning bid based on cost and timing. Within thirty (30) days of Cambridge's completion of the Main and the issuance of final acceptance by the City (as described in Section 10.03.046(e) of the City's Code of Ordinances) (the actual date of reimbursement is referred to hereinafter as the "City Reimbursement Date"), City shall reimburse Cambridge for (i) the actual all-in cost to construct the East Portion, including, without limitation, the actual costs for design, staking and City fees (but exclusive of construction management); and (ii) the actual all-in cost of upsizing the West Portion from a twelve (12) inch line to an eighteen (18) inch line, including, without limitation, the actual costs for design, staking and City fees (but exclusive of construction management) (collectively, the "City Reimbursement Amount"). The City shall have no responsibility for the actual construction costs of the twelve (12) inch line of the West Portion.

Attachment: 3rd party executed agreement (Punk Carter Water Line - Huddleston to Legacy)

3. City Obligations. By the execution of this Agreement, it is expressly understood that the City does not assume any obligations which may arise under any terms of an agreement previously entered into or which may in the future be entered into by Cambridge with a third party for the construction of the subject Main.

4. City Approval of Construction Costs. Prior to construction commencement, Cambridge will provide the City with an opinion of probable cost (the "OPC") for the construction of the Main for the City's initial approval, which opinion of probable cost shall be in a form that allows the Parties to determine the separate costs of the East Portion, West Portion, and the upsizing on the West Portion. Upon completion of the Main construction (or any segment, section, or portion thereof), Cambridge will furnish the City with invoices substantiating the construction cost that Cambridge is requesting reimbursement on. The invoices will clearly delineate the separate costs of the East Portion, West Portion, and the upsizing on the West Portion. Such itemized list, after audit and approval by the City, will determine the actual total construction costs for the Main. If the construction costs do not conform reasonably (taking into account the current high inflation environment) with the OPC initially approved by the City (it being understood that Cambridge is not guaranteeing that the actual construction costs will not exceed the opinion of probable cost), then the City may disapprove any non-conforming construction costs by providing a written notice to Cambridge specifying the non-conforming costs. If the construction costs are approved only in part, the City shall process the approval of such partial work described in Section 2, for reimbursement in the manner provided herein. Without limitation of any remedies available to Cambridge at law or in equity, any denial may be appealed to the City Council of the City in writing within thirty (30) days of being denied by City.

5. Construction on Property. Cambridge agrees to obtain and make available any necessary easements, permits and right of way, together with necessary working space as required to construct the Main wherever it crosses private property. The City grants Cambridge permission to construct the Main wherever the Main crosses or parallels any public utility easement, street or property owned or controlled by the City. Construction on the Main shall begin within sixty (60) days of the City issuing a permit.

6. Compliance with City Regulations; City Approval and Acceptance. The Main shall be designed by Cambridge per the City's Engineering Design Standards (as described in Article 10.04 of the City's Code of Ordinances) and installed in accordance with current City ordinances, standards and specifications. The City Engineer or his/her representative will make a determination of whether the subject Main is constructed in accordance with approved engineering plans and specifications. Upon completion and acceptance of the Main by the City, including the City's Engineer, the Main shall become the property of the City and an integral part of the City's system and subject to maintenance, jurisdiction and control of the City. If, for any reason, the Main should be commenced but not completed, that portion having been constructed shall become the property of the City and subject to maintenance, jurisdiction and control of the City and Cambridge shall, to the extent it is lawful, be reimbursed as provided herein for any completed and accepted segment, section, or portion of the Main.

Attachment: 3rd party executed agreement (Punk Carter Water Line - Huddleston to Legacy)

7. No Other City Financial Obligations. No ad valorem tax, revenue or income is or shall ever be encumbered by the terms of this Agreement, and no appropriation by the City is required therefrom when this Agreement is authorized and executed. Further, this Agreement shall in no manner be construed to create a debt against the City or charge against any of its revenues from whatever source derived.

8. Severability. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, the other and remaining provisions of this Agreement shall not in any way be affected and all provisions of this Agreement which are not declared to be illegal shall be binding upon the Parties; Cambridge agrees that in the event that a court determines all or a portion of this Agreement is unenforceable, Cambridge shall have the option to discontinue further work on the Main and if the Main has not been completed, refuse to make any further expenditures in the way of furnishing labor, materials and supplies. It is specifically agreed, however, that the portion of the Main which may have been constructed shall become the property of the City for all purposes and Cambridge shall, to the extent it is lawful, be reimbursed as provided herein for any completed and accepted segment, section, or portion of the Main. The City shall not be liable for any costs expended by Cambridge prior to the court's decision. Should Cambridge continue work after such court decision, Cambridge does so at Cambridge's own risk, cost and expense unless the Parties agree otherwise in writing.

9. Indemnity. **CAMBRIDGE ON BEHALF OF ITSELF, ITS CONTRACTORS, AND ITS AGENTS, COVENANTS AND AGREES TO HOLD HARMLESS AND INDEMNIFY THE CITY FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE WHICH MAY ARISE FROM THE MAIN CONSTRUCTION OPERATIONS PERFORMED UNDER THE TERMS OF THIS AGREEMENT; AND CAMBRIDGE ALSO AGREES AND DOES HEREBY AGREE TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF CONTRACTORS, SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIAL, PERSONS, AND SUPPLIERS INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. CAMBRIDGE WILL FURNISH TO THE CITY SATISFACTORY EVIDENCE OF THE DISCHARGE OF SUCH CLAIMS PRIOR TO RECEIVING ANY REIMBURSEMENT PAYMENT FROM THE CITY. 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 GROSS NEGLIGENCE OF THE CITY.**

10. Assignment. 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 Cambridge without the consent of, but upon written notice to the City pursuant to Section 11 of this Agreement, however City shall in no event be required to divide and send payments to more than two (2) parties. Except as expressly provided herein, this Agreement may not be assigned by any Party without the written consent of the other Parties and any attempted assignment without such written consent shall be null and void and without legal effect.

Attachment: 3rd party executed agreement (Punk Carter Water Line - Huddleston to Legacy)

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

With a copy to:
Messer, Fort & McDonald, PLLC
Attn: Julie Fort
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400

With a copy to:
Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, TX 75206
E-mail: lvanzant@hbwvlaw.com
TEL: (940) 387-3518
FAX: (866) 580-1744

To Cambridge:
Attn: Mr. James J. Melino
Tollway/Outer Loop, L.P.
c/o The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231
E-mail:jim@cambridgecos.com
TEL: (214) 691-2556
FAX: (214) 691-0682

With a copy to:
Attn: Ms. Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail:misty.ventura@svlandlaw.com
TEL: (214) 328-1101
FAX: (800) 519-3768

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.

Attachment: 3rd party executed agreement (Punk Carter Water Line - Huddleston to Legacy)

12. Termination. This Agreement shall automatically terminate without any further action or notice by any Party upon the City's reimbursement to Cambridge hereunder.

13. General Provisions.

a. No Partnership. Nothing contained in this Agreement nor any acts of the Parties will be construed to make the Parties partners or joint venturers, to create the relationship of principal and agent or any other association between the Parties, or to render any of said Parties liable for the debts or obligations of the other, except as expressly provided in this Agreement.

b. Entirety. This Agreement constitutes the entire agreement between the Parties hereto regarding the subject matter hereof, and supersedes any and all prior negotiations, written or oral agreements, understandings, representations, warranties, or statements at any time made or had by and between the Parties hereto or any representatives of any of the Parties hereto pertaining to the subject matter hereof.

c. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Texas and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Texas without regard for conflicts of laws principles. Venue for any legal action brought hereunder shall be in Collin County, Texas.

d. Governmental Powers; Waivers of Immunity; State Law. By execution of this Agreement, City does not waive or surrender any of its governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does not constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code, or Sections 2274.002 and 2252.151-.154 of the Texas Government Code. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by City of its governmental functions.

e. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The captions and headings set forth in this Agreement are for purposes of convenience only and will have no effect in construing the provisions of this Agreement. All references to "Section" or "Sections," contained herein are, unless specifically indicated otherwise, references to sections of this Agreement. Any approval or consent required of any Party under this Agreement will not be unreasonably withheld, conditioned, or delayed. This Agreement may only be amended by an instrument in writing executed by all of the parties hereto. The person executing this Agreement on behalf of the applicable Party has the requisite power and authority to enter into this Agreement and to take any action on behalf of such Party in connection with the transactions contemplated hereby.

(*signatures on following pages*)

Attachment: 3rd party executed agreement (Punk Carter Water Line - Huddleston to Legacy)

EXECUTED by the City and Cambridge on the Effective Date stated above.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

_____
_____, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of June, 2022, by Jason Laumer City Manager of the City of Celina, Texas, on behalf of the City of Celina, Texas.

_____
Notary Public in and for the State of Texas

Attachment: 3rd party executed agreement (Punk Carter Water Line - Huddleston to Legacy)

TOLLWAY/OUTER LOOP, L.P.,
a Texas limited partnership

By: Tollway/Outer Loop GP, LLC,
A Texas limited liability company
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
its Manager

By: _____
James J. Melino, President

Date: May 25, 2022

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 25th day of May, 2022, by James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as the Manager of Tollway/Outer Loop GP, LLC, a Texas limited liability company, on behalf thereof as the General Partner of Tollway/Outer Loop, L.P., a Texas limited partnership, on behalf thereof.

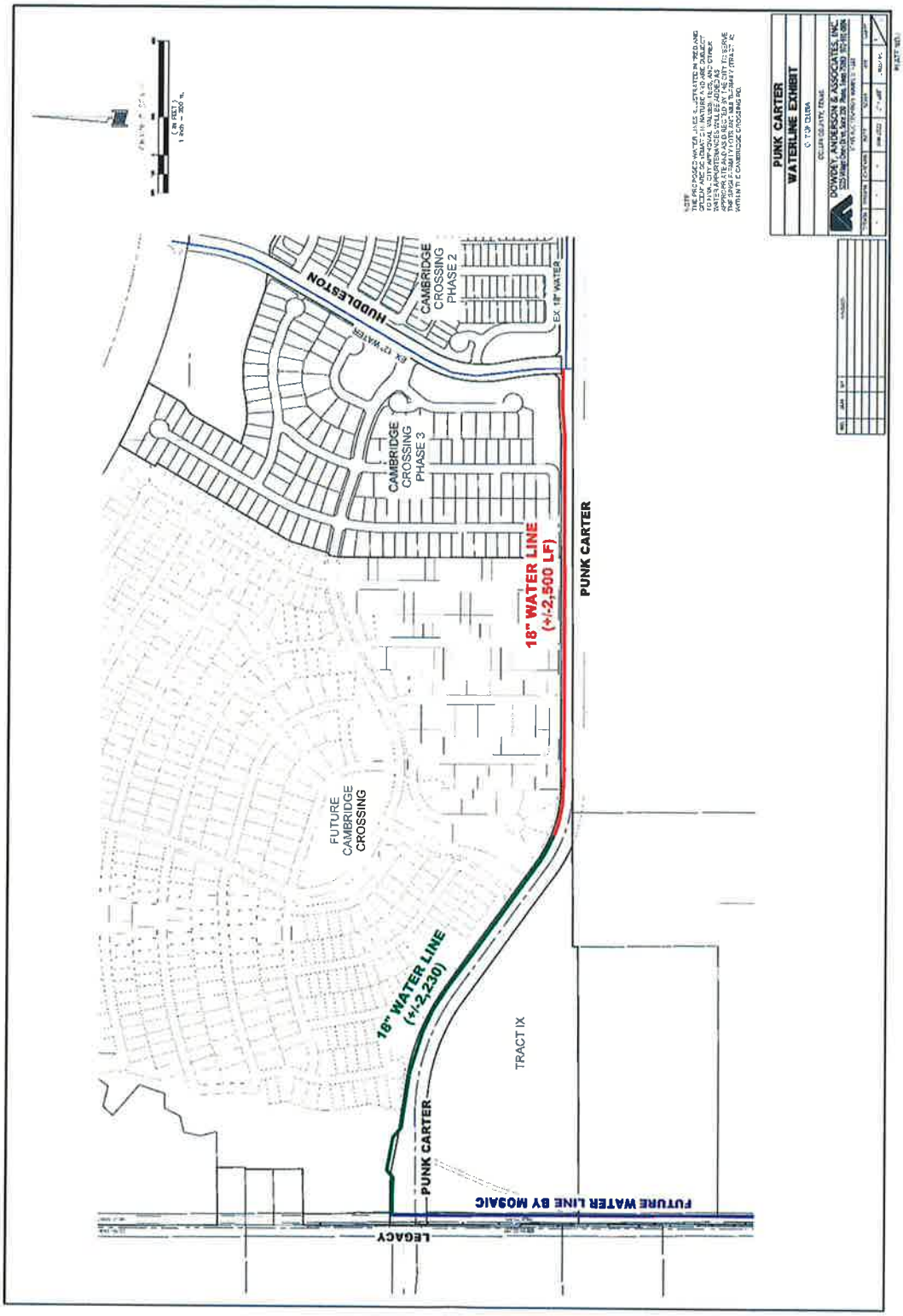
VICKIE ULRICH
Notary ID #6541003
My Commission Expires
June 14, 2025

_____
Notary Public in and for the State of Texas

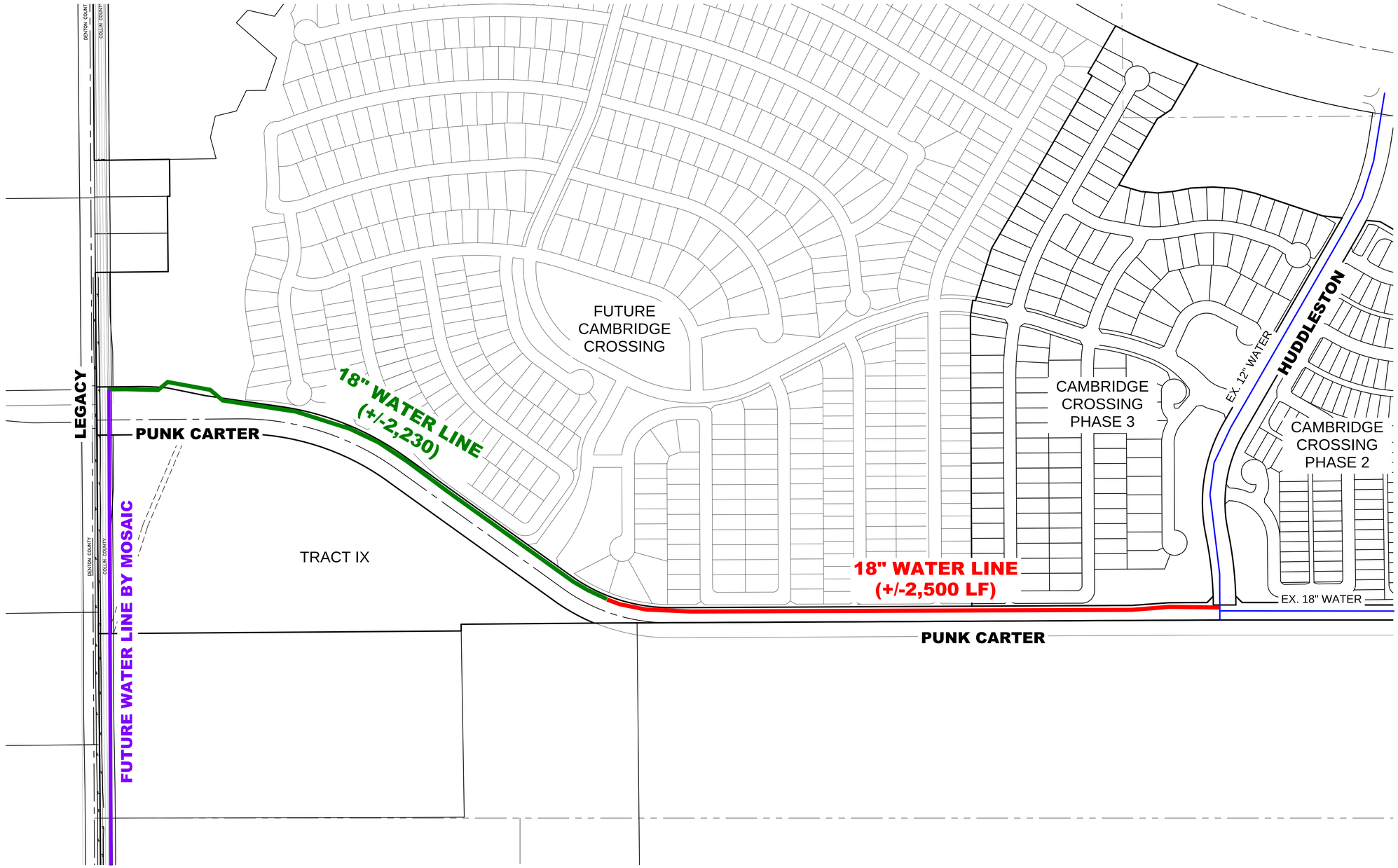
Attachment: 3rd party executed agreement (Punk Carter Water Line - Huddleston to Legacy)

EXHIBIT A

Main



Attachment: 3rd party executed agreement (Punk Carter Water Line - Huddleston to Legacy)



GRAPHIC SCALE

200 100 0 200 600

(IN FEET)
1 inch = 200 ft.

NOTE:
THE PROPOSED WATER LINES ILLUSTRATED IN "RED AND GREEN" ARE SCHEMATIC IN NATURE AND ARE SUBJECT TO FINAL CITY APPROVAL; VALVES, TEES, AND OTHER WATER APPURTENANCES WILL BE ADDED AS APPROPRIATE AND AS DIRECTED BY THE CITY TO SERVE THE SINGLE-FAMILY LOTS AND MULTI-FAMILY (TRACT IX) WITHIN THE CAMBRIDGE CROSSING PD.

NO.	DATE	BY	REVISION

PUNK CARTER
WATERLINE EXHIBIT

CITY OF CELINA

COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

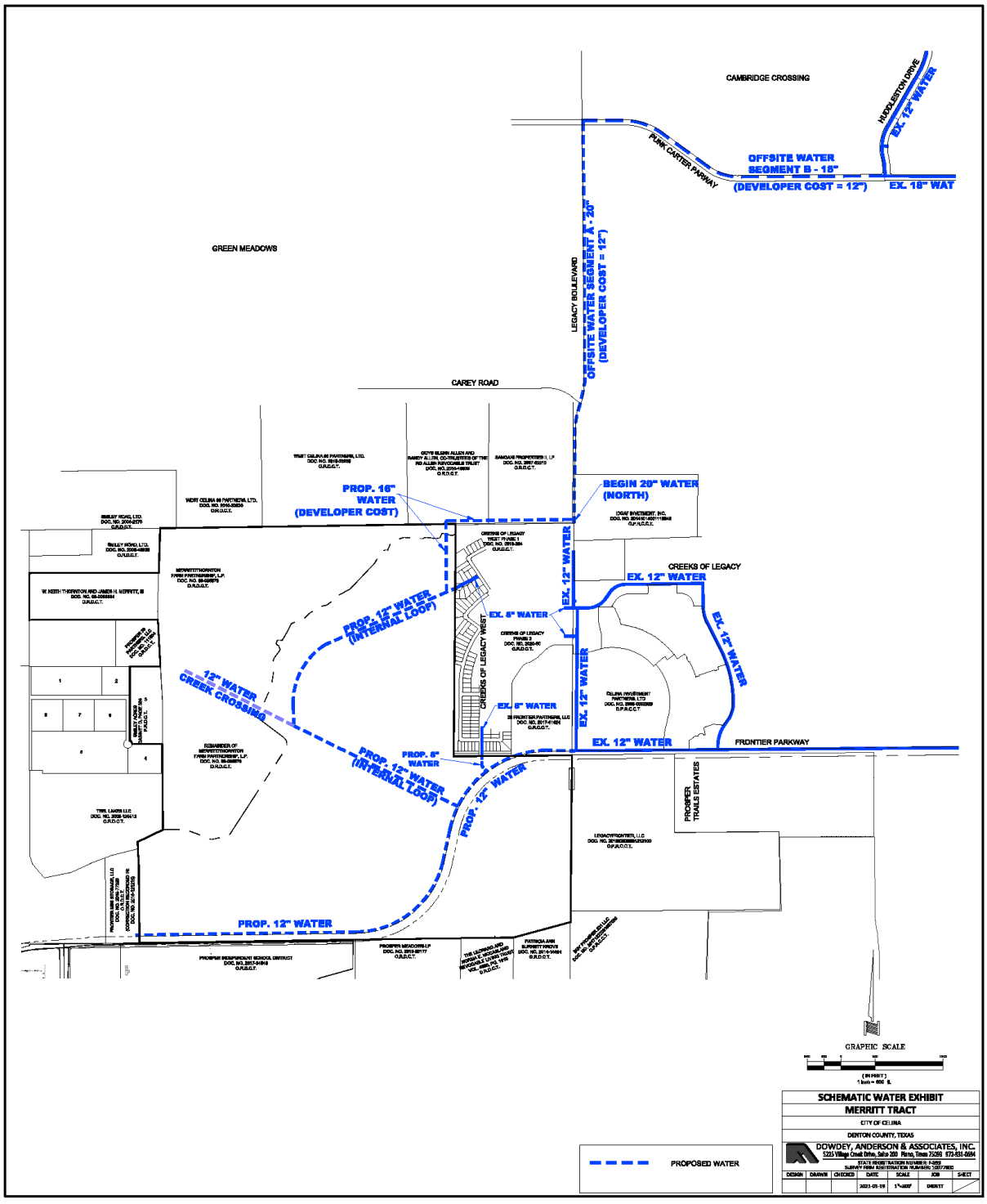
DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
-	-	-	JAN 2022	1" = 200'	14037-PC	1 / 1

PLATE

Attachment: 14037-PC-WAT EXHIBIT-2022-01-24 (Punk Carter Water Line - Huddleston to Legacy)

Y:\14037\14037-PC-WAT EXHIBIT.dwg, 36X24, 1/24/2022 9:52:36 AM, chaffrich

EXHIBIT G
WATER IMPROVEMENTS



Attachment: Mosiac obligation Exhibit G 05.26.21 (Punk Carter Water Line - Huddleston to Legacy)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Assistant City Manager
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: Choate Parkway from Kinship to Custer

Action Requested:
Consider and act to authorize the City Manager to Execute Reimbursement Agreement by and between the City of Celina, CCD-Coit Land, LLC, and Celina 557 Partners, P.P to design and construction Choate Parkway from Custer Road to Kinship Parkway (Brawner)

Background Information:
The developer of Ten Mile Creek is obligated to construct two lanes of the western portion of the Roadway from west of Roseland Parkway to their western Boundary in order to serve its development. Cambridge Developers are obligated to build two lanes of Choate Parkway from Custer Road to the west end of their development. The remainder of Choate Parkway from the western edge of these two developments to Kinship Parkway is the responsibility of the City of Celina.

After meeting with all parties, it was determined that it would be beneficial for the citizens of Celina to have a completed east/west roadway from Kinship Parkway to Custer Road. The future eastbound frontage road of the Outer Loop is expected to be complete from Preston Road to Custer Road by the end of 2022. The goal of the Choate Parkway project is to begin construction in Spring 2023 as the Outer Loop construction project is completed. By staging this project to follow the Outer Loop, drivers will have an alternate route while Choate Parkway is under construction. By consolidating the design and construction of Choate Parkway into one agreement, each developer has committed to a timeline for construction. The agreement states that each developer will have all necessary design complete so that the city can issue a construction permit by January 31, 2023 with an expected completion date no later than May 1, 2024.

The agreement is written such that each part is responsible for their portion of the roadway costs for both design and construction. The attached exhibit specifies financial responsibility. The projected construction costs for the project from west of Roseland to Kinship Parkway is $13.2 M. The city will be responsible for approximately $9.2 M of the cost and will have final approval before the construction contracts are awarded. The construction award will be brought back to council for approval.

Board Review/Citizen Input: NA

Alternatives: Council could direct city staff to not approve the agreement.

Financial Considerations: Design funds will be allocated from roadway capital fund or roadway impact fee as funds are available. Construction costs are not being allocated at this time.

Legal Review: Legal council has reviewed and approved the proposed agreement.

Supporting Documents: Agreement, Exhibit

Staff Recommendation:
Approve

REIMBURSEMENT AGREEMENT
FOR ROADWAY IMPROVEMENTS

THIS REIMBURSEMENT AGREEMENT FOR ROADWAY IMPROVEMENTS (herein this "Agreement"), is made and entered into this 10th day of June, 2022 (the "Effective Date") between the City of Celina, Texas, a Texas home-rule municipality (the "City") and CCD-Coit Land, LLC, a Texas limited liability company ("CCD"), and Celina 557 Partners, L.P., a Texas limited partnership ("Cambridge"). City, CCD, and Cambridge are each a "Party" and collectively, the "Parties".

WHEREAS, the Parties desire to set forth the manner of construction of a portion of Choate Parkway, with two lanes and roundabouts from Custer Road (FM 2478) to Kinship Parkway, depicted in **Exhibit A**, attached hereto and incorporated herein (the "Roadway"), and the payment and reimbursement for the actual costs of such Roadway; and

WHEREAS, pursuant to a development agreement executed on September 14, 2021, to which the City and CCD are parties (the "CCD Development Agreement"), CCD is obligated to construct all or portions of the Roadway; and

WHEREAS, CCD intends to construct two lanes of the western portion of the Roadway from Kinship Parkway to the western edge of the proposed "T" intersection of Choate and Roseland Parkway and Choate ("West Portion") in order to serve its adjacent development, subject to reimbursement by the City for costs of portions of the construction, and Cambridge intends to construct the eastern portion of the Roadway from the western edge of the transition into the roundabout at Roseland Parkway and Choate to the western edge of Collin County Appraisal District Property ID #2123638 at Custer Road (FM 2478) ("East Portion") in order to serve its adjacent development.

NOW, THEREFORE, for and in consideration of the premises and the consideration herein recited, the receipt of which is expressly acknowledged by all Parties, the Parties hereby mutually agree as follows:

1. Recitals. The Recitals above are hereby incorporated into the body of this Agreement.

2. Construction of Roadway and Reimbursement.

a. West Portion. CCD shall construct the West Portion at its own expense, subject to reimbursement as set forth herein. City shall reimburse CCD for the actual all-in cost to construct the West Portion for the City's portion, including, without limitation, the actual construction costs and soft costs such as design, staking, right-of-way and easement acquisition, and City fees (collectively, the "West Portion Costs") within (30) days of submission of cost to the City every (30) days.

b. East Portion. Cambridge shall construct the East Portion at its sole cost and expense. The City shall not be responsible for any of the construction costs, including soft costs such as design, staking and City fees (collectively, the "East Portion Costs"), of the East Portion.

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

Cambridge shall have no responsibility for off-site right-of-way and easement acquisition, nor for the costs thereof. Construction of the East Portion shall be subject to Final Acceptance by the City.

3. City Obligations.

a. By the execution of this Agreement, it is expressly understood that the City does not assume any obligations which may arise under any terms of an agreement previously entered into or which may in the future be entered into by Cambridge or CCD with a third party for the construction of the subject Roadway.

b. No ad valorem tax, revenue or income is or shall ever be encumbered by the terms of this Agreement, and no appropriation by the City is required therefrom when this Agreement is authorized and executed. Further, this Agreement shall in no manner be construed to create a debt against the City or charge against any of its revenues from whatever source derived.

4. City Approval of West Portion Construction Costs. For the West Portion construction, including but not limited to, design and construction, CCD will provide the City with an opinion of probable cost for the construction of the West Portion for the City's initial approval. Upon completion of a West Portion Phase (or any segment, section, or portion thereof), CCD will furnish the City with invoices substantiating the cost that CCD is requesting reimbursement on. Such itemized list, after audit and approval by the City, will determine the actual construction costs for the West Portion. If the construction costs do not conform reasonably with the opinion of probable costs initially approved by the City, then the City may disapprove any non-conforming construction costs by providing a written notice to CCD specifying the non-conforming costs. If the construction costs are approved only in part, the City shall process the approval of such partial work described in Section 2.a., for reimbursement in the manner provided herein. Without limitation of any remedies available to CCD at law or in equity, any denial may be appealed to the City Council of the City in writing within thirty (30) days of being denied by City.

5. Construction on Property. CCD and Cambridge agree to make available any necessary easements, permits and right of way as to property owned or controlled by them, respectively, together with necessary working space as required to construct the Roadway wherever it crosses private property owned or controlled by them, respectively. The City grants CCD and Cambridge permission to construct the Roadway wherever the Roadway crosses or parallels any public utility easement, street or property owned or controlled by the City. Design of the Roadway shall begin no later than six (6) months from the Effective Date. CCD and Cambridge each agree to have all necessary materials in order and submitted to the City to allow City to issue a permit to CCD, for construction of the West Portion, and to Cambridge, for construction of the East Portion, by January 31, 2023. Construction on the Roadway by both CCD (on the West Portion) and Cambridge (on the East Portion) shall begin no later than May 1, 2023. Completion of the Roadway construction, including Final Acceptance by the City for both the West Portion and the East Portion ("Roadway Completion"), shall occur no later than May 1, 2024.

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

As a different project, CCD is constructing Roseland Parkway from the Outer Loop to Choate Parkway. CCD agrees to have 2 lanes of Roseland Parkway construction complete by May 1, 2024, subject to force majeure related delays/impacts

6. Compliance with City Regulations; City Approval and Acceptance. The Roadway shall be designed by CCD and Cambridge per the City's "Engineering Design Standards" (as described in Article 10.04 of the City's Code of Ordinances) and installed in accordance with current City ordinances, standards and specifications. The City Engineer or his/her representative will make a determination of whether the Roadway is constructed in accordance with approved engineering plans and specifications. Upon Roadway Completion, the Roadway shall become the property of the City and an integral part of the City's thoroughfare system and subject to maintenance, jurisdiction and control of the City. If, for any reason, the Roadway should be commenced but not completed, that portion having been constructed shall become the property of the City and subject to maintenance, jurisdiction and control of the City. CCD shall, to the extent it is lawful, be reimbursed as provided herein for any completed and accepted segment, section, or portion of the West Portion.

7. Severability. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, the other and remaining provisions of this Agreement shall not in any way be affected and all provisions of this Agreement which are not declared to be illegal shall be binding upon the Parties; CCD and/or Cambridge agree that in the event that a court determines all or a portion of this Agreement is unenforceable, CCD and/or Cambridge shall have the option to discontinue further work on the Roadway and if the Roadway has not been completed, refuse to make any further expenditures in the way of furnishing labor, materials and supplies. It is specifically agreed, however, that the portion of the Roadway which may have been constructed shall become the property of the City for all purposes and CCD shall, to the extent it is lawful, be reimbursed as provided herein for any completed and accepted segment, section, or portion of the West Portion. The City shall not be liable for any costs expended by CCD and/or Cambridge prior to the court's decision. Should CCD and/or Cambridge continue work after such court decision, they do so at their own individual risk, cost, and expense unless the Parties agree otherwise in writing.

8. Indemnity.

9.1 CCD ON BEHALF OF ITSELF, ITS CONTRACTORS, AND ITS AGENTS, COVENANTS AND AGREES TO HOLD HARMLESS AND INDEMNIFY THE CITY FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE WHICH MAY ARISE FROM THE ROADWAY CONSTRUCTION OPERATIONS PERFORMED UNDER THE TERMS OF THIS AGREEMENT; AND CCD ALSO AGREES AND DOES HEREBY AGREE TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF CONTRACTORS, SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIAL, PERSONS, AND SUPPLIERS INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. CCD WILL FURNISH TO THE CITY SATISFACTORY EVIDENCE OF

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

THE DISCHARGE OF SUCH CLAIMS PRIOR TO RECEIVING ANY REIMBURSEMENT PAYMENT FROM THE CITY. 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 GROSS NEGLIGENCE OF THE CITY.

9.2 CAMBRIDGE ON BEHALF OF ITSELF, ITS CONTRACTORS, AND ITS AGENTS, COVENANTS AND AGREES TO HOLD HARMLESS AND INDEMNIFY THE CITY FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE WHICH MAY ARISE FROM THE ROADWAY CONSTRUCTION OPERATIONS PERFORMED UNDER THE TERMS OF THIS AGREEMENT; AND CAMBRIDGE ALSO AGREES AND DOES HEREBY AGREE TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF CONTRACTORS, SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIAL, PERSONS, AND SUPPLIERS INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. CAMBRIDGE WILL FURNISH TO THE CITY SATISFACTORY EVIDENCE OF THE DISCHARGE OF SUCH CLAIMS PRIOR TO RECEIVING ANY REIMBURSEMENT PAYMENT FROM THE CITY. 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 GROSS NEGLIGENCE OF THE CITY.

9. Assignment. 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 for construction of the West Portion may be assigned by CCD without the consent of, but upon written notice to the City pursuant to Section 10 of this Agreement, however City shall in no event be required to divide and send payments to more than two (2) parties. Except as expressly provided herein, this Agreement may not be assigned by any Party without the written consent of the other Parties and any attempted assignment without such written consent shall be null and void and without legal effect.

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

Commented [CS1]: Please confirm all informat below, as these were copied from respective Development Agreements

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

With a copy to: Messer, Fort & McDonald, PLLC
Attn: Julie Fort
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400

With a copy to: Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, TX 75206
E-mail: lvanzant@hbwvlaw.com
TEL: (940) 387-3518
FAX: (866) 580-1744

To CCD: Attn: Brian Cramer, Larry Corson
CCD-Coit Land, LLC
4925 Greenville Ave. #604
Dallas, Texas 75206
Email: bcramer@ccdevtx.com
lcorson@ccdevtx.com

To Cambridge: Attn: Mr. James J. Melino
Celina 557 Partners, L.P.
c/o The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231
E-mail:jim@cambridgecos.com
TEL: (214) 691-2556
FAX: (214) 691-0682

With a copy to: Attn: Ms. Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail:misty.ventura@svlandlaw.com
TEL: (214) 328-1101
FAX: (800) 519-3768

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. Termination. This Agreement shall automatically terminate without any further action or notice by any Party upon the last to occur of (a) City's reimbursement to CCD for its portion of the West Portion Costs, and (b) the date of Roadway Completion.

12. General Provisions.

a. No Partnership. Nothing contained in this Agreement nor any acts of the Parties will be construed to make the Parties partners or joint venturers, to create the relationship of principal and agent or any other association between the Parties, or to render any of said Parties liable for the debts or obligations of the other, except as expressly provided in this Agreement.

b. Entirety. This Agreement constitutes the entire agreement between the Parties hereto regarding the subject matter hereof, and supersedes any and all prior negotiations, written or oral agreements (not including the Cambridge Development Agreement and CCD Development Agreement), understandings, representations, warranties, or statements at any time made or had by and between the Parties hereto or any representatives of any of the Parties hereto pertaining to the subject matter hereof.

c. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Texas and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Texas without regard for conflicts of laws principles. Venue for any legal action brought hereunder shall be in Collin County, Texas.

d. Governmental Powers; Waivers of Immunity; State Law. By execution of this Agreement, City does not waive or surrender any of its governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does not constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code, or Sections 2274.002 and 2252.151-.154 of the Texas Government Code. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by City of its governmental functions.

e. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The captions and headings set forth in this Agreement are for purposes of convenience only and will have no effect in construing the provisions of this Agreement. All references to "Section" or "Sections," contained herein are, unless specifically indicated otherwise, reference sections of this Agreement. Any approval or consent required of any Party under this Agreement will not be unreasonably withheld, conditioned, or delayed. This Agreement may only be amended by an instrument in writing executed by all of the parties hereto. The person executing this Agreement on behalf of the applicable Party has the requisite power and authority to enter into this Agreement and to take any action on behalf of such Party in connection with the transactions contemplated hereby.

(*signatures on following pages*)

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

EXECUTED by the City, Cambridge, and CCD on the Effective Date stated above.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

_____, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Jason Laumer City Manager of the City of Celina, Texas, on behalf of the City of Celina, Texas.

_____
Notary Public in and for the State of Texas

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

CELINA 557 PARTNERS, L.P.,
a Texas limited partnership

By: Celina 557 GP Partners, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2022, personally appeared James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as Manager of Celina 557 GP Partners, LLC, a Texas limited liability company as General Partner of Celina 557 Partners, L.P., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company and partnership.

_____
Notary Public in and for the State of Texas

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

CCD-Coit Land, LLC

a Texas limited liability company

By: _____

Name: Brian Cramer
Position: Co-manager of CCD-Ten Mile Creek, LLC

STATE OF TEXAS §
§
COUNTY OF COLLIN §

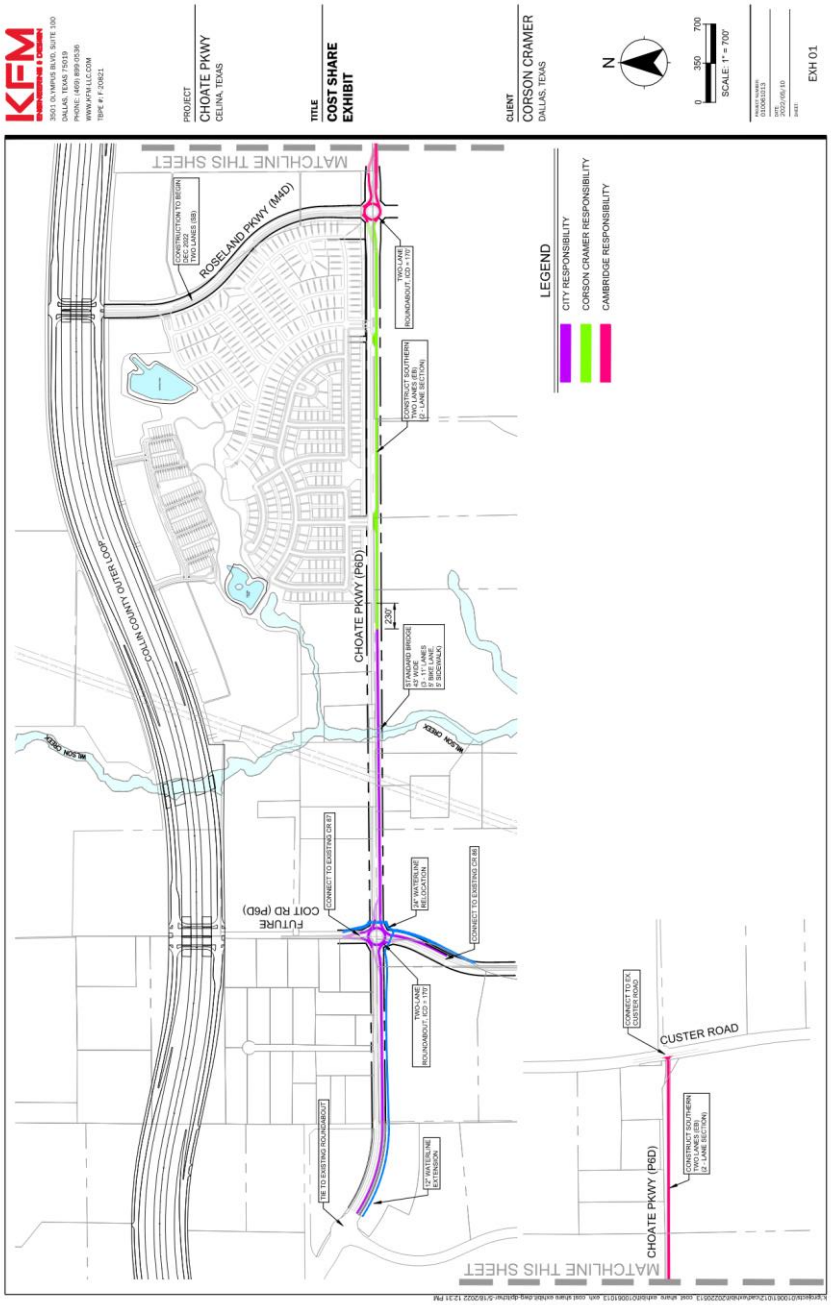
This instrument was acknowledged before me on the _____ day of _____, 2022, by _____ of _____, LLC, on behalf of the company.

_____
Notary Public in and for the State of Texas

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

EXHIBIT A
Roadway

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)



Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

Exhibit B – Construction Costs

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

KFM ENGINEERING & DESIGN

OPINION OF PROBABLE COST

Project Name: Choate Pkwy
Client Name: Corson Cramer Development
City: Celina
County: Collin

Date: March 24, 2022

CHOATE PKWY - KINSHIP TO ROSELAND (TWO LANES)

Water System Costs

ITEM	UNIT	QUANTITY	UNIT PRICE	CITY TOTAL	CCDEV TOTAL
24" WATERLINE RELOCATION	LF	850	$275.00	$233,750.00	$0.00
12" WATERLINE	LF	2,600	$175.00	$455,000.00	$0.00
6"-8" WATERLINE EXTENSIONS	LF	750	$85.00	$63,750.00	$0.00
STEEL ENCASEMENT (VARIOUS SIZES)	LF	250	$400.00	$100,000.00	$0.00
12" GATE VALVES	EA	10	$3,400.00	$34,000.00	$0.00
24" BUTTERFLY VALVE & BOX	EA	2	$20,350.00	$40,700.00	$0.00
FITTINGS ESTIMATE	LS	1	$50,000.00	$50,000.00	$0.00
FIRE HYDRANT ASSEMBLY	EA	3	$9,500.00	$28,500.00	$0.00
CONNECT TO EX. WATERLINE	EA	2	$16,500.00	$33,000.00	$0.00
TESTING	LF	3,350	$5.00	$16,750.00	$0.00
TRENCH SAFETY	LF	3,350	$7.00	$23,450.00	$0.00
SUB-TOTAL				**$1,078,900.00**	**$0.00**

Storm Drain System

ITEM	UNIT	QUANTITY	UNIT PRICE	CITY TOTAL	CCDEV TOTAL
STORM DRAIN LATERALS, 18" RCP	LF	1,200	$85.00	$61,200.00	$40,800.00
REINFORCED CONCRETE PIPE, 36-48"	LF	4,500	$220.00	$594,000.00	$396,000.00
6'X5' BOX CULVERT	LF	400	$750.00	$0.00	$300,000.00
STORM DRAIN JUNCTION BOXES	EA	22	$9,000.00	$118,800.00	$79,200.00
CURB INLETS	EA	30	$6,000.00	$108,000.00	$72,000.00
CONCRETE HEADWALLS/WINGWALLS	EA	4	$20,000.00	$48,000.00	$32,000.00
RIP-RAP PROTECTION	SY	300	$85.00	$15,300.00	$10,200.00
MISC. DRIVEWAY AND PAVEMENT REPLACEMENTS	SY	2,000	$95.00	$114,000.00	$76,000.00
TESTING	LF	6,100	$1.50	$5,490.00	$3,660.00
TRENCH SAFETY	LF	6,100	$2.50	$9,150.00	$6,100.00
SUB-TOTAL				**$1,073,940.00**	**$1,015,960.00**

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

KFM ENGINEERING & DESIGN

OPINION OF PROBABLE COST

Bridge Costs

ITEM	UNIT	QUANTITY	UNIT PRICE	CITY TOTAL	CCDEV TOTAL
BASIC TXDOT STD BRIDGE	SF	5,160	$300.00	$1,548,000.00	$0.00
BANK PROTECTION/STREAM RESTORATION	SY	250	$125.00	$31,250.00	$0.00
ABUTMENTS & RETAINING WALLS	LS	1	$400,000.00	$400,000.00	$0.00
INSPECTION FEES	%		3.0%	$59,377.50	$0.00
SUB-TOTAL				**$2,038,627.50**	**$0.00**

Roadway and Paving Costs

ITEM	UNIT	QUANTITY	UNIT PRICE	CITY TOTAL	CCDEV TOTAL
10" REINFORCED CONCRETE PAVING	SY	32,190	$85.00	$1,641,690.00	$1,094,460.00
TEMPORARY UNREINFORCED CONCRETE PAVEMENT	SY	3,150	$35.00	$66,150.00	$44,100.00
STAMPED REINFORCED CONCRETE TRUCK APRON	SY	1,000	$105.00	$105,000.00	$0.00
8" LIME TREATED SUBGRADE (INC. LIME)	SY	36,320	$10.00	$217,920.00	$145,280.00
MOISTURE CONDITIONING (6' DEPTH)	SY	36,320	$4.50	$98,064.00	$65,376.00
6" REINFORCED CONCRETE SIDEWALK (ROUNDABOUT ONLY)	SF	5,000	$6.75	$33,750.00	$0.00
STAMPED AND STAINED CROSSWALK	SF	3,240	$40.00	$129,600.00	$0.00
REMOVE EXISTING ASPHALT PAVEMENT	SY	21,267	$25.00	$319,000.00	$212,666.67
PAVEMENT MARKINGS	LF	10,230	$1.50	$9,207.00	$6,138.00
ALUMINUM PANEL SIGNS & BREAKAWAY POSTS	EA	27	$200.00	$3,240.00	$2,160.00
REVEGETATION	SY	17,800	$3.50	$37,380.00	$24,920.00
TEMPORARY TRAFFIC CONTROL	LS	1	$112,500.00	$67,500.00	$45,000.00
SUB-TOTAL				**$2,728,501.00**	**$1,640,100.67**

Earthwork and E&S Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	CITY TOTAL	CCDEV TOTAL
GENERAL SITE PREPARATION, INCLUDE TREE REMOVALS	STA	93	$5,450.00	$304,110.00	$202,740.00
EARTHWORK	CY	45,000	$8.00	$216,000.00	$144,000.00
SILT FENCING	LF	20,000	$1.75	$21,000.00	$14,000.00
INLET PROTECTION	EA	20	$145.00	$1,740.00	$1,160.00
SW3P	EST	1	$75,000.00	$45,000.00	$30,000.00
SUB-TOTAL				**$587,850.00**	**$391,900.00**

Miscellaneous Costs

ITEM	UNIT	QUANTITY	UNIT PRICE	CITY TOTAL	CCDEV TOTAL
PROJECT SIGN	EA	2	$2,000.00	$2,400.00	$1,600.00
CONSTRUCTION SURVEYING	EST	1	$90,000.00	$54,000.00	$36,000.00
SUB-TOTAL				**$56,400.00**	**$37,600.00**

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

KFM ENGINEERING & DESIGN

OPINION OF PROBABLE COST

SUMMARY		CITY TOTAL	CCDEV TOTAL
TOTAL CONSTRUCTION COSTS		**$7,564,218.50**	**$3,085,560.67**
CONTINGENCY	10.0%	$756,421.85	$308,556.07
SUB-TOTAL		**$8,320,640.35**	**$3,394,116.73**
SUBSURFACE UTILITY EXPLORATION FEE		$39,900.00	$17,100.00
GEOTECH FEE		$17,030.00	$11,230.00
CIVIL DESIGN FEE		$635,000.00	$280,760.00
SURVEY FEE		$37,030.00	$15,870.00
STRUCTURAL DESIGN FEE		$75,000.00	$0.00
PROJECT/CONSTRUCTION MANAGEMENT FEE (3RD PARTY)		$249,619.21	$101,823.50
		CITY TOTAL	CCDEV TOTAL
SUB-TOTAL		**$9,374,219.56**	**$3,820,900.24**
TOTAL		**$13,195,119.80**	

Assumptions (in coordination with the City of Celina Engineering Department):
- Existing franchise relocation shall be the responsibility of each franchise utility profider
- No street lights will be required
- No wastewater improvements will be required
- ROW acquisition and easement costs have not been included in this proposal
- Sidewalk shall only be provided around the roundabout
- City permit and inspection fees do not apply
- Bridge structure is for 2 lanes, bike lane, and sidewalk on one side

This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, Knight, Fowler & Millsap, LLC. cannot guarantee that actual costs will not vary from the opinions expressed herein.

Attachment: Choate Roadway Agreement - Revised 1 - CCD KB (Choate Parkway from Kinship to Custer)

Life Connected.

Parks and Recreation
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Cody Webb, Director of Parks and Recreation
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: Preston Road - Landscape Agreement

Action Requested:
Consider and act to authorize the City Manager to enter into a Landscape Maintenance Agreement with Texas Department of Transportation for Preston Road from Frontier Parkway to Legacy Drive (Webb)

Background Information:
In 2016, the City of Celina entered into a Landscape Maintenance Agreement with TxDOT for the maintenance of the landscaping on Preston Road from Frontier Parkway to Legacy Drive (B 289). The agreement obligated the City to provide ongoing maintenance and irrigation for the new plant material installed as part of the Green Ribbon Project. The City has maintained the median plantings for approximately two years.

The North Texas area experienced a record breaking freeze in February 2020. As a result of that freeze, the vast majority of the original planting was killed or several damaged. City staff removed the dead foliage and plants in the summer of 2021. TxDOT provided a call for projects that allowed for 100% coverage for replacement of landscaping damaged due to the weather. The City of Celina applied for the FY 23 Green Ribbon grant and was awarded $600,000 to cover plant replacement.

The City has contracted with Norris Design to complete the necessary design documents with an anticipated bid of July 2023. The project is expected to start construction 9/2023 and be completed by 11/2023. TxDOT will bid and manage the construction project and TxDOT will provide a one year maintenance bond as part of their project. City staff will re-assume responsibility for the plantings in the Fall 2024.

Board Review/Citizen Input:
Parks board approved the original Green Ribbon grant application. This project is an extension of the original landscape maintenance agreement.

Alternatives: Council could direct staff to not proceed.

Financial Considerations: Funds for design contract will be paid from Parks Fund. Maintenance cost are part of the City's standard operating budget.

Legal Review: Standard TxDOT document

Supporting Documents: Agreement, Median landscaping samples, Grant funding letter

Staff Recommendation:
Approve

LANDSCAPE MAINTENANCE AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 20___ , by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of Celina , Collin County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated November 14, 2017 , **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment “A”; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

Attachment: 0091-04-068 Green Ribbon Celina LMA (Preston Road - Landscape Agreement)

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the maintenance of the **landscape and scenic enhancements** project which is located on **SH 289** non-controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in Attachment A, the location map for this project, and limited to the portions along **SH 289 from Rountree Ct to Frontier Parkway.**

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

Attachment: 0091-04-068 Green Ribbon Celina LMA (Preston Road - Landscape Agreement)

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Celina on the _____ day of _____, year _____, and the Texas Department of Transportation, on the _____ day of _____, year 2022.

ATTEST:

_____

CITY OF Celina

By _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
District Engineer

Dallas
District

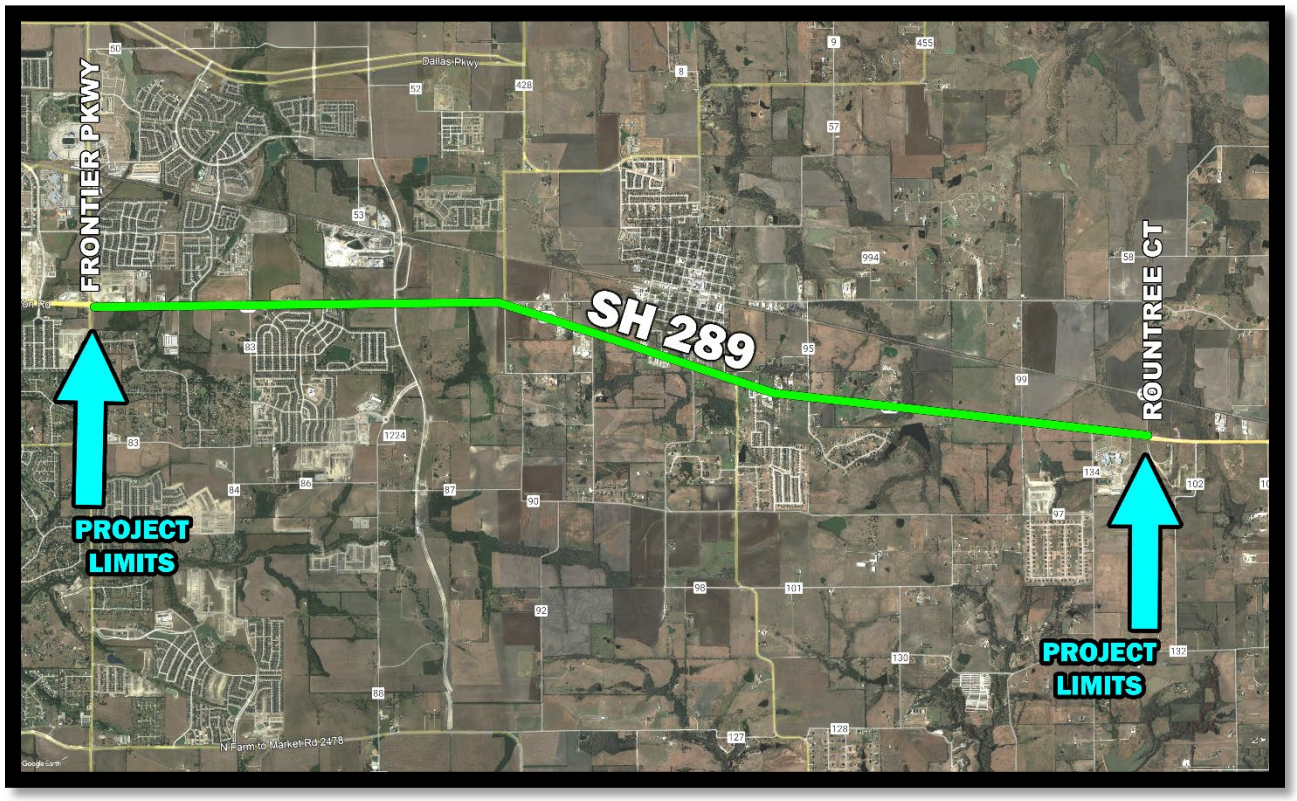
Attachments

Attachment: 0091-04-068 Green Ribbon Celina LMA (Preston Road - Landscape Agreement)

Attachment A – PROJECT LOCATION MAP

CCSJ – 0091-03-030

CSJ – 0091-04-068



CITY OF CELINA, TEXAS

FUNDING SOURCE: GREEN RIBBON FUNDING AWARD FY2023

PROJECT DESCRIPTION: LANDSCAPING AND SCENIC ENHANCEMENTS

PROJECT LIMITS:

ON SH 289

LIMITS FROM: ROUNTREE CT

LIMITS TO: FRONTIER PARKWAY

Attachment: 0091-04-068 Green Ribbon Celina LMA (Preston Road - Landscape Agreement)

DocuSign Envelope ID: FE547FE7-8C2C-4823-98BD-CA797078F3FE

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

March 24, 2022

Kimberly Brawner
Assistant City Manger
142 N. Ohio Street
Celina TX, 75009
Collin County

Green Ribbon Funding FY 2023

Dear Kimberly Brawner,

The Texas Department of Transportation (TxDOT) Dallas District has approved Green Ribbon Program funding for the **City of Celina** proposed landscape improvements on **SH286 from FM455 to Craig Road.** The funds will be available in the 2023 fiscal year (September 2022 through August 2023) in the amount of **$600,000.00**. Direct State Cost will not be charged, but costs over the cumulative projects award for bid items or for items not covered under Green Ribbon Program funding, will be the City's responsibility.

This selection is preliminary, pending a signed Advance Funding Agreement, Landscape Maintenance Agreement, and city acknowledgement to Texas Department of Transportation (TXDOT) requirements for Green Ribbon Funded projects.

The design has been conditionally approved. Final design approval will be determined upon verification that all design follows TxDOT's Roadway Design Standard and Green Ribbon Program criteria.

If you should have any questions, please contact Anthony.Diep@txdot.gov or (214) 320-6205

Respectfully submitted,

Jeff Bush, P.E
Director of Operations

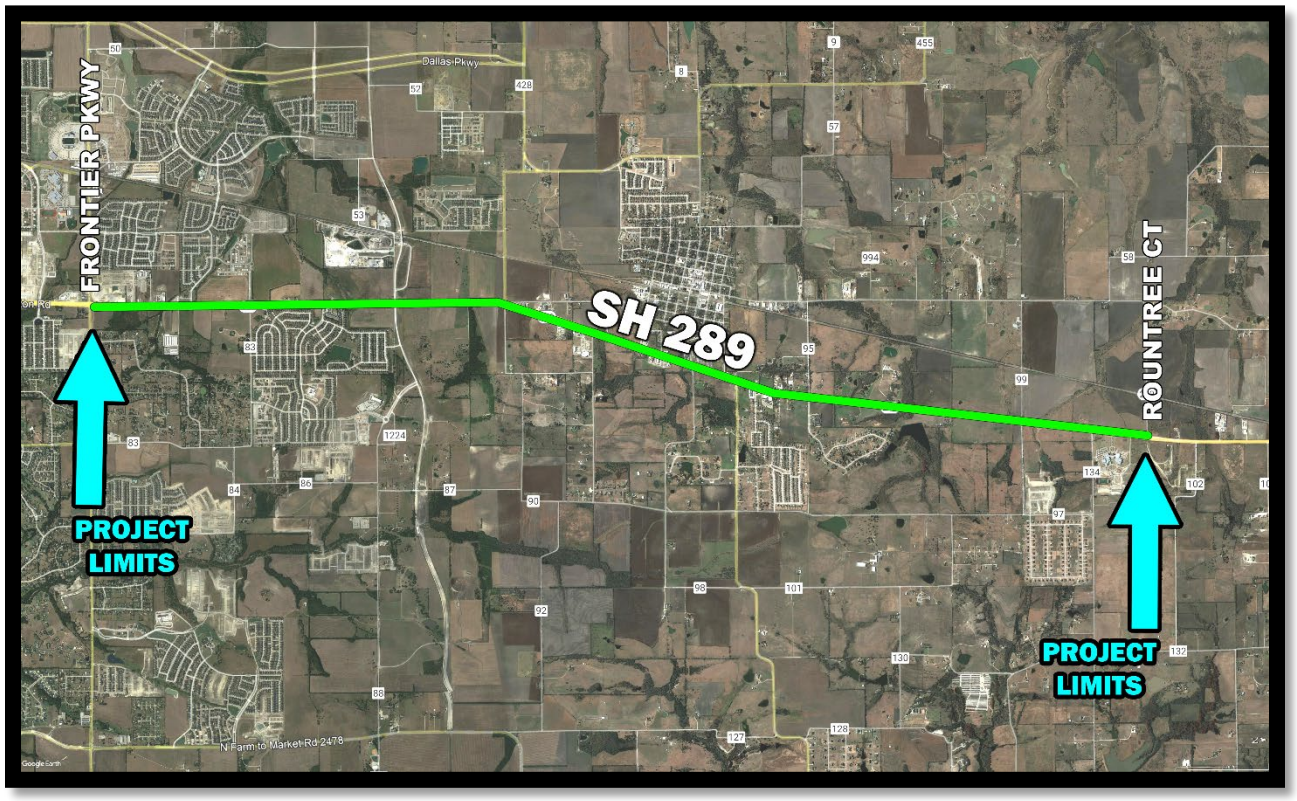
DocuSigned by:
JEFFREY BUSH 3/28/2022
345B765EB03F406...

Attachment: GR Funding Award Letter - Celina FM455 (Preston Road - Landscape Agreement)

Attachment A – PROJECT LOCATION MAP

CCSJ – 0091-03-030

CSJ – 0091-04-068



CITY OF CELINA, TEXAS

FUNDING SOURCE: GREEN RIBBON FUNDING AWARD FY2023

PROJECT DESCRIPTION: LANDSCAPING AND SCENIC ENHANCEMENTS

PROJECT LIMITS:

ON SH 289

LIMITS FROM: ROUNTREE CT

LIMITS TO: FRONTIER PARKWAY

Attachment: exhibit (Preston Road - Landscape Agreement)

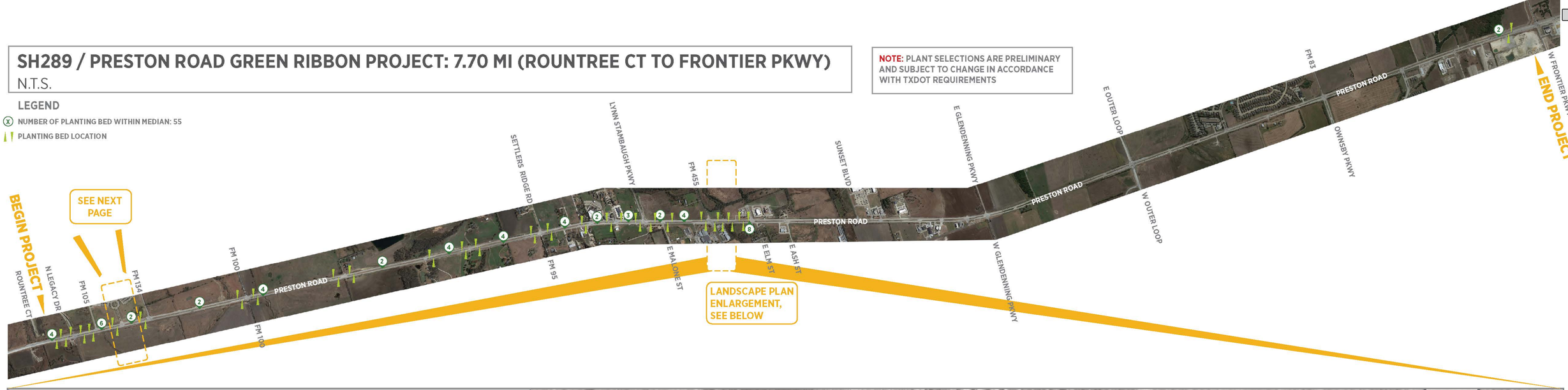
SH289 / PRESTON ROAD GREEN RIBBON PROJECT: 7.70 MI (ROUNTREE CT TO FRONTIER PKWY)

N.T.S.

NOTE: PLANT SELECTIONS ARE PRELIMINARY AND SUBJECT TO CHANGE IN ACCORDANCE WITH TXDOT REQUIREMENTS

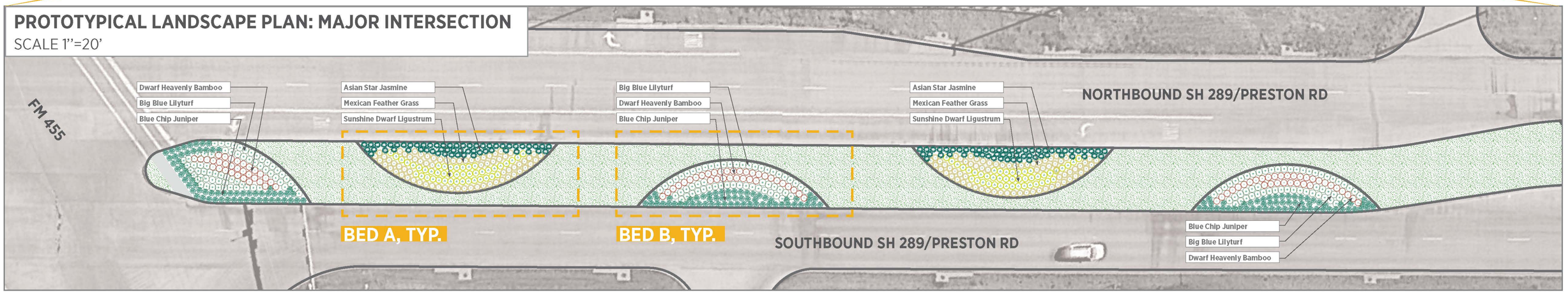
LEGEND

- (X) NUMBER OF PLANTING BED WITHIN MEDIAN: 55
- PLANTING BED LOCATION



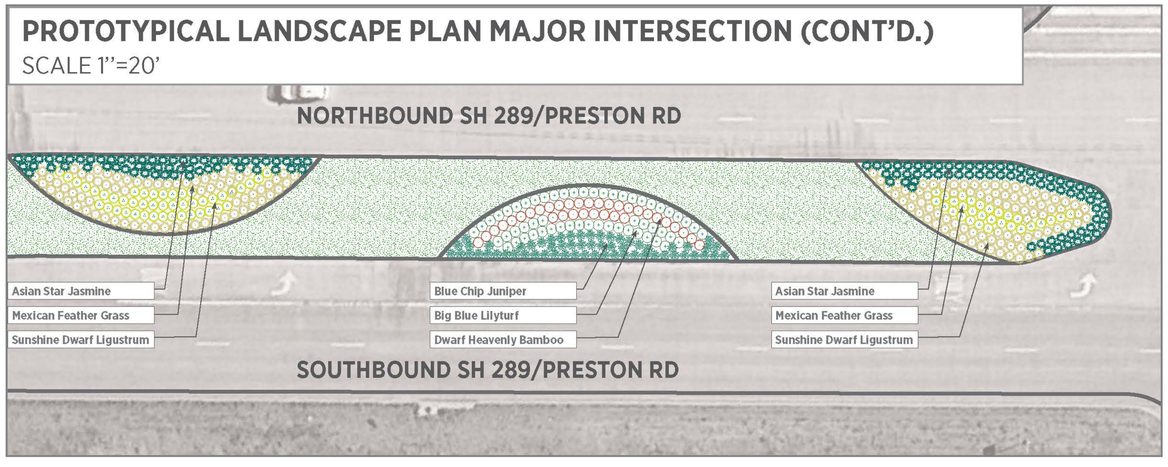
PROTOTYPICAL LANDSCAPE PLAN: MAJOR INTERSECTION

SCALE 1"=20'



PROTOTYPICAL LANDSCAPE PLAN MAJOR INTERSECTION (CONT'D.)

SCALE 1"=20'



PLANT LIST: BED A



Asian Star Jasmine
Trachelospermum asiaticum

USDA ZONE: 7-11
Evergreen
Color: Bluegreen with yellow flower
Size: 12"-14" tall and 10'-12' wide



Mexican Feather Grass
Nassella tenuissima

USDA ZONE: 6-10
Herbaceous
Color: Light green
Size: 24" tall and wide



Sunshine Dwarf Ligustrum
Ligustrum sinense 'Sunshine'

USDA ZONE: 6-10
Evergreen
Color: Silver-blue foliage with purple flower
Size: 24" tall and wide

PLANT LIST: BED B



Blue Chip Juniper
Juniperus horizontalis 'Blue Chip'

USDA ZONE: 3-9
Evergreen
Color: Silver-blue
Size: 8"-12" tall and 6'-8"wide



Big Blue Lilyturf
Liriope muscari 'Big Blue'

USDA ZONE: 5-11
Evergreen
Color: Green foliage with purple flower
Size: 12"-15" tall and wide



Dwarf Heavenly Bamboo
Nadina domestic

USDA ZONE: 6-11
Evergreen
Color: Multicolored
Size: 18"-24" tall and wide

NORTH 0 10 20 40 SCALE

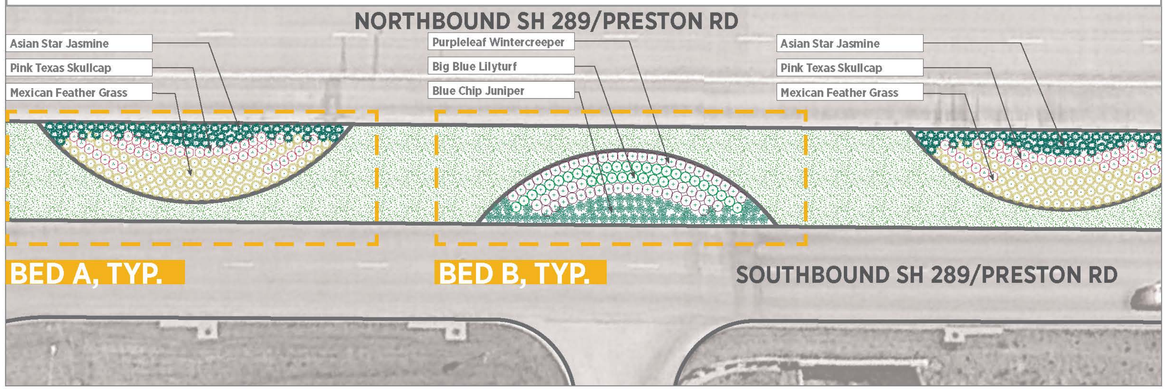
CELINA TEXAS est. 1870 Life Connected.

NORRIS DESIGN Planning | Landscape Architecture

Attachment: 220228-Celina Preston Road-Green Ribbon Project (Preston Road - Landscape Agreement)

PROTOTYPICAL LANDSCAPE PLAN: TYPICAL MEDIAN

SCALE 1''=20'



PLANT LIST: BED A



Asian Star Jasmine
Trachelospermum asiaticum

USDA ZONE: 7-11
Evergreen
Color: Bluegreen with yellow flower
Size: 12''-14'' tall and 10'-12' wide



Pink Texas Skullcap
Scutellaria suffrutescens

USDA ZONE: 7-10
Herbaceous
Color: Light green
Size: 12''-18'' tall and wide



Sunshine Dwarf Ligustrum
Ligustrum sinense 'Sunshine'

USDA ZONE: 6-10
Evergreen
Color: Silver-blue foliage with purple flower
Size: 24'' tall and wide

PLANT LIST: BED B



Blue Chip Juniper
Juniperus horizontalis 'Blue Chip'

USDA ZONE: 3-9
Evergreen
Color: Silver-blue
Size: 8''-12'' tall and 6'-8''wide



Purpleleaf Wintercreeper
Euonymus fortunei 'Coloratus'

USDA ZONE: 4-9
Evergreen
Color: Green/Purple foliage
Size: 12'' tall and wide

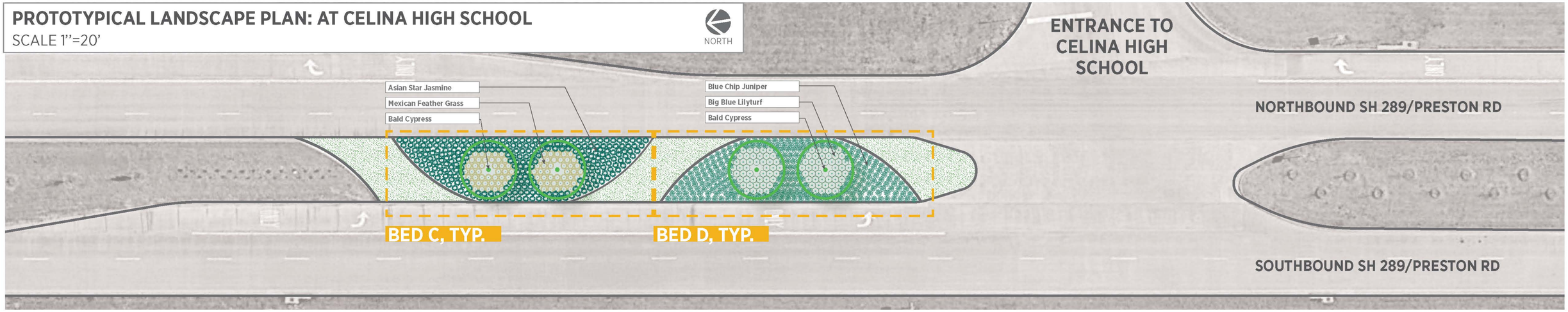


Big Blue Lilyturf
Liriope muscari 'Big Blue'

USDA ZONE: 5-11
Evergreen
Color: Green foliage with purple flower
Size: 12''-15'' tall and wide

PROTOTYPICAL LANDSCAPE PLAN: AT CELINA HIGH SCHOOL

SCALE 1''=20'



NOTE: PLANT SELECTIONS ARE PRELIMINARY AND SUBJECT TO CHANGE IN ACCORDANCE WITH TXDOT REQUIREMENTS

PLANT LIST: CANOPY TREE



Bald Cypress
Taxodium distichum

USDA ZONE: 6-10
Evergreen
Color: Green foliage with russet-red fall color
Size: 50'-70' height at maturity

PLANT LIST: BED C



Asian Star Jasmine
Trachelospermum asiaticum

USDA ZONE: 7-11
Evergreen
Color: Bluegreen with yellow flower
Size: 12''-14'' tall and 10'-12' wide



Mexican Feather Grass
Nassella tenuissima

USDA ZONE: 6-10
Herbaceous
Color: Light green
Size: 24'' tall and wide

PLANT LIST: BED D



Blue Chip Juniper
Juniperus horizontalis 'Blue Chip'

USDA ZONE: 3-9
Evergreen
Color: Silver-blue
Size: 8''-12'' tall and 6'-8''wide



Big Blue Lilyturf
Liriope muscari 'Big Blue'

USDA ZONE: 5-11
Evergreen
Color: Green foliage with purple flower
Size: 12''-15'' tall and wide

0 10 20 40
SCALE

Life Connected.

NORRIS DESIGN
Planning | Landscape Architecture |

Attachment: 220228-Celina Preston Road-Green Ribbon Project (Preston Road - Landscape Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	NEC DNT & Outer Loop - Rezoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 9 acres to the Dallas North Tollway Overlay District (DNTO) zoning, generally located east of the future Dallas North Tollway and approximately 1,300 feet north of the Collin County Outer Loop, within the City Limits. (NEC DNT & Outer Loop – Rezoning) (Mohan)

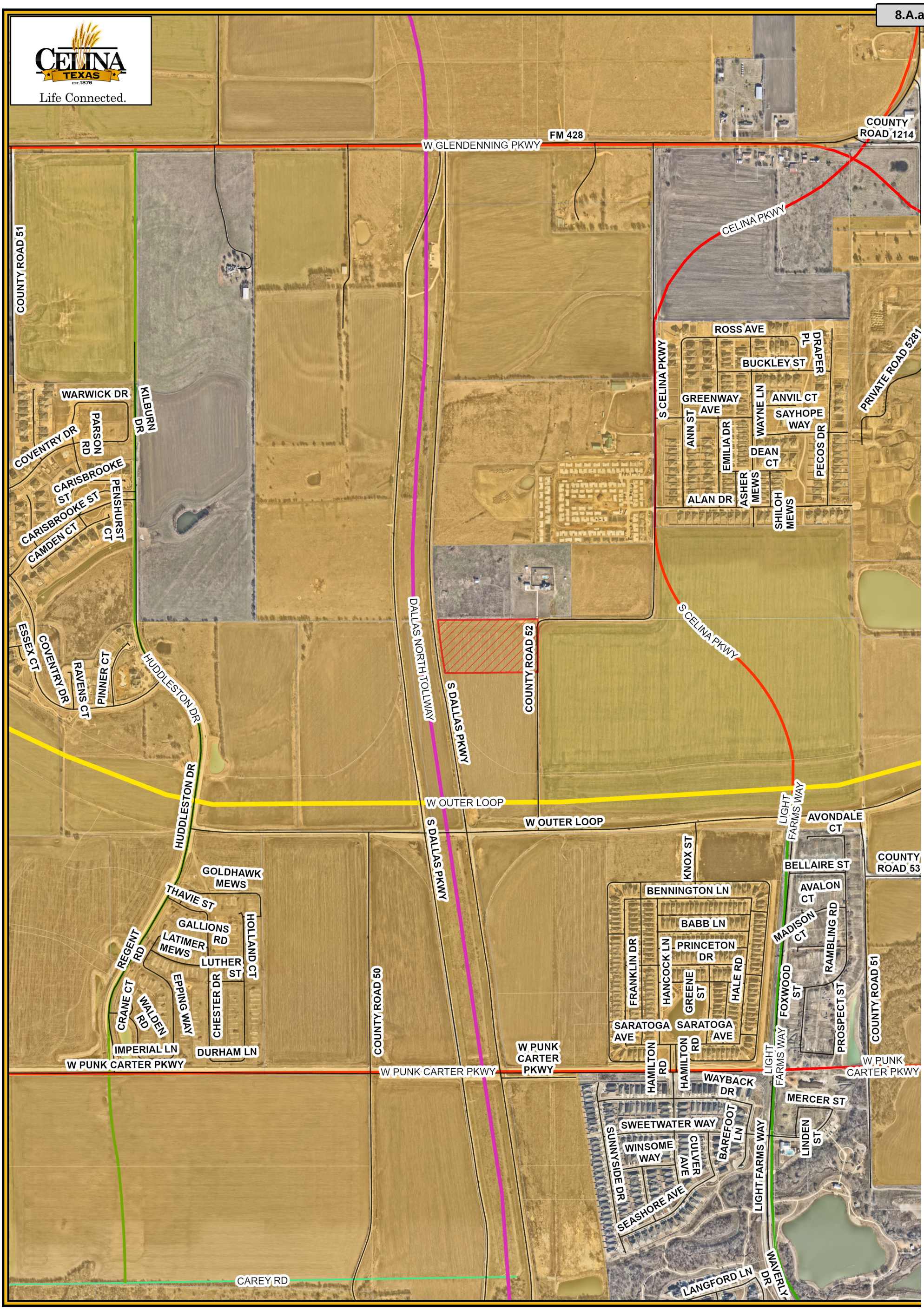
Applicant:
The Law Offices of Robert D. Daake, PLLC
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the rezoning of approximately 9 acres to the Dallas North Tollway Overlay District (DNTO) zoning. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.



Attachment: Location Map (NEC DNT & Outer Loop – Rezoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

NEC DNT and Outer Loop Location Map

City of Celina

4/26/2022

N W E S

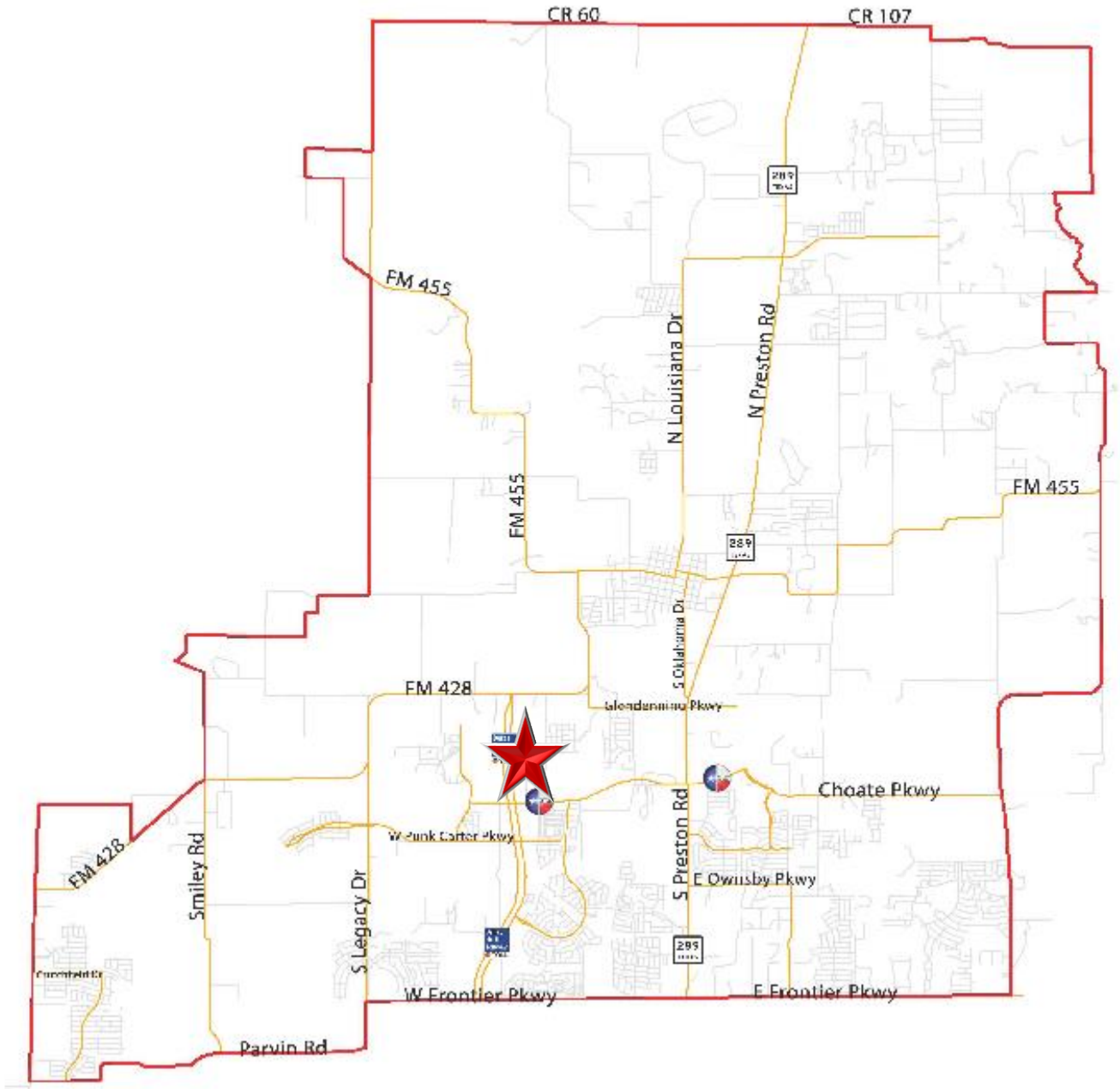
0 500 1,000 Feet

NEC DNT & OUTER LOOP

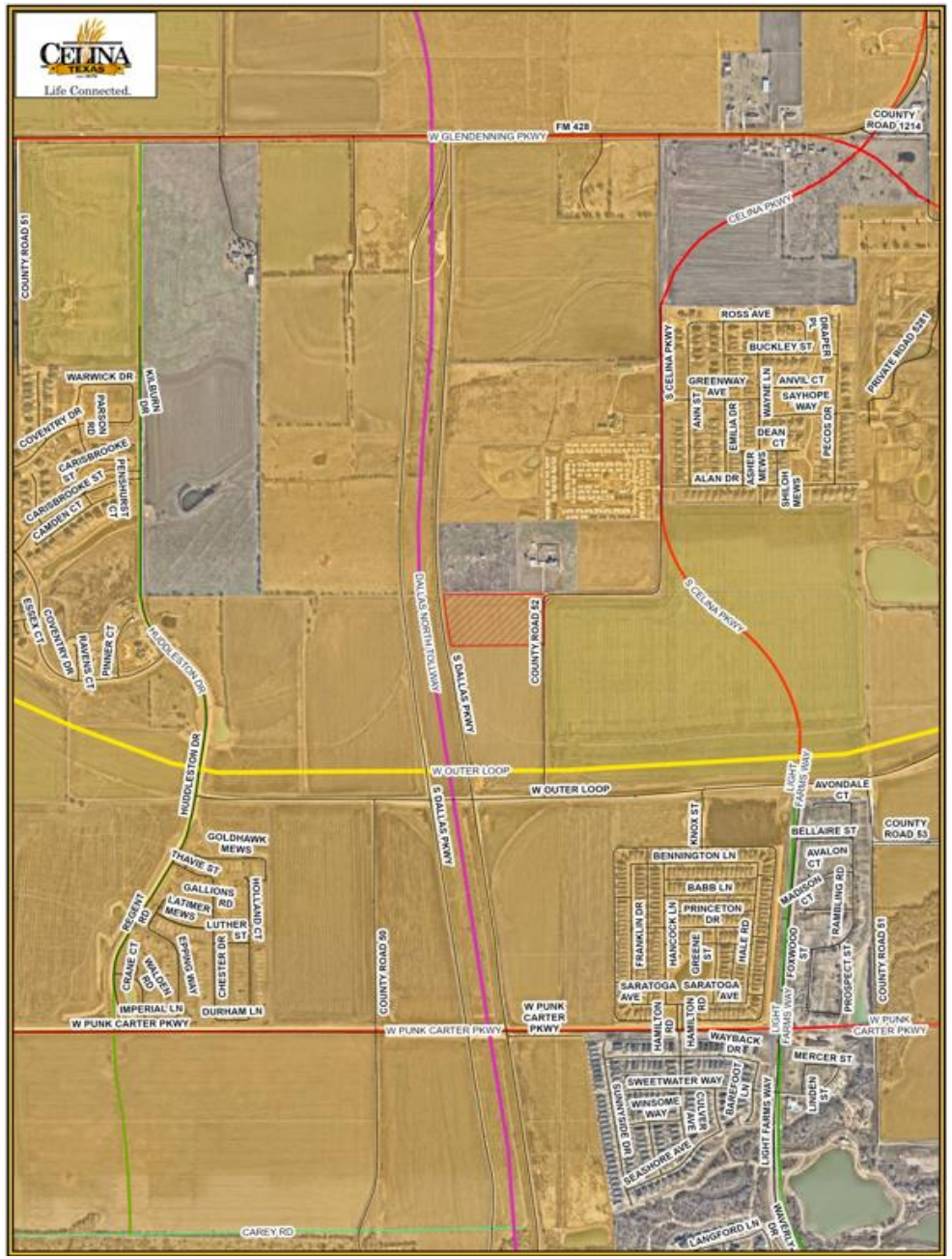
Zoning

City Council
June 14, 2022





Attachment: Staff Presentation (NEC DNT & Outer Loop – Rezoning)



LOCATION MAP

The subject property is generally located east of at the future Dallas North Tollway and approximately 1,300 feet north of the Collin County Outer Loop.

Attachment: Staff Presentation (NEC DNT & Outer Loop – Rezoning)

BACKGROUND

- The subject property is approximately 9 acres
- The subject property was annexed into City Limits in 2012 and was zoned Agriculture District (AG)
- The applicant is proposing a base zoning of Dallas North Tollway Overlay District (DNTO)
- The subject property has no immediate plans to develop

Attachment: Staff Presentation (NEC DNT & Outer Loop – Rezoning)

POLICY CONSIDERATIONS

- Dallas North Tollway Overlay District (DNTO) is the preferred zoning district for properties along the Dallas North Tollway

Attachment: Staff Presentation (NEC DNT & Outer Loop – Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its May 17th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (NEC DNT & Outer Loop – Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
NEC DNT & OUTER LOOP

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 9 ACRES LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 806 COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF THE FUTURE DALLAS NORTH TOLLWAY AND APPROXIMATELY 1,300 FEET NORTH OF THE COLLIN COUNTY OUTER LOOP; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE REZONED FROM AGRICULTURAL DISTRICT (AG) TO THE DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTO); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

Attachment: Draft Ordinance (NEC DNT & Outer Loop – Rezoning)

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 the Dallas North Tollway Overlay District (DNTO).

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 the Dallas North Tollway Overlay District (DNTO) base zoning.

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.

Attachment: Draft Ordinance (NEC DNT & Outer Loop – Rezoning)

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

Attachment: Draft Ordinance (NEC DNT & Outer Loop – Rezoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (NEC DNT & Outer Loop – Rezoning)

Exhibit A
Legal Description

BEING a tract of land situated in the THOMAS SLAYTON SURVEY, ABSTRACT NO. 806, in the City of Celina, Collin County, Texas, and being a portion of a tract of land described in deed to Bobcat Trail, Ltd. as recorded in County Clerk's Instrument No. 20060922001372080, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "1764" found for corner on the South line of a tract of land described in deed to Mark and Lisa Hendricks as recorded in County Clerk's Instrument No. 94-0020542, Official Public Records, Collin County, Texas, said point being the Northeast corner of said Bobcat Trail tract and the Northwest corner of a tract of land described in deed to Earthman Estates, LP as recorded in County Clerk's Instrument No. 20170623000820190, Official Public Records, Collin County, Texas;

THENCE South 00 deg 32 min 46 sec East, departing the South line of said Hendricks tract, along the East line of said Bobcat Trail tract, a distance of 443.42 feet to a 1/2-inch iron rod with a red plastic cap stamped "WAI" set for corner;

THENCE South 89 deg 47 min 46 sec West, departing the East line of said Bobcat Trail tract, over and across said Bobcat Trail tract, a distance of 778.47 feet to a 1/2-inch iron rod with a red plastic cap stamped "WAI" set for corner on the Easterly right-of-way of Dallas Parkway, a variable width right-of-way, described in deed to Tollway Celina 45 Partners, LLC as recorded in County Clerk's Instrument No. 20170316000341090, Official Public Records, Collin County, Texas, said being the beginning of a non-tangent curve to the right having a radius of 5,714.58 feet, a central angle of 001 deg 38 min 53 sec, a chord bearing of North 09 deg 30 min 04 sec West, and a chord length of 164.36 feet;

THENCE along the Easterly right-of-way of said Dallas Parkway, the Westerly line of said Bobcat Trail tract, and said non-tangent curve to the right, an arc distance of 164.37 feet to a 5/8-inch iron rod with a plastic cap stamped "LAMSTAR" found for corner, said point being the beginning of a curve to the right having a radius of 5,549.58 feet, a central angle of 002 deg 55 min 28 sec, a chord bearing of North 07 deg 03 min 35 sec West, and a chord length of 283.23 feet;

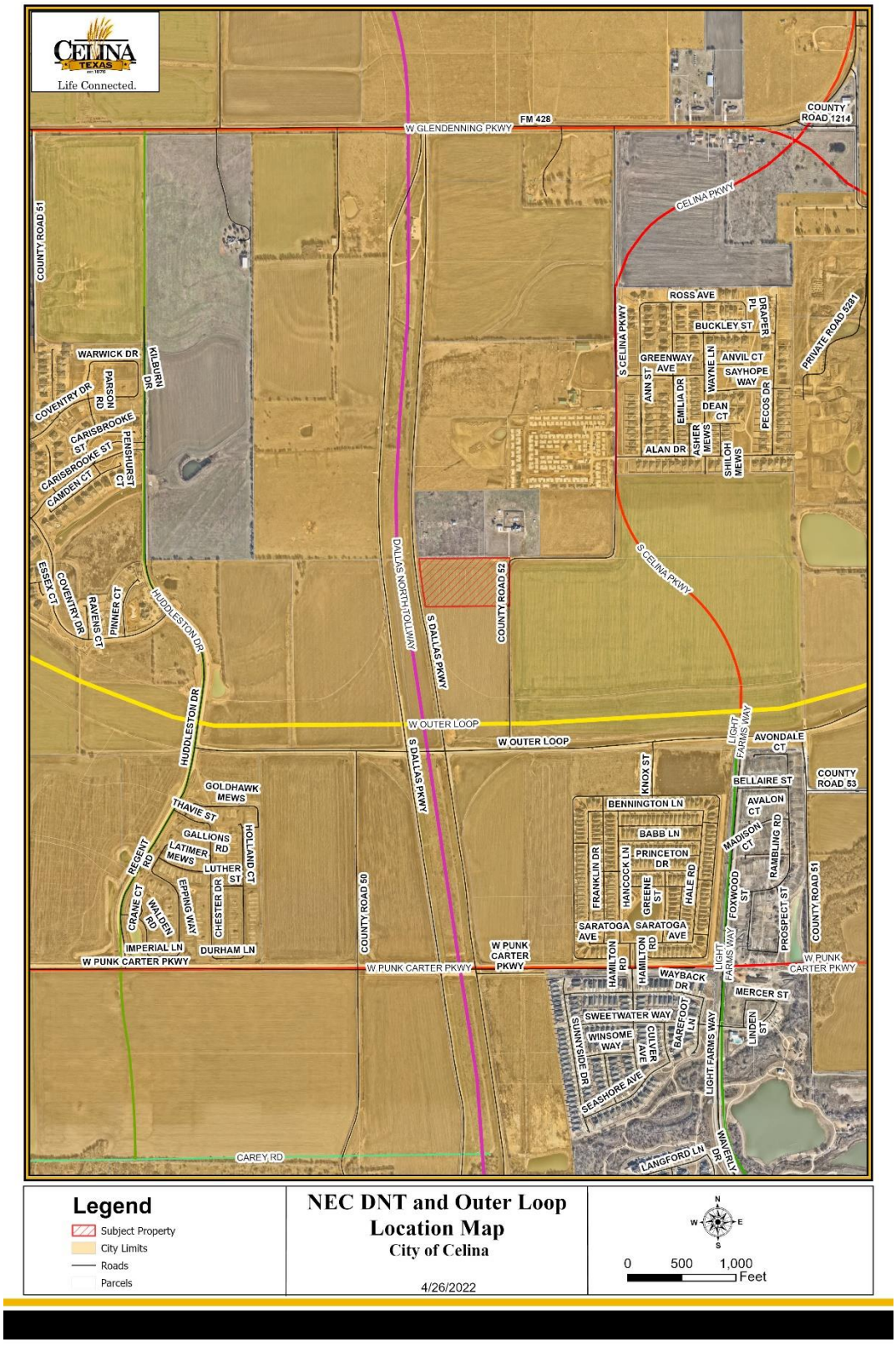
THENCE continuing along the Easterly right-of-way of said Dallas Parkway and the Westerly line of said Bobcat Trail tract, along said curve to the right, an arc distance of 283.26 feet to a 1/2-inch iron rod with a red plastic cap stamped "WAI" set for the Southwest corner of a tract of land described in deed to SBS Prosper 62, Ltd. as recorded in County Clerk's Instrument No. 20060419000521640, Official Public Records, Collin County, Texas;

THENCE North 89 deg 47 min 46 sec East, departing the Easterly right-of-way of said Dallas Parkway, along the South line of said SBS Prosper 62 tract and the North line of said Bobcat Trail tract and a portion of the South line of said Hendricks tract, a distance of 836.19 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 8.250 acres or 359,374 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 8th day of May, 2017, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS Network.

Attachment: Draft Ordinance (NEC DNT & Outer Loop – Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (NEC DNT & Outer Loop – Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: Celina Self Storage Expansion - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 6 acres to a Planned Development with Commercial, Retail & Office (C) base zoning with the Preston Road Overlay (PRO), generally located east of Oklahoma Drive and approximately 1,400 feet south of the Ash Street. (Celina Self Storage Expansion – Zoning) (Mohan)

Applicant:
Cross Engineering Consultants
1720 W. Virginia Street
McKinney, TX 75069

Background Information:
This item is for the zoning of approximately 6 acres east of Oklahoma Drive and generally south of Ash Street to Commercial, Retail, & Office (C) zoning with the Preston Road Overlay (PRO). Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

ASPEN ST
W POPLAR ST
W MAPLE ST
W BEECH ST
PECAN ST
W PECAN ST
WALNUT ST
W WALNUT ST
W MAIN ST
W ELM ST
W OAK ST
W ASH ST
W CEDAR ST
N ILLINOIS DR
N ARIZONA DR
N COLORADO DR
N OHIO DR
N LOUISIANA DR
S KENTUCKY DR
S ILLINOIS DR
S ARIZONA DR
S COLORADO DR
S OHIO DR
S LOUISIANA DR
S GEORGIA DR
E MALONE ST
E MAPLE ST
E BEECH ST
E WALNUT ST
E MAIN ST
E ELM ST
E OAK ST
E ASH ST
ASH ST
N OKLAHOMA DR
N NEW MEXICO DR
N TEXAS DR
N ARKANSAS ST
S NEW MEXICO DR
S ARKANSAS ST
S TEXAS DR
OKLAHOMA DR
E PECAN ST
FM 455
W FM 455
E ELM ST
S VIRGINIA DR
OUSLEY BLVD
COUNTY ROAD 93
LYNN STAMBAUGH PKWY
MALONE/LYNN CONNECTION
N PRESTON RD
WINN RD
S OKLAHOMA DR
W SUNSET BLVD
E SUNSET BLVD
E CHERRY WOOD LN
S PRESTON RD
KC ROBINSON LN
BUS 289
OLD GLENDENNING RD
COUNTY ROAD 90
W GLENDENNING PKWY
E GLENDENNING PKWY
CHOATE PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Celina Self Storage Location Map

City of Celina

4/27/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Celina Self Storage Expansion – Zoning)

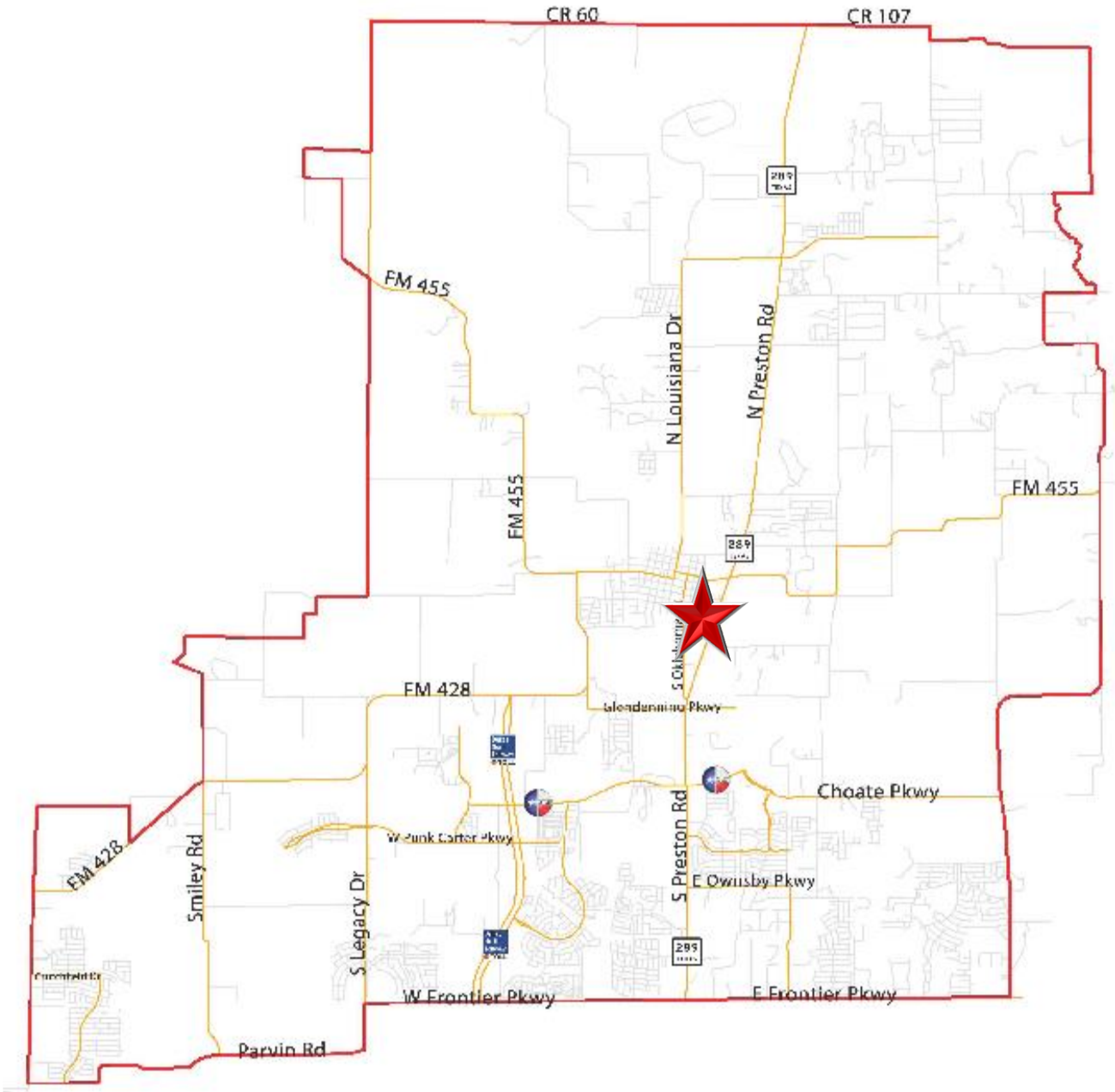
CELINA SELF-STORAGE EXPANSION

Rezoning

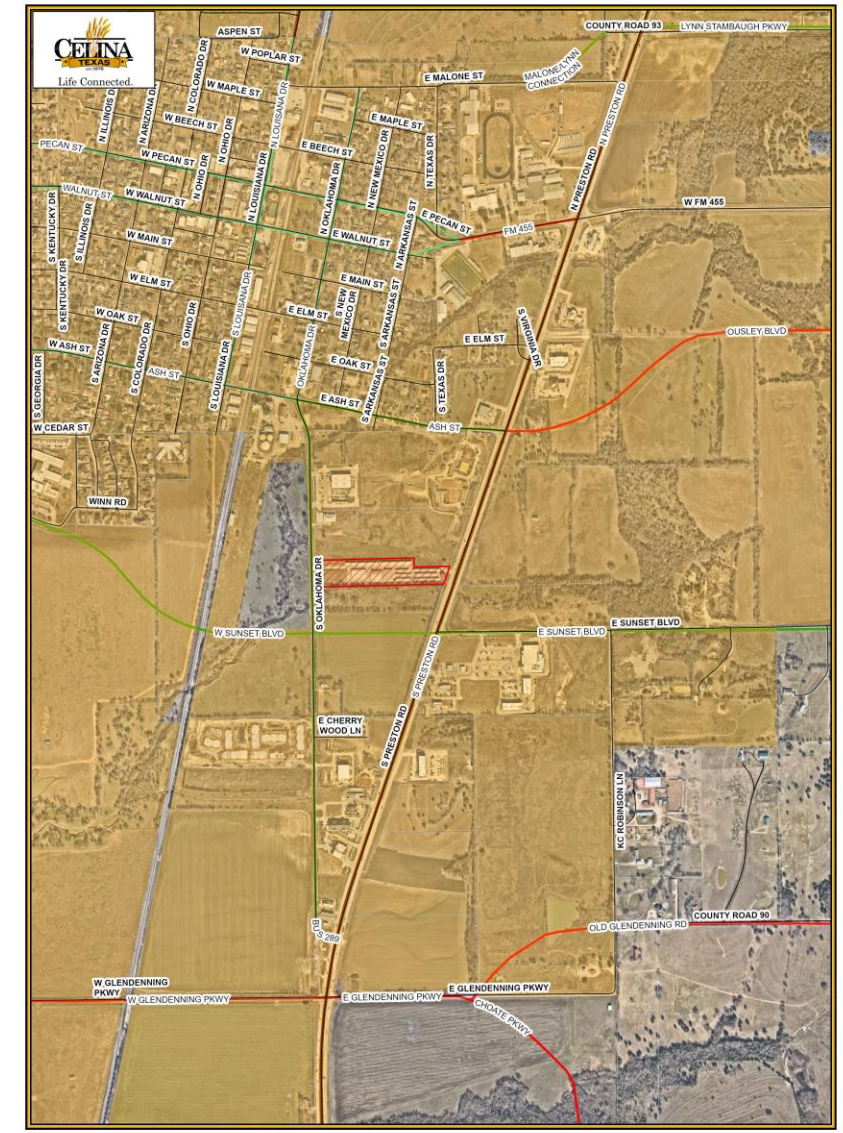
City Council
June 14, 2022



Attachment: Staff Presentation (Celina Self Storage Expansion – Zoning)



Attachment: Staff Presentation (Celina Self Storage Expansion – Zoning)



LOCATION MAP

The subject property is generally located east of Oklahoma Drive and approximately 1,400 feet south of Ash Street

BACKGROUND

- The subject property is approximately 6 acres, within City Limits, and currently zoned Agricultural District (AG)
- The existing self-storage facility developed in the County prior to annexation and is now proposing a minor expansion
- The applicant is proposing a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO) and the additional permitted use of Mini-Warehouse/Self-Storage

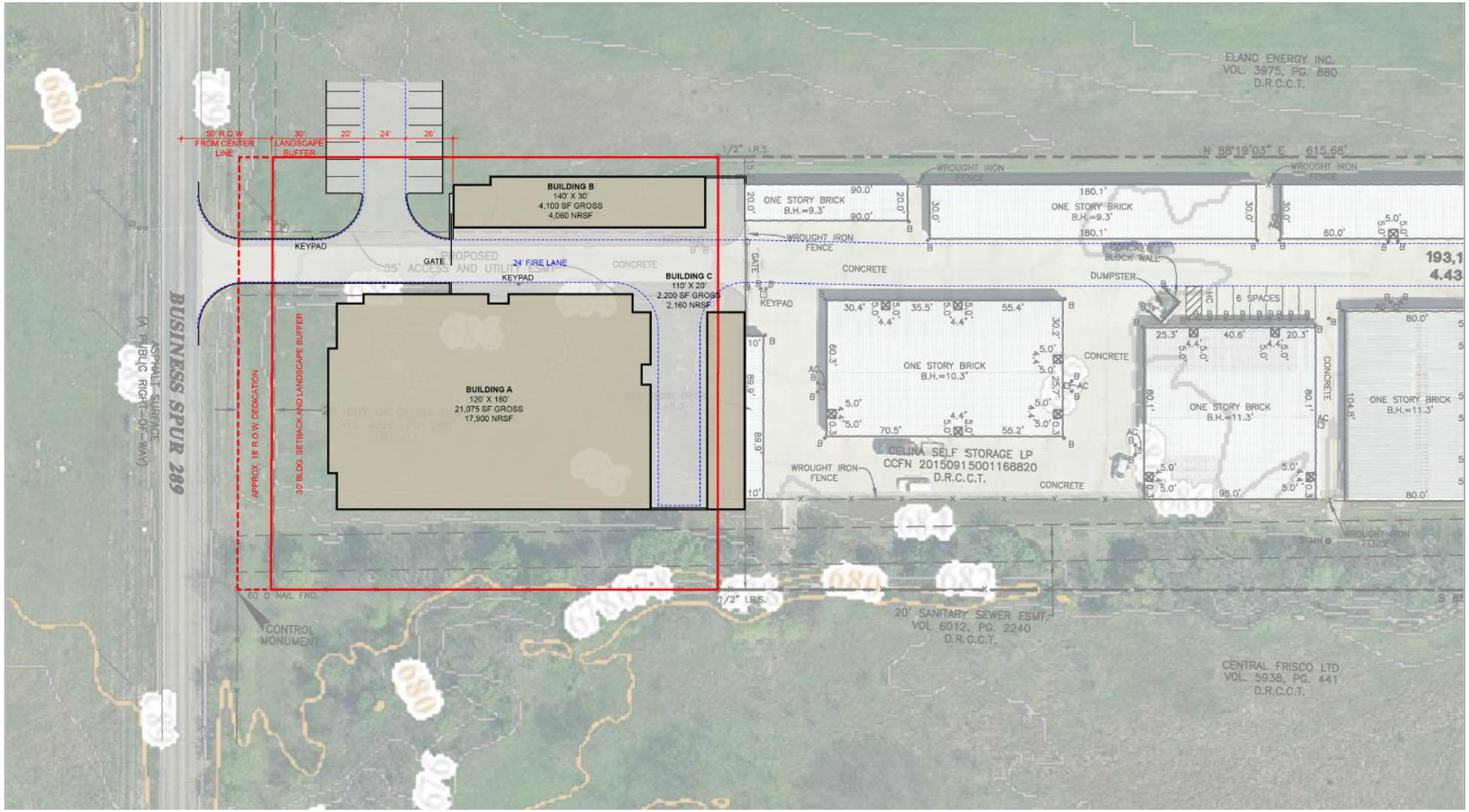
Attachment: Staff Presentation (Celina Self Storage Expansion – Zoning)

DEVELOPMENT STANDARDS

- The subject property shall generally develop per the attached concept plan and color rendering
- Buildings shall be limited to one story in height
- A meandering trail and landscaping shall be installed along the Preston Road and Oklahoma Drive frontages
- Cross access to the south is not required due to the existing creek
- One on-site caretaker/residential unit (existing) is permitted within the development

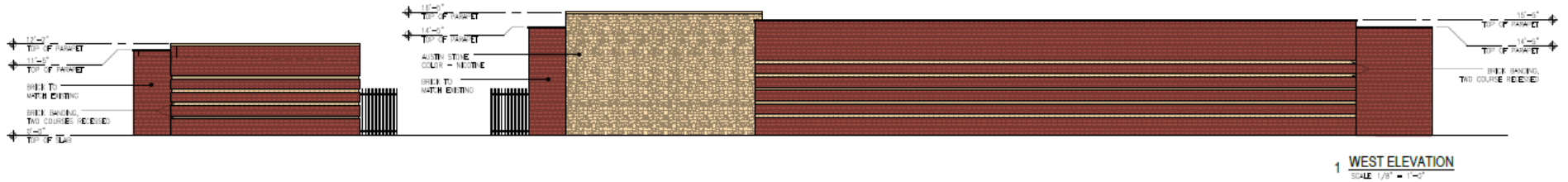
Attachment: Staff Presentation (Celina Self Storage Expansion – Zoning)

CONCEPT PLAN

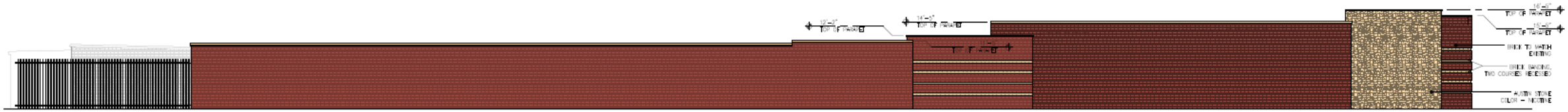


Attachment: Staff Presentation (Celina Self Storage Expansion – Zoning)

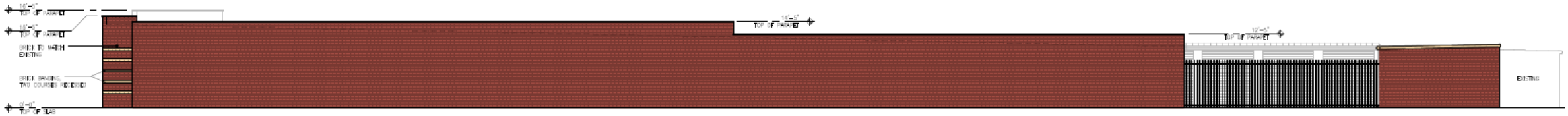
RENDERINGS



1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

Attachment: Staff Presentation (Celina Self Storage Expansion – Zoning)

POLICY CONSIDERATIONS

- The proposed use is not inappropriate along Oklahoma Drive, a corridor lined with non-residential uses and entitlements
- The rezoning will bring the existing self-storage facility into conformance as far as zoning
- The Planned Development contemplates the dedication of right-of-way for the future improvement of Oklahoma Drive
- Storage tends to be value-assessed well, which improves the tax base
- Compound storage products, historically, are considered "good neighbors" from a performance standpoint

Attachment: Staff Presentation (Celina Self Storage Expansion – Zoning)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval of the request 5-1 (with Commissioner Ousley being the dissenting vote) at its May 17th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Celina Self Storage Expansion – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
CELINA SELF-STORAGE EXPANSION
PLANNED DEVELOPMENT #133

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 6 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF OKLAHOMA DRIVE AND APPROXIMATELY 1,400 FEET SOUTH OF THE ASH STREET; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 133; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan, Color Renderings, and Development Regulations, set forth in Exhibits "C," "D," and "E," respectively, attached hereto and incorporated herein, define the base zoning district, 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

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

Attachment: Draft Ordinance (Celina Self Storage Expansion – Zoning)

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. 133 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Color Renderings
Exhibit 3:	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. 133, and incorporates the Concept Plan, Color Renderings, and Development Regulations, set forth in Exhibits "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

Attachment: Draft Ordinance (Celina Self Storage Expansion – Zoning)

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
ENGROSSMENT AND ENROLLMENT

Attachment: Draft Ordinance (Celina Self Storage Expansion – Zoning)

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Celina Self Storage Expansion – Zoning)

Exhibit A
Legal Description

Expansion Tract

SITUATED in the City of Celina, in the Collin County School Land Survey, Abstract No. 167 of Collin County, Texas and being a part of that remaining called 13.5 acres of land described in a Special Warranty Deed to E Real Estate LLC, recorded in Document No. 20200212000196480, Deed Records, Collin County, Texas (D.R.C.C.T.) and later described in an Amendment And Correction Of Special Warranty Deed, recorded in Document No. 20200428000610230, D.R.C.C.T. and said E Real Estate tract being a part of an original 20.000 acre tract of land described in a deed to Eland Energy, Inc., recorded in Document No. 97-0066580, D.R.C.C.T. and said parcel being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2 inch iron rod found on the occupied east right-of-way line of S. Oklahoma Street (a.k.a. Business Spur 289 ~ undocumented right-of-way width) for the southwest corner of the above described E Real Estate tract (and said original 20.000 acre tract) and on the north line of that certain called 25.952 acre tract of land described in a deed to Central Frisco, LTD., recorded in Volume 5938, Page 441, D.R.C.C.T. and said point bears 1.5 feet northwest of an old wooden fence corner post and also, a found 2 inch iron pipe bears South 71 deg. 28 min. 09 sec, East – 3.37 feet;

THENCE: North 00 deg. 50 min. 10 sec. West, along the west line of said E Real Estate tract and the occupied east line of said S. Oklahoma Street, a distance of 239.00 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped “RPLS 4701”, set for the northwest corner of this hereinafter described parcel of land and from said point, a 1/2 inch iron rod, topped with an orange plastic cap, stamped “Peiser & Mankin”, found for the northwest corner of the above described 20.000 acre Eland Energy, Inc. tract;

THENCE: North 88 deg. 54 min. 51 sec. East, departing from said S. Oklahoma Street, over and across said E Real Estate tract, a distance of 264.75 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped “RPLS 4701”, set for the northeast corner of this tract and the northwest corner of that certain called 2.3718 acre tract of land described as “Tract 1” in a deed to Celina Self Storage, LP, recorded in Document No. 20150915001168820, D.R.C.C.T.;

THENCE: South 01 deg. 05 min. 09 sec. East, along the west line of said 2.3718 acre Celina Self Storage tract, a distance of 239.00 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped “Votek RPLS 4813”, found for the southwest corner of said 2.3718 acre Celina Self Storage tract, on the south line of said E Real Estate tract and same being on the north line of the above described 25.952 acre Central Frisco tract;

THENCE: South 88 deg. 54 min. 51 sec. West, along the common line of said E Real Estate tract and said Central Frisco tract, a distance of 265.79 feet to the POINT OF BEGINNING and containing 63,400 square feet or 1.456 acres of land.

Attachment: Draft Ordinance (Celina Self Storage Expansion – Zoning)

Existing Tract

BEING a 4.4342 acre tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, Collin County, Texas and being all of those tracts of land conveyed by deeds to Celina Self Storage LP recorded in Volume 4527, Page 2120, and County Clerks File No. 20150915001168820, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows;

BEGINNING at a 1/2" iron rod set for corner in the northwesterly right-of-way line of Preston Road (State Highway 289) and being the northeast corner of that tract of land conveyed by deed to Central Frisco LTD, recorded in Volume 5938, Page 441, D.R.C.C.T.

THENCE S 88 deg. 19 min. 03 sec. W, along the north line of said Central Frisco LTD tract of land, a distance of 876.42 feet to a 1/2" iron rod set for corner;

THENCE N 01 deg. 40 min. 57 sec. W, a distance of 239.00 feet to a 1/2" iron rod set for corner;

THENCE N 88 deg. 19 min. 03 sec. E, a distance of 615.68 feet to a 1/2" iron rod set for corner;

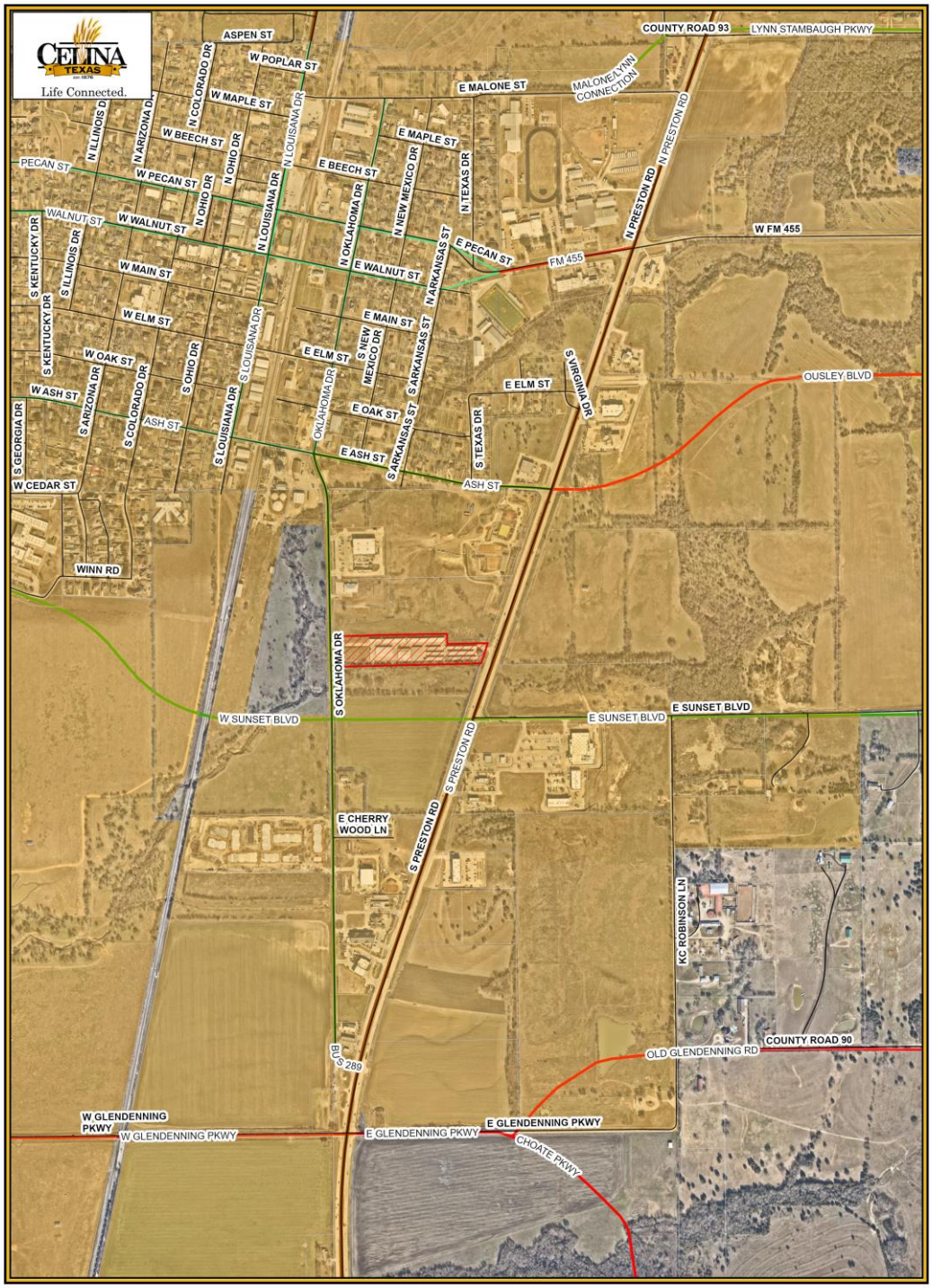
THENCE S 01 deg. 40 min. 57 sec. E, a distance of 80.00 feet to a 1/2" iron rod set for corner;

THENCE N 88 deg. 19 min. 03 sec. E, a distance of 317.98 feet to a 1/2" iron rod set for corner in the northwesterly right-of-way line of said Preston Road;

THENCE S 18 deg. 07 min. 01 sec. W, along the northwesterly right-of-way line of said Preston Road, a distance of 168.99 feet to the POINT OF BEGINNING and containing 193,156 sq. ft. or 4.4342 acres of land.

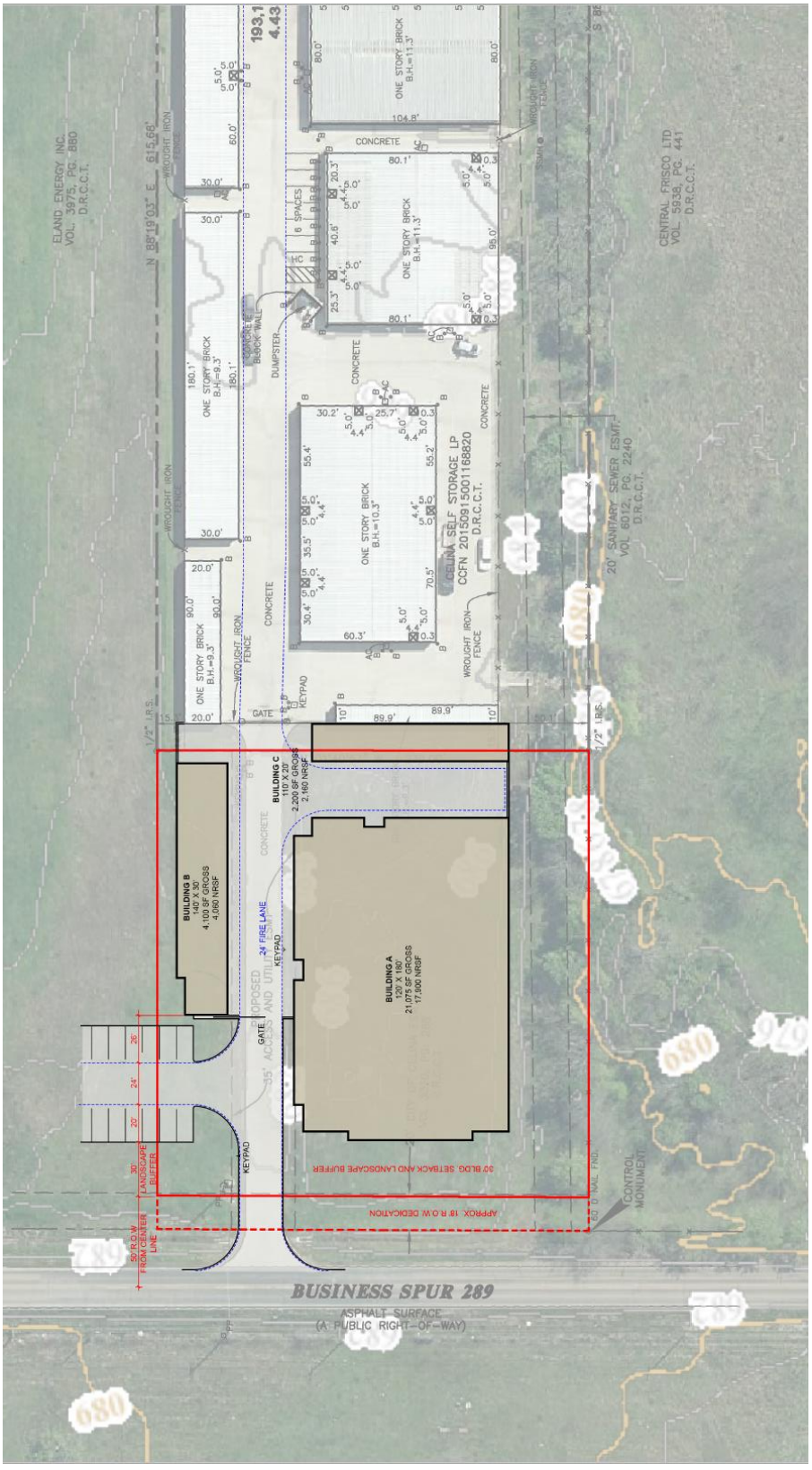
Attachment: Draft Ordinance (Celina Self Storage Expansion – Zoning)

Exhibit B
Depiction of Property



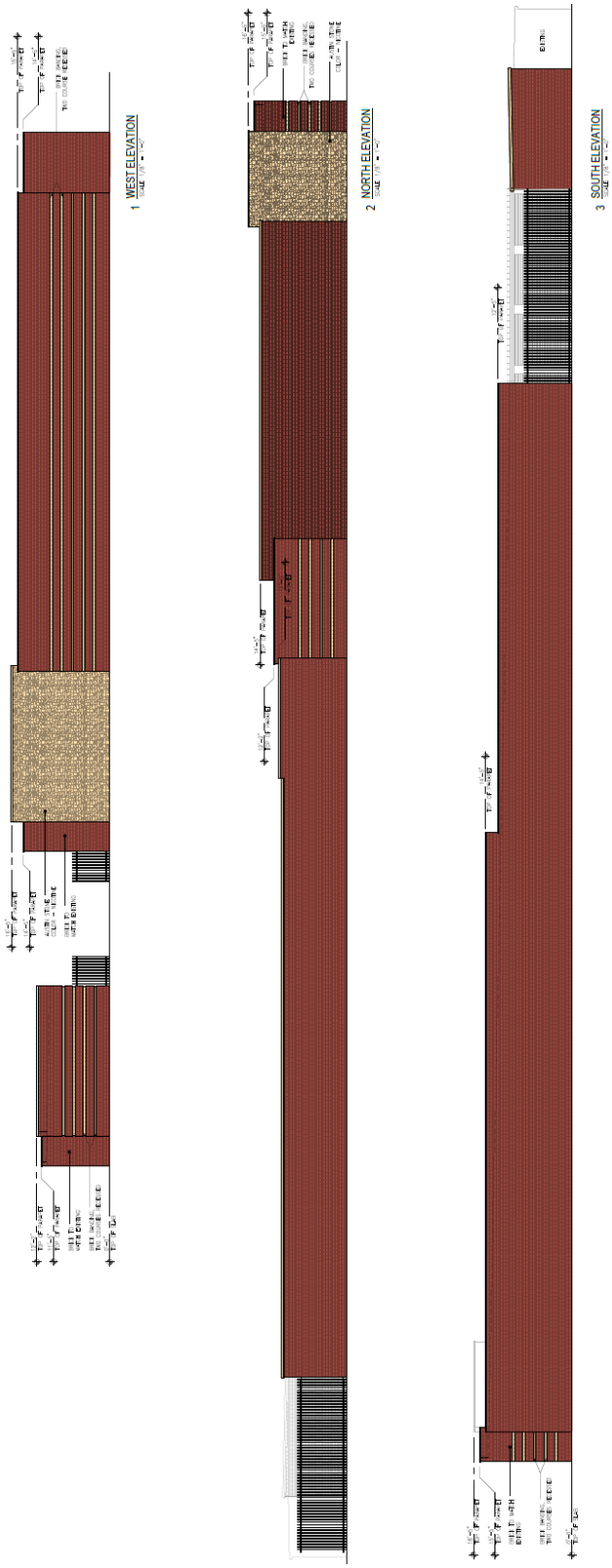
Attachment: Draft Ordinance (Celina Self Storage Expansion – Zoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Celina Self Storage Expansion – Zoning)

Exhibit D
Color Renderings



Attachment: Draft Ordinance (Celina Self Storage Expansion – Zoning)

Exhibit E
Development Regulations

The property is zoned a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO) and the additional permitted use of Mini-Warehouse/Self-Storage, with the following Development Standards:

1. The subject property shall generally develop per the attached concept plan and color rendering.
2. Buildings shall be limited to one story in height.
3. A meandering sidewalk and landscaping, adhering to all applicable City standards, shall be installed along the Preston Road and Oklahoma Drive frontages.
4. Cross access to the south is not required due to the existing creek.
5. One on-site caretaker/residential unit is permitted within the development.

Attachment: Draft Ordinance (Celina Self Storage Expansion – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Cornelius Tract - Annexation

Action Requested:
Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 30 acres, generally located at the northwest corner of Future Celina Parkway and FM 455, within the Extraterritorial Jurisdiction (ETJ). (Cornelius Tract – Annexation) (Mohan)

Applicant:
The Law Offices of Robert D. Daake, PLLC
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the annexation of approximately 30 acres along future Celina Parkway. Please refer to the attached documents as well as the associated annexation service agreement and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
The staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.

COUNTY ROAD 9
COUNTY ROAD 57
CR 994
COUNTY ROAD 994
ORIOLE L
OSPREY LN
PINTAIL PL
KIT ST
FIRECREST LN
COX LN
W J FRED SMITH PKWY
N CELINA PKWY
W FM 455
N FLORIDA DR
HILLSIDE DR
LAKEVIEW WAY
MULBERRY CT
W PECAN ST
PECAN ST
N ILLINOIS DR
MARYLAND ST
N FLORIDA DR
W WALNUT ST
FM 455
WALNUT ST
W MAIN ST
DOLORIS LN
TOLLESON CT
DICKERSON CT
W ELM ST
TOLLESON DR
S ALABAMA DR
W OAK ST
COUNTY ROAD 8
MOBBERLY CONNECTOR
W ASH ST
ASH ST
DERBY CT
W SYCAMORE ST
S ARIZONA DR
YELLOWSTONE DR
JOSHUA TREE LN
ZION PKWY
BRYCE CANYON DR
STEFHANIE DR
W BOIS D ARC ST
W CEDAR ST
HOT SPRINGS WAY
ARCADIA WAY
MELLANIE LN
S UTAH DR
OLYMPIC DR
W SUNSET BLVD
WINN R
S CELINA PKWY
FM 428
W SUNSET BLVD
DALLAS NORTH TOLLWAY

Attachment: Location Map (Cornelius Tract – Annexation)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Cornelius
Location Map
City of Celina

4/27/2022

N W E S

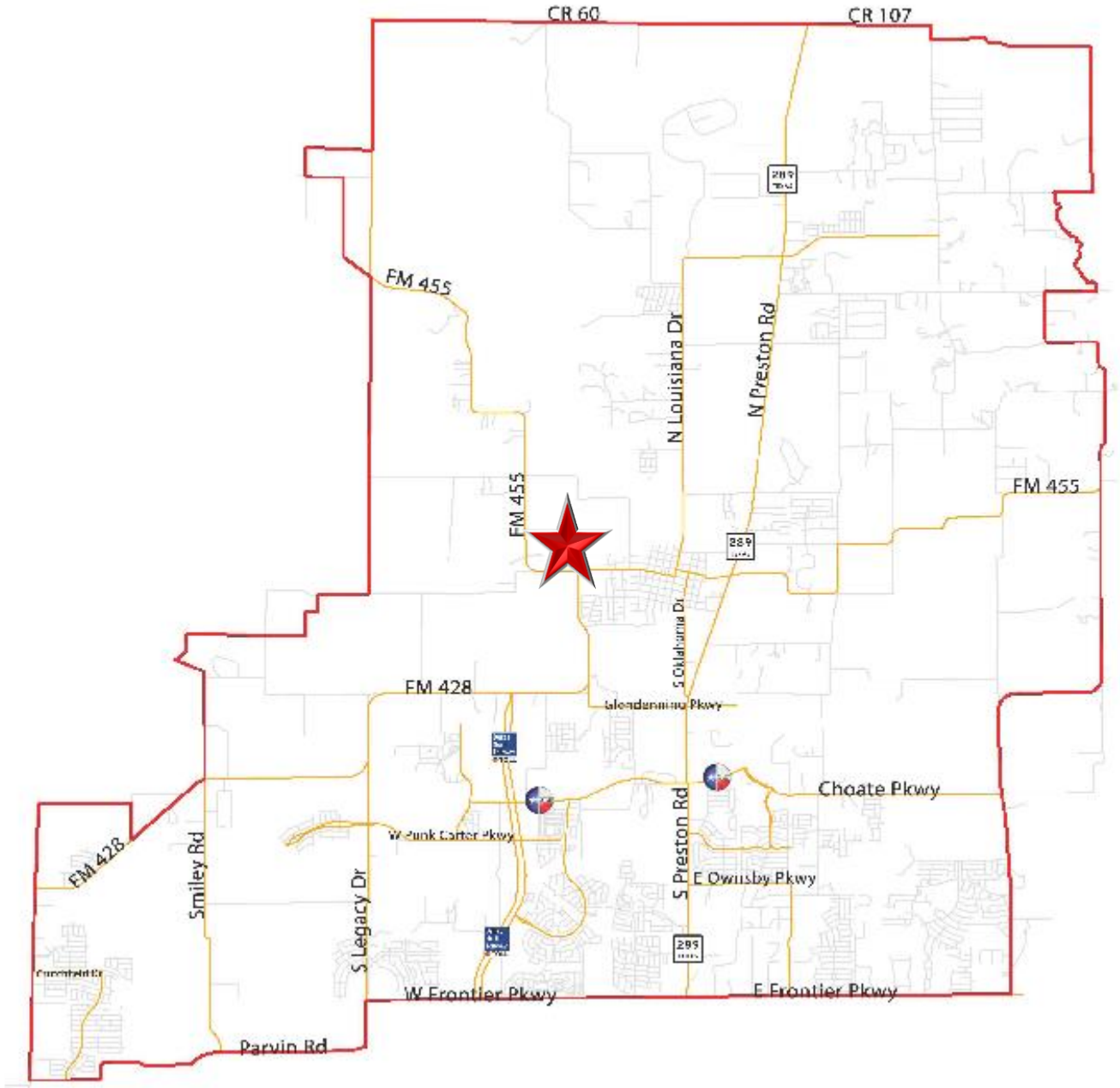
0 500 1,000 Feet

CORNELIUS TRACT

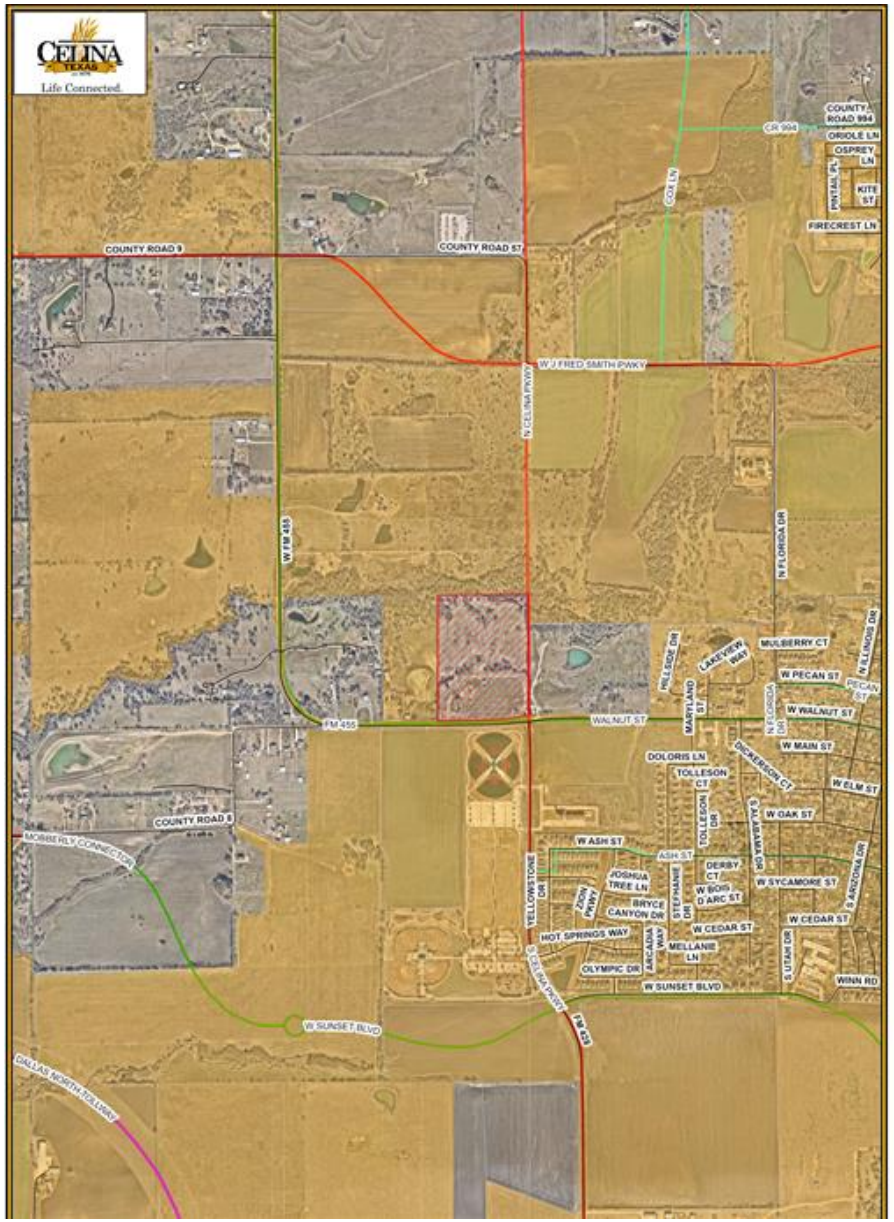
Annexation & Zoning

City Council
June 14, 2022





Attachment: Staff Presentation (Cornelius Tract – Annexation)



LOCATION MAP

The subject property is generally located at the northwest corner of future Celina Parkway and FM 455

Attachment: Staff Presentation (Cornelius Tract – Annexation)

BACKGROUND

- The subject property is approximately 30 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- A pre-annexation agreement does not exist on the property
- The applicant is proposing a base zoning of Mixed Use (MU) and voluntarily annexing into City Limits
- The subject property has no immediate plans to develop

Attachment: Staff Presentation (Cornelius Tract – Annexation)

POLICY CONSIDERATIONS

- The property owner is voluntarily annexing into City Limits, which positively contributes to the tax base
- Mixed Use zoning is not an inappropriate zoning district for this location, which is at the intersection of a future 6-lane and 4-lane thoroughfare
- City standards will apply to any future development
- The subject property has access to water and road frontage
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations
- The request is not out of conformance with the Future Land Use Plan

Attachment: Staff Presentation (Cornelius Tract – Annexation)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its May 17th regular meeting
- Staff recommends approval of the annexation and zoning as presented

Attachment: Staff Presentation (Cornelius Tract – Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
CORNELIUS TRACT

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 30 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED AT THE NORTHWEST CORNER OF FUTURE CELINA PARKWAY AND FM 455, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 14th day of June, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 30th day of May, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

Attachment: Draft Ordinance (Cornelius Tract – Annexation)

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year 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 (Cornelius Tract – 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 14th day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

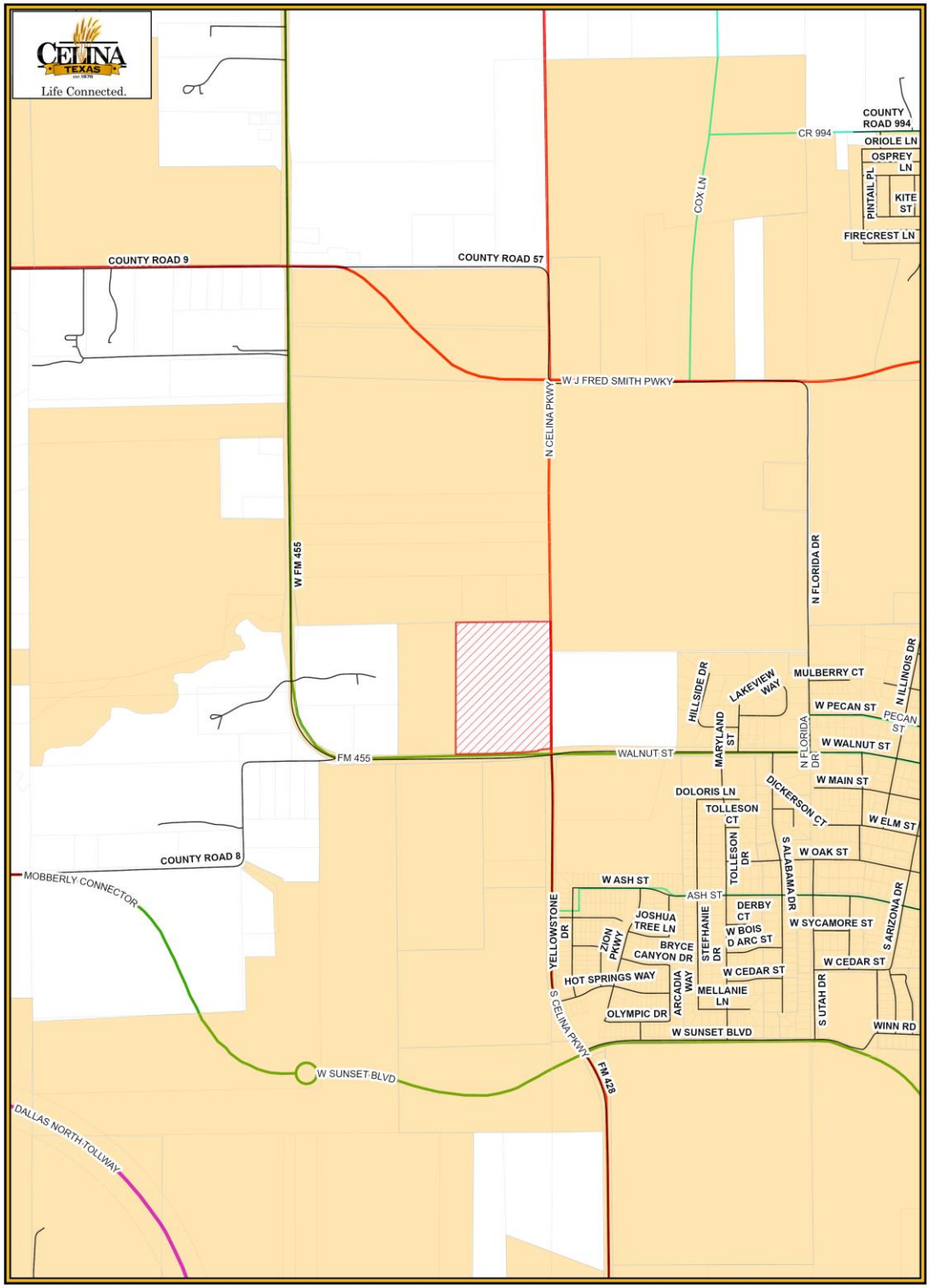
_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Cornelius Tract – Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Being all that certain 29.737 acre tract of land situated in the Henry Bentley Survey, Abstract No. 124, Collin County,
Texas, and being all that certain tract of land conveyed to Don Keith Cornelius, Trustee of the Don Keith Cornelius Family Revocable Living Trust, by deeds recorded under Instrument Number 20100219000161320 and 20100219000161330, Official Public Records of Collin County, Texas, and being more particularly described as follows:
BEGINNING at a 1/2 inch iron rod found for the southwest corner of said Cornelius tract, same being the southeast corner of that certain tract of land conveyed to Celina 428, L.P., by deed recorded under Instrument Number 20070222000245920, said Official Public Records, same being in the north right-of-way line of F.M. Highway No. 455 (variable width right-of-way);
THENCE North 01 deg. 26 min. 00 sec. West, along the common line of said Cornelius tract and said Celina 428 tract, a distance of 1339.41 feet to a 1/2 inch iron rod found for the northwest corner of said Cornelius tract, same being the northeast corner of said Celina 428, same being in the south line of that certain tract of land conveyed to Mark S. Johnson, by deed recorded in Volume 5038, Page 7629, Deed Records, Collin County, Texas;
THENCE North 86 deg. 19 min. 17 sec. East, along the common line of said Cornelius tract and said Johnson tract, a
distance of 58.07 feet to a 3/8 inch iron rod found for angle point, same being the southeast corner of said Johnson tract, same being the southwest corner of that certain tract of land conveyed to Hazel Marie Hackney, by deed recorded
under Instrument Number 20120213000161010, aforesaid Official Public Records;
THENCE North 88 deg. 00 min. 09 sec. East, along the common line of said Cornelius tract and said Hackney tract, a distance of 910.09 feet to a 3/8 inch iron rod found for the northeast corner of said Cornelius tract, same being in the
center of an abandoned road per deed recorded under Instrument Number 20100219000161320, same being the southeast corner of said Hackney tract, same being in the west line of that certain tract of land conveyed to Billy Stelzer and Julia Stelzer, C-Trustees of the Stelzer Revocable Trust, by deed recorded under Instrument Number 20141006001089690, said Official Public Records;
THENCE South 01 deg. 32 min. 31 sec. East, along the common line of said Cornelius tract and said Stelzer tract, a distance of 319.32 feet to an 8 inch wood fence corner post found for angle point, same being the southwest corner of
said Stelzer tract, same being the northwest corner of that certain tract of land conveyed to Jarrell Dwain Gray, by deed recorded under Instrument Number 20090105000007700, said Official Public Records;
THENCE South 02 deg. 02 min. 12 sec. East, along the common line of said Cornelius tract and said Gray tract, a distance of 978.94 feet to a 1/2 inch iron rod found for the southeast corner of said Cornelius tract, same being the southwest corner of said Gray tract, same being in the north right-of-way line of aforesaid F.M. Highway No. 455;
THENCE along the common line of said Cornelius tract and the north right-of-way line of said F.M. Highway No. 455 as follows:
South 82 deg. 46 min. 48 sec. West, a distance of 155.63 feet to a 1/2 inch iron rod set with "Peiser & Mankin SURV"
red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for angle point;
South 00 deg. 56 min. 59 sec. West, a distance of 10.73 feet to a 3/8 inch iron rod found for corner;
South 84 deg. 11 min. 00 sec. West, a distance of 140.90 feet to a 1/2 inch iron rod set for angle point;
South 86 deg. 39 min. 39 sec. West, a distance of 321.12 feet to a wooden highway monument found for angle point;
South 87 deg. 50 min. 33 sec. West, a distance of 362.29 feet to the POINT OF BEGINNING and containing 29.737 acres of computed land, more or less.

Attachment: Draft Ordinance (Cornelius Tract – Annexation)



Attachment: Draft Ordinance (Cornelius Tract – Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

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

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (Cornelius Tract – Annexation)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

Attachment: Draft Ordinance (Cornelius Tract – 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 (Cornelius Tract – 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 (Cornelius Tract – 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 (Cornelius Tract – Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Cornelius Tract - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 30 acres to acres to Mixed-Use (MU) District, generally located at the northwest corner of Future Celina Parkway and FM 455. (Cornelius Tract - Zoning) (Mohan)

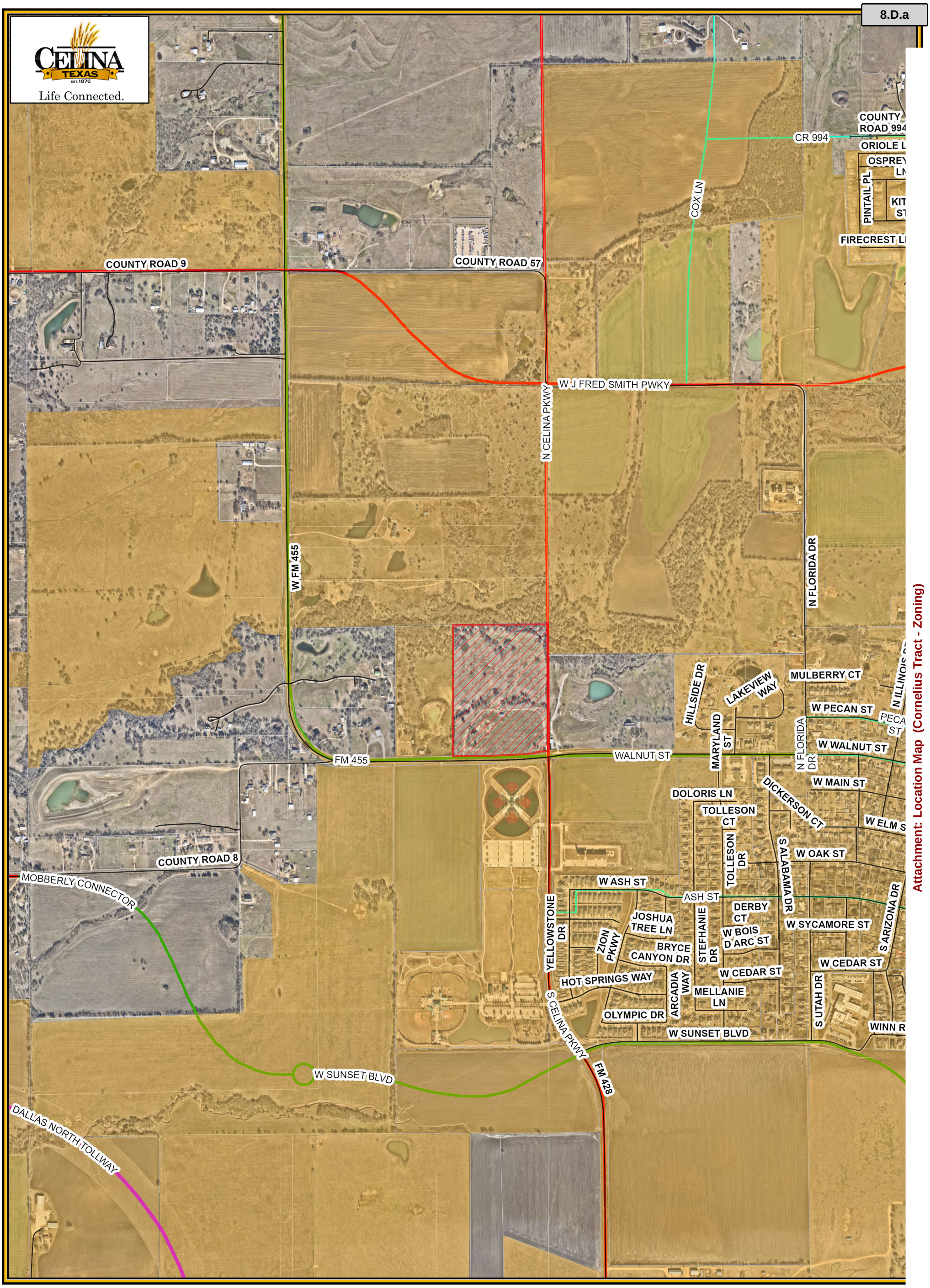
Applicant:
The Law Offices of Robert D. Daake, PLLC
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the zoning of approximately 30 acres along future Celina Parkway to Mixed-Use (MU) District. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.



Attachment: Location Map (Cornelius Tract - Zoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Cornelius
Location Map
City of Celina

4/27/2022

N W E S

0 500 1,000 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
CORNELIUS TRACT

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 30 ACRES LOCATED IN THE HENRY BENTLEY SURVEY, ABSTRACT NO. 124 COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF FUTURE CELINA PARKWAY AND FM 455; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED TO MIXED-USE DISTRICT (MU); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

Attachment: Draft Ordinance (Cornelius Tract - Zoning)

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That 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 Mixed-Use District (MU).

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 Mixed-Use District (MU).

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.

Attachment: Draft Ordinance (Cornelius Tract - Zoning)

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

Attachment: Draft Ordinance (Cornelius Tract - Zoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of June 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

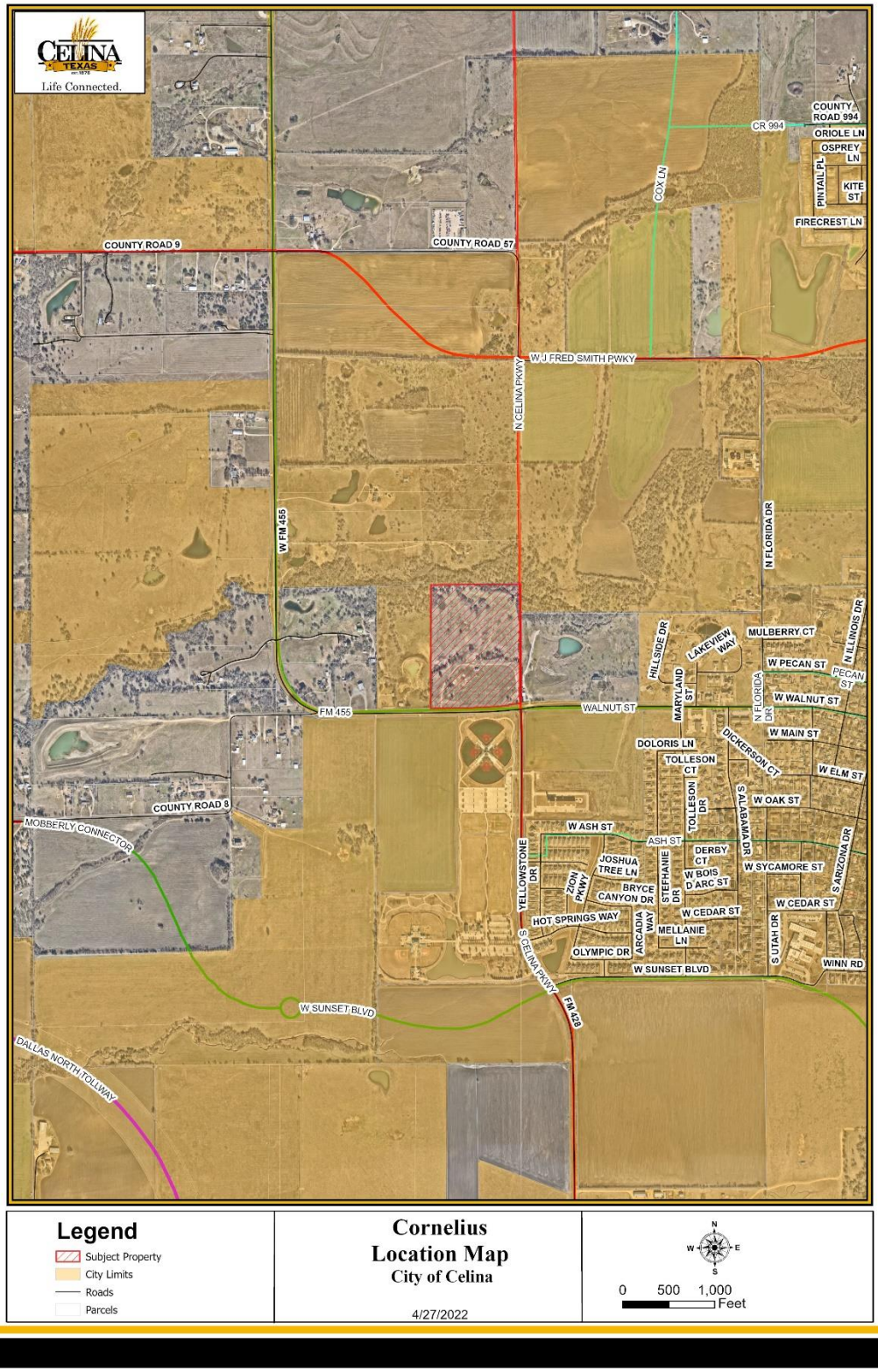
Attachment: Draft Ordinance (Cornelius Tract - Zoning)

Exhibit A
Legal Description

Being all that certain 29.737 acre tract of land situated in the Henry Bentley Survey, Abstract No. 124, Collin County,
Texas, and being all that certain tract of land conveyed to Don Keith Cornelius, Trustee of the Don Keith Cornelius Family Revocable Living Trust, by deeds recorded under Instrument Number 20100219000161320 and 20100219000161330, Official Public Records of Collin County, Texas, and being more particularly described as follows:
BEGINNING at a 1/2 inch iron rod found for the southwest corner of said Cornelius tract, same being the southeast corner of that certain tract of land conveyed to Celina 428, L.P., by deed recorded under Instrument Number 20070222000245920, said Official Public Records, same being in the north right-of-way line of F.M. Highway No. 455 (variable width right-of-way);
THENCE North 01 deg. 26 min. 00 sec. West, along the common line of said Cornelius tract and said Celina 428 tract, a distance of 1339.41 feet to a 1/2 inch iron rod found for the northwest corner of said Cornelius tract, same being the northeast corner of said Celina 428, same being in the south line of that certain tract of land conveyed to Mark S. Johnson, by deed recorded in Volume 5038, Page 7629, Deed Records, Collin County, Texas;
THENCE North 86 deg. 19 min. 17 sec. East, along the common line of said Cornelius tract and said Johnson tract, a distance of 58.07 feet to a 3/8 inch iron rod found for angle point, same being the southeast corner of said Johnson tract, same being the southwest corner of that certain tract of land conveyed to Hazel Marie Hackney, by deed recorded
under Instrument Number 20120213000161010, aforesaid Official Public Records;
THENCE North 88 deg. 00 min. 09 sec. East, along the common line of said Cornelius tract and said Hackney tract, a distance of 910.09 feet to a 3/8 inch iron rod found for the northeast corner of said Cornelius tract, same being in the
center of an abandoned road per deed recorded under Instrument Number 20100219000161320, same being the southeast corner of said Hackney tract, same being in the west line of that certain tract of land conveyed to Billy Stelzer and Julia Stelzer, C-Trustees of the Stelzer Revocable Trust, by deed recorded under Instrument Number 20141006001089690, said Official Public Records;
THENCE South 01 deg. 32 min. 31 sec. East, along the common line of said Cornelius tract and said Stelzer tract, a distance of 319.32 feet to an 8 inch wood fence corner post found for angle point, same being the southwest corner of said Stelzer tract, same being the northwest corner of that certain tract of land conveyed to Jarrell Dwain Gray, by deed recorded under Instrument Number 20090105000007700, said Official Public Records;
THENCE South 02 deg. 02 min. 12 sec. East, along the common line of said Cornelius tract and said Gray tract, a distance of 978.94 feet to a 1/2 inch iron rod found for the southeast corner of said Cornelius tract, same being the southwest corner of said Gray tract, same being in the north right-of-way line of aforesaid F.M. Highway No. 455;
THENCE along the common line of said Cornelius tract and the north right-of-way line of said F.M. Highway No. 455 as follows:
South 82 deg. 46 min. 48 sec. West, a distance of 155.63 feet to a 1/2 inch iron rod set with "Peiser & Mankin SURV"
red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for angle point;
South 00 deg. 56 min. 59 sec. West, a distance of 10.73 feet to a 3/8 inch iron rod found for corner;
South 84 deg. 11 min. 00 sec. West, a distance of 140.90 feet to a 1/2 inch iron rod set for angle point;
South 86 deg. 39 min. 39 sec. West, a distance of 321.12 feet to a wooden highway monument found for angle point;
South 87 deg. 50 min. 33 sec. West, a distance of 362.29 feet to the POINT OF BEGINNING and containing 29.737 acres of computed land, more or less.

Attachment: Draft Ordinance (Cornelius Tract - Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Cornelius Tract - Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Blanks Property - Annexation

Action Requested:
Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 9 acres, generally located at the northwest corner of future Legacy Drive and future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ). (Blanks Property – Annexation) (Mohan)

Applicant:
Aimee Bissett
109 N. Elm Street
Denton, TX 76201

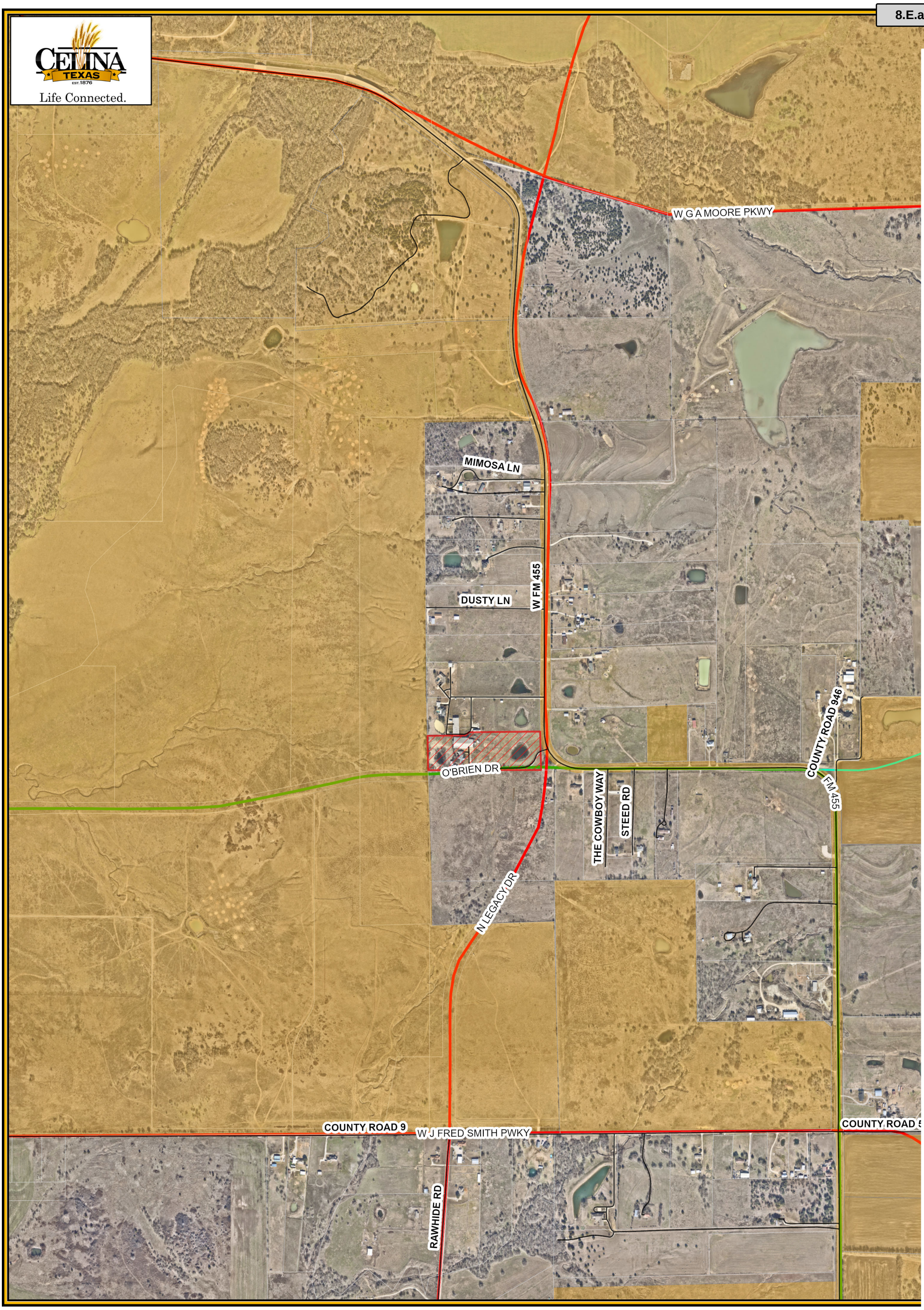
Background Information:
This item is for the annexation of approximately 9 acres at the intersection of future Legacy Drive and future O'Brien Drive. Please refer to the attached documents as well as the associated annexation service agreement and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
The staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

NWC Legacy and O'Brien Location Map

City of Celina

4/27/2022

N W E S

0 500 1,000 Feet

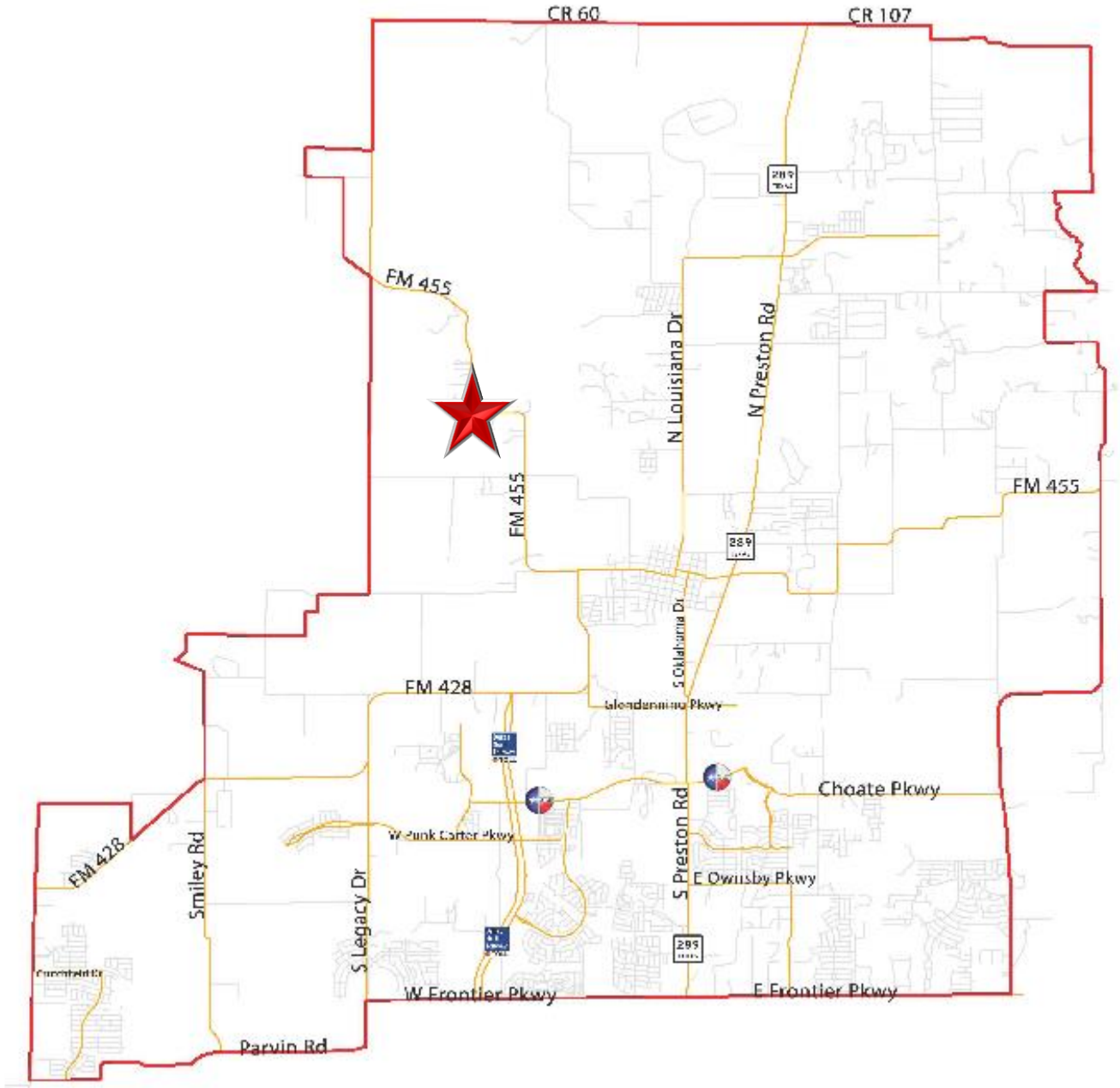
Attachment: Location Map (Blanks Property – Annexation)

BLANKS PROPERTY

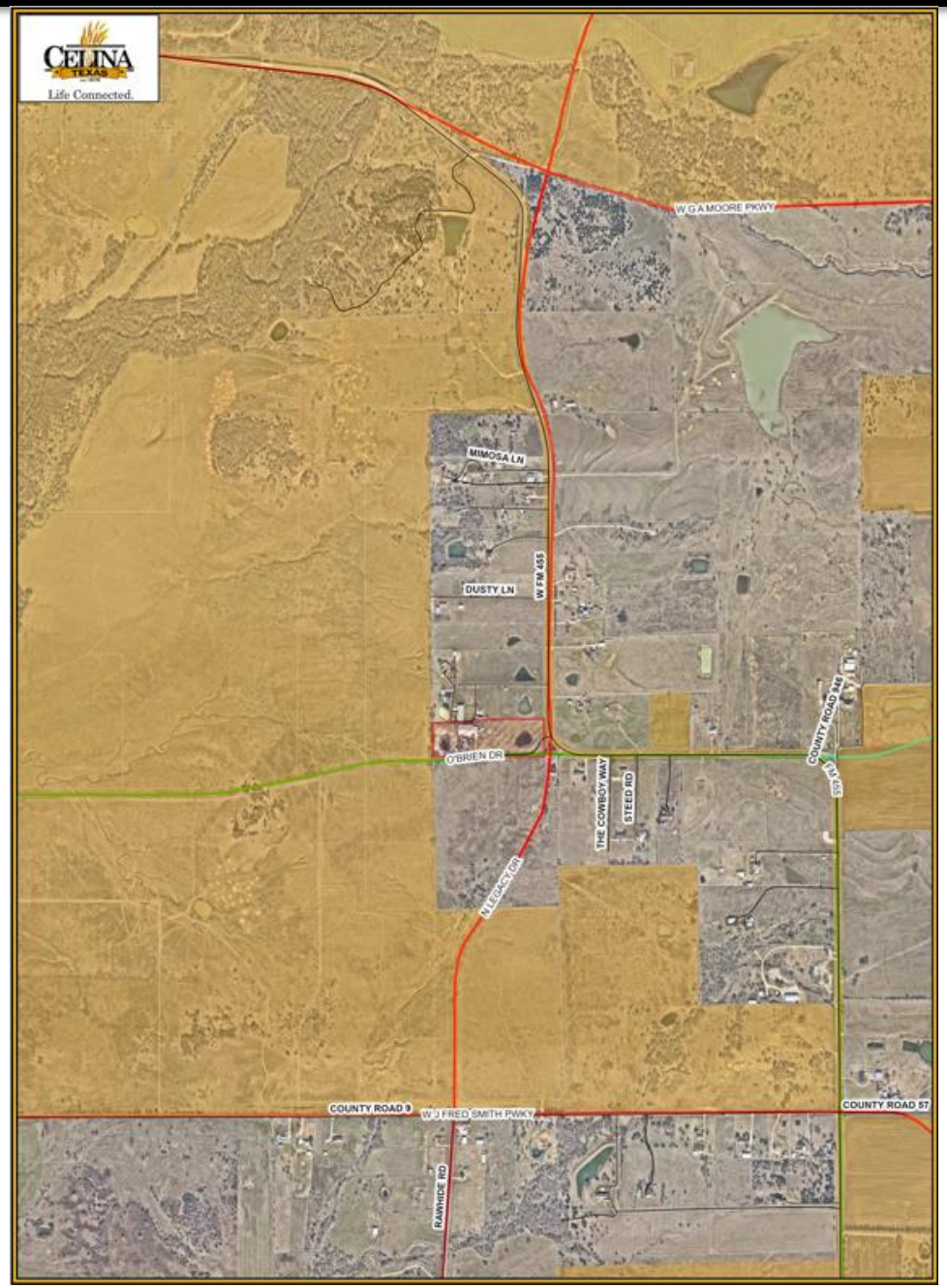
Annexation & Zoning

City Council
June 14, 2022





Attachment: Staff Presentation (Blanks Property – Annexation)



LOCATION MAP

The subject property is generally located at the northwest corner of future Legacy Drive and future O'Brien Drive.

Attachment: Staff Presentation (Blanks Property – Annexation)

BACKGROUND

- The subject property is approximately 9 acres, located in the Extraterritorial Jurisdiction (ETJ), with a pre-annexation agreement that expires in 2035
- The applicant is proposing a base zoning of Commercial, Office, & Retail District (C)

Attachment: Staff Presentation (Blanks Property – Annexation)

POLICY CONSIDERATIONS

- The future Legacy Drive and O'Brien Road intersection is large enough to accommodate commercial development, being a 6-lane and a 4-lane intersection
- The proposed zoning request is in conformance with the Future Land Use Plan
- The subject property is annexing into the City Limits 13 years ahead of the agreement expiration

Attachment: Staff Presentation (Blanks Property – Annexation)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its May 17th regular meeting
- Staff recommends approval of the annexation and zoning as presented

Attachment: Staff Presentation (Blanks Property – Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
BLANKS PROPERTY

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 9 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED AT THE NORTHWEST CORNER OF FUTURE LEGACY DRIVE AND FUTURE O'BRIEN DRIVE, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 14th day of June, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 30th day of May, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

Attachment: Draft Ordinance (Blanks Property – Annexation)

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year 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 (Blanks Property – 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 14th day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Blanks Property – Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Being a tract of land situated in the John Ragsdale survey, Abstract No. 735 in Collin County, Texas and being part of an 81.680 acre tract of land as described in a deed from J.C. Tischler, et al to Harvey cash and Tom Leachman, Jr., and recorded in Volume 783, Page 116, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at an iron rod for corner on the West line of F. H. Road 455, said point being South 0 degrees 53 minutes 34 seconds East 159.38 feet from the Northeast corner of a 12.119 acre tract of land as described in deed recorded in Volume 1288, Page 370, of the Deed Records of Collin County, Texas,

THENCE South 0 degrees 53 minutes 34 seconds East, 26.41 feet along the said West line of F.M. Road 455 to an iron rod for corner,

THENCE South 1 degrees 19 minutes 25 East, 319.71 feet continuing along the said West line of F.M. Road 455 to an iron rod for corner;

THENCE South 89 degrees 15 minutes 19 seconds West, 1045.71 feet leaving the said West line of F.M. Road 455 to an iron rod for corner

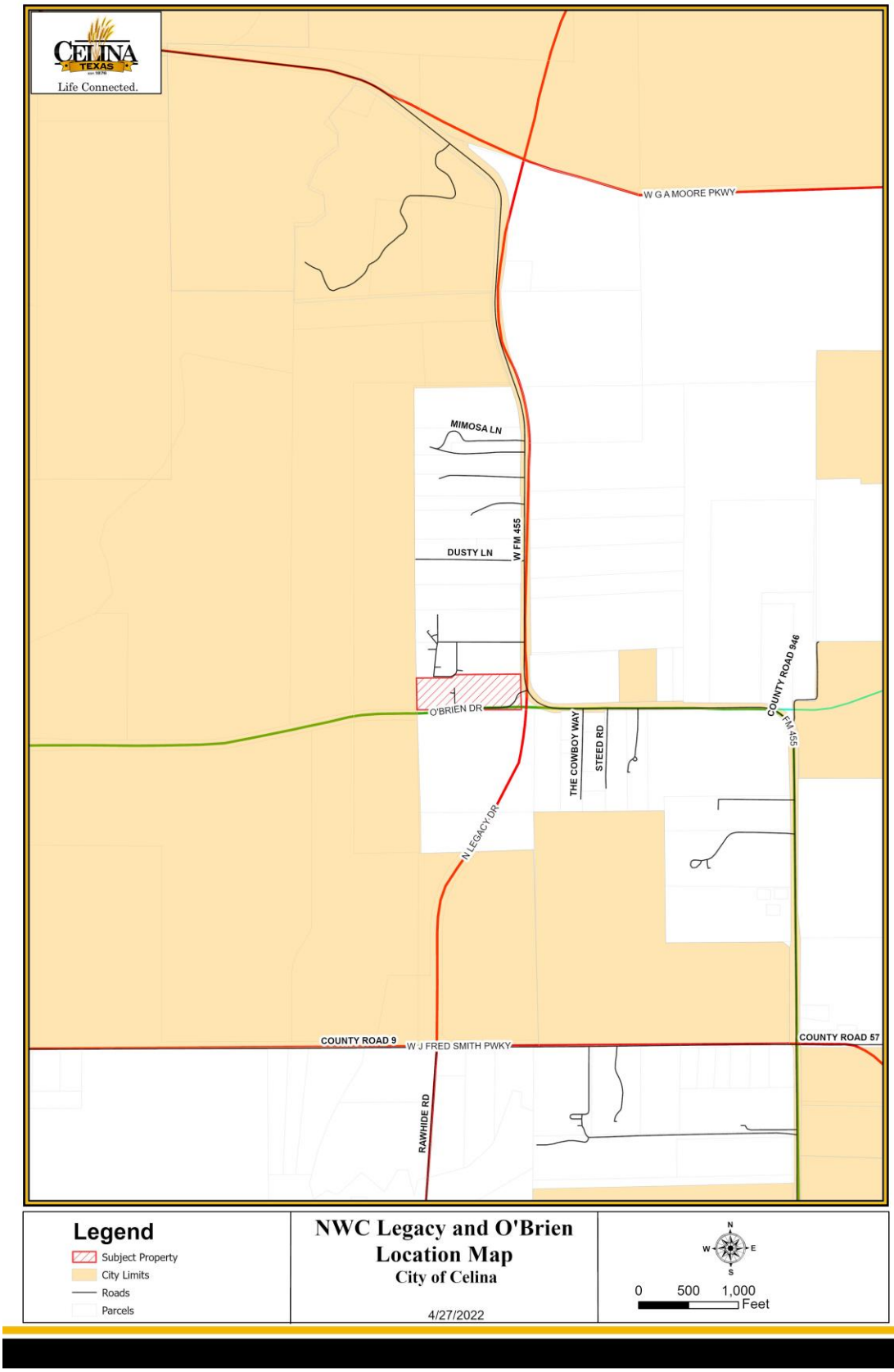
THENCE North 1 degrees 29 minutes 15 West, 315.61 feet to an iron rod for corner

THENCE North 89 degrees 07 minutes 37 seconds East 356.10 feet to an iron rod for corner;

THENCE North 44 degrees 07 minutes 37 seconds East 42.43 feet to an iron rod for corner,

THENCE North 89 degrees 07 minutes 37 seconds East, 660.46 feet to the Point of Beginning and containing 8.073 acres (351,642 square feet) of land.

Attachment: Draft Ordinance (Blanks Property – Annexation)



Attachment: Draft Ordinance (Blanks Property – Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

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

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (Blanks Property – Annexation)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

Attachment: Draft Ordinance (Blanks Property – 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 (Blanks Property – 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 (Blanks Property – 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 (Blanks Property – Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Blanks Property - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 9 acres to Commercial, Retail, & Office (C) District, generally located at the northwest corner of future Legacy Drive and future O'Brien Drive. (Blanks Property - Zoning) (Mohan)

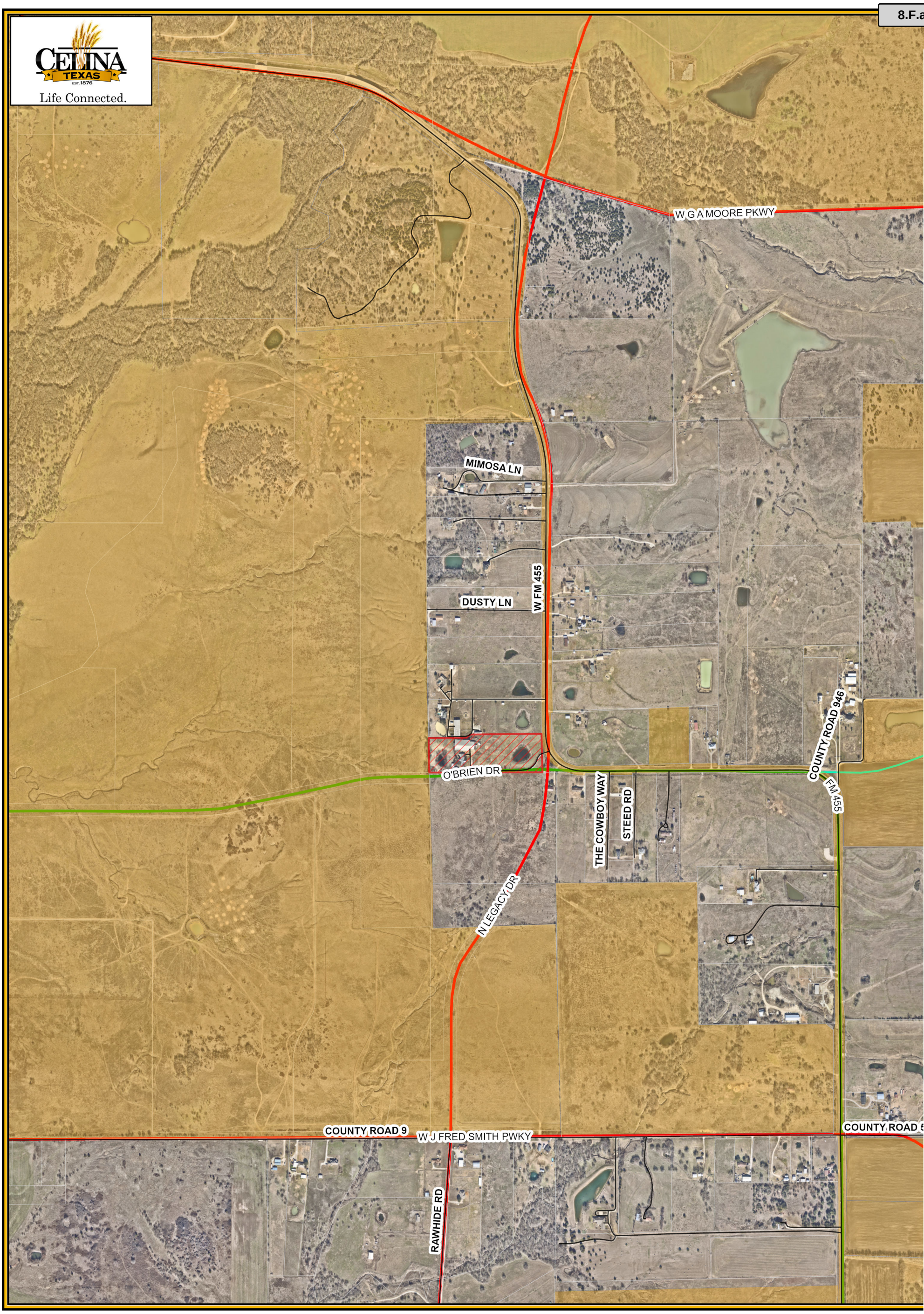
Applicant:
Aimee Bissett
109 N. Elm Street
Denton, TX 76201

Background Information:
This item is for the zoning of approximately 9 acres at the intersection of future Legacy Drive and future O'Brien Drive (northwest corner) to Commercial, Retail, & Office (C) zoning. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.



Attachment: Location Map (Blanks Property - Zoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

NWC Legacy and O'Brien
Location Map
City of Celina

4/27/2022

N
W E
S

0 500 1,000 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
BLANKS PROPERTY

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 9 ACRES LOCATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 735 COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF FUTURE LEGACY DRIVE AND FUTURE O'BRIEN DRIVE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED TO COMMERCIAL, RETAIL, & OFFICE (C); 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, ansd 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 "Chapter 43 And Chapter 212 Texas Local Government Code Development and Services Agreement" with Consent to and Voluntary Petition for Annexation" filed in the land records on June 26, 2020 as Instrument No. 20200626000973150 (Property ID 2121751); 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 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,

Attachment: Draft Ordinance (Blanks Property - Zoning)

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 Commercial, Retail, & Office (C).

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 Commercial, Retail, & Office (C).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of

Attachment: Draft Ordinance (Blanks Property - Zoning)

Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

Attachment: Draft Ordinance (Blanks Property - Zoning)

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of June 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Blanks Property - Zoning)

Exhibit A
Legal Description

Being a tract of land situated in the John Ragsdale survey, Abstract No. 735 in Collin County, Texas and being part of an 81.680 acre tract of land as described in a deed from J.C. Tischler, et al to Harvey cash and Tom Leachman, Jr., and recorded in Volume 783, Page 116, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at an iron rod for corner on the West line of F. H. Road 455, said point being South 0 degrees 53 minutes 34 seconds East 159.38 feet from the Northeast corner of a 12.119 acre tract of land as described in deed recorded in Volume 1288, Page 370, of the Deed Records of Collin County, Texas,

THENCE South 0 degrees 53 minutes 34 seconds East, 26.41 feet along the said West line of F.M. Road 455 to an iron rod for corner,

THENCE South 1 degrees 19 minutes 25 East, 319.71 feet continuing along the said West line of F.M. Road 455 to an iron rod for corner;

THENCE South 89 degrees 15 minutes 19 seconds West, 1045.71 feet leaving the said West line of F.M. Road 455 to an iron rod for corner

THENCE North 1 degrees 29 minutes 15 West, 315.61 feet to an iron rod for corner

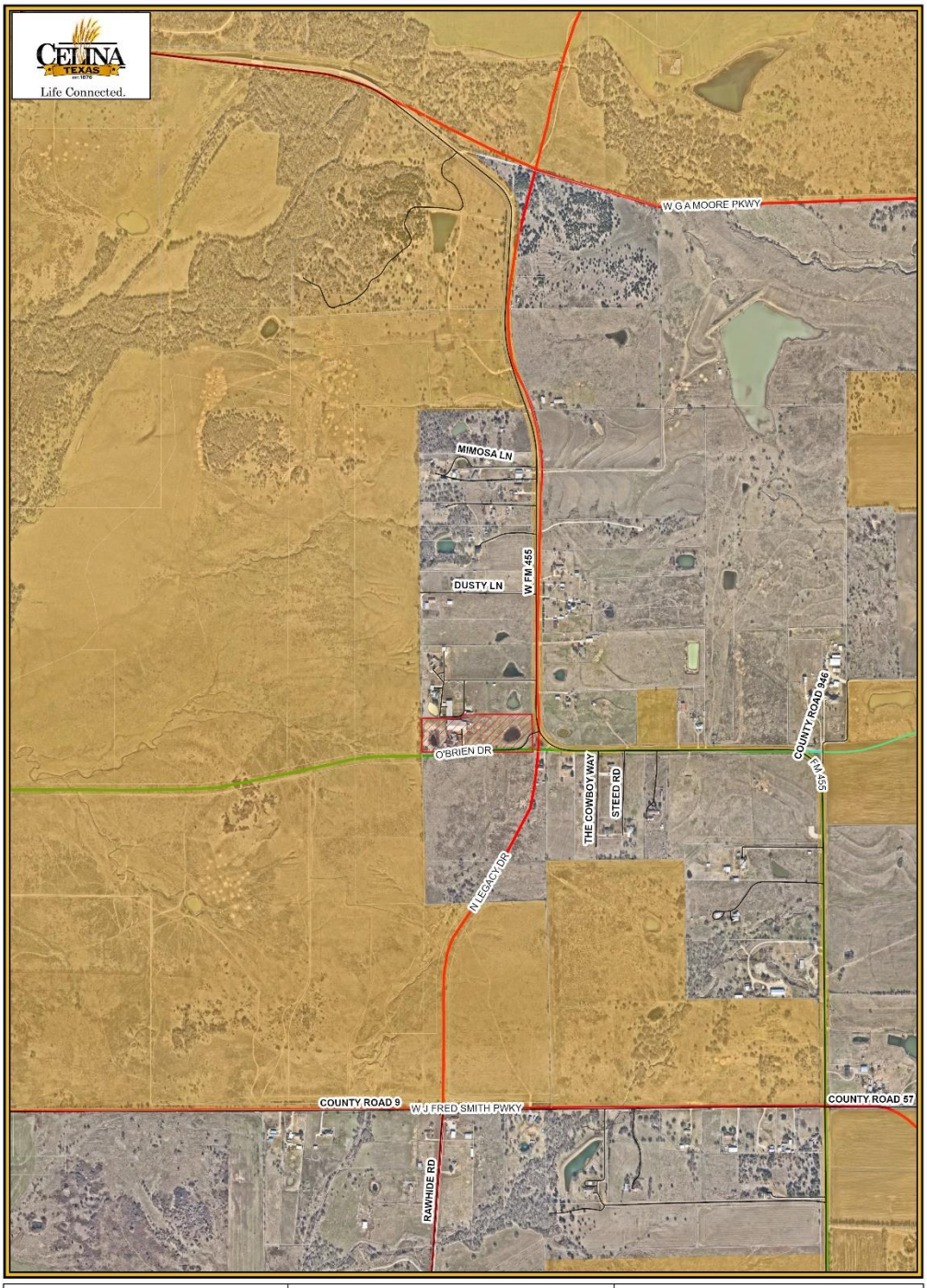
THENCE North 89 degrees 07 minutes 37 seconds East 356.10 feet to an iron rod for corner;

THENCE North 44 degrees 07 minutes 37 seconds East 42.43 feet to an iron rod for corner,

THENCE North 89 degrees 07 minutes 37 seconds East, 660.46 feet to the Point of Beginning and containing 8.073 acres (351,642 square feet) of land.

Attachment: Draft Ordinance (Blanks Property - Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Blanks Property - Zoning)

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:	June 14, 2022
Re:	Rasor Ranch - Annexation

Action Requested:
Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 1,100 acres, generally located at the southwest corner of Preston Road and Marilee Road, within the Extraterritorial Jurisdiction (ETJ). (Rasor Ranch – Annexation) (Mohan)

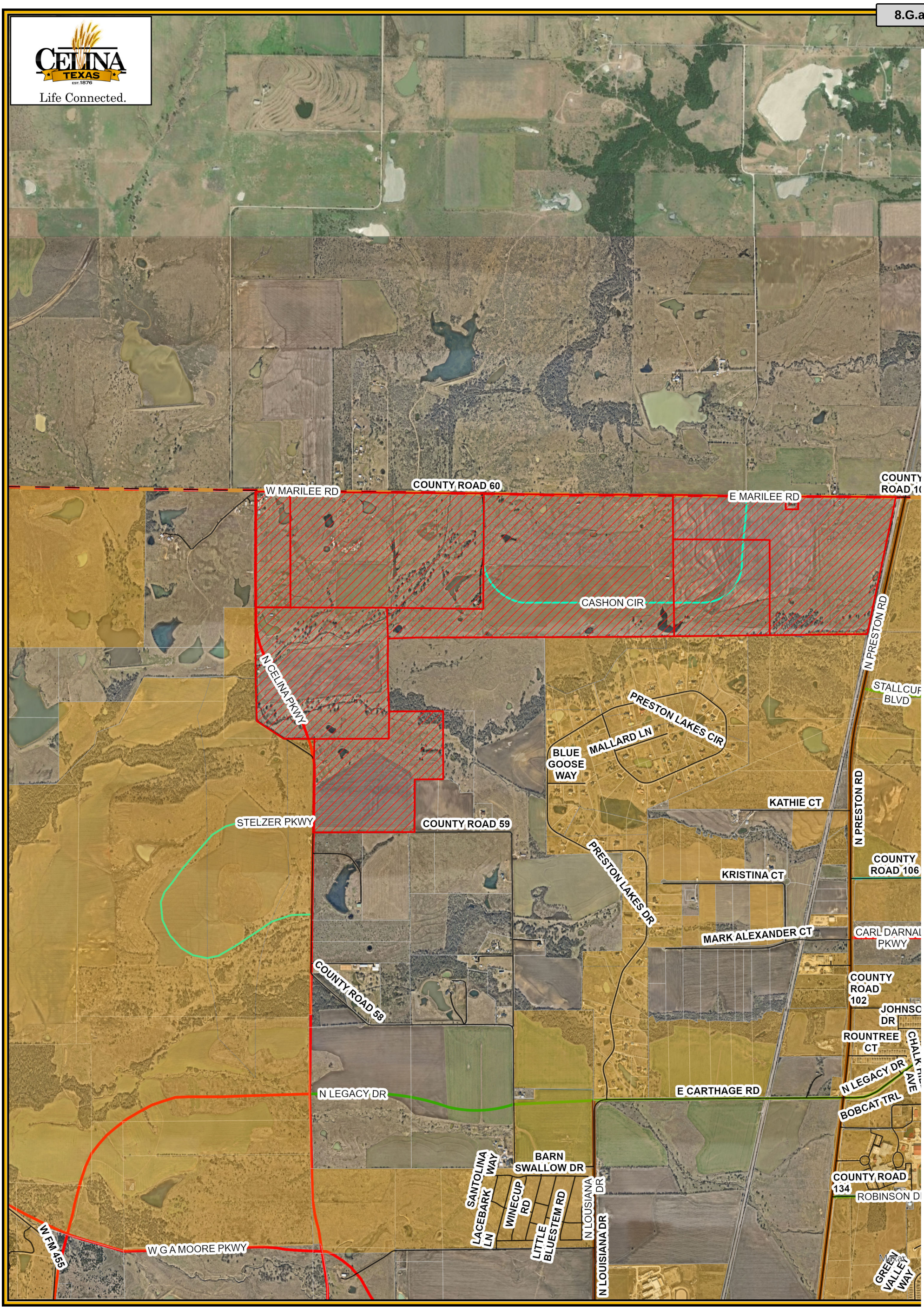
Applicant:
Kimley-Horn
400 N. Oklahoma Drive, Ste. 105
Celina, TX 75009

Background Information:
This item is for the annexation of approximately 1,100 acres for Rasor Ranch. Please refer to the attached documents as well as the associated zoning agenda item for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
The staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Rasor Ranch
Location Map
City of Celina

4/26/2022

N W E S

0 1,500 3,000 Feet

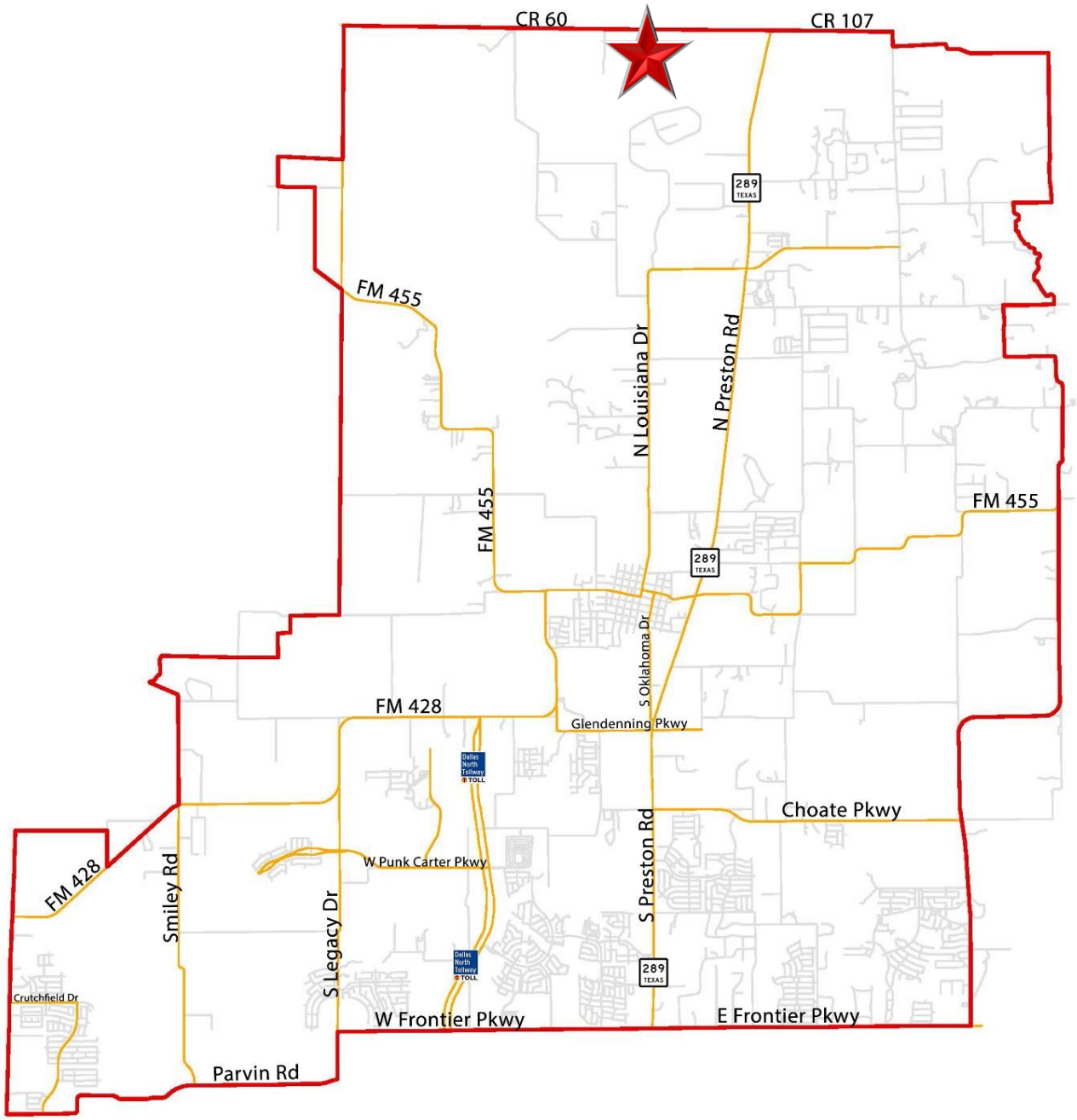
Attachment: Location Map (Rasor Ranch – Annexation)

RASOR RANCH

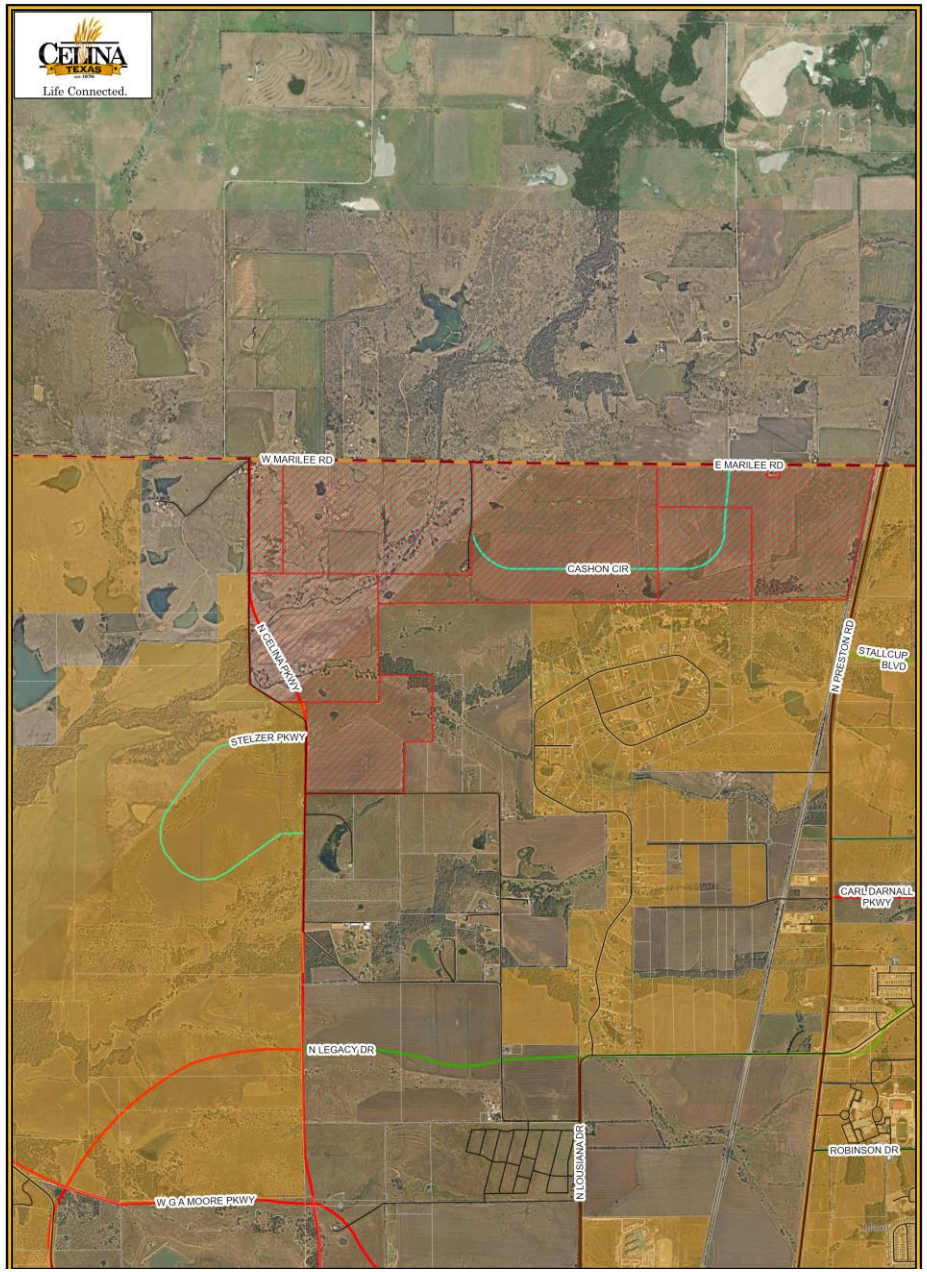
Annexation & Zoning

City Council
June 14, 2022





Attachment: Staff Presentation (Rasor Ranch – Annexation)



LOCATION MAP

Rasor Ranch generally stretches along Marilee Road, from Preston Road westward to future Celina Parkway, along the Grayson County line

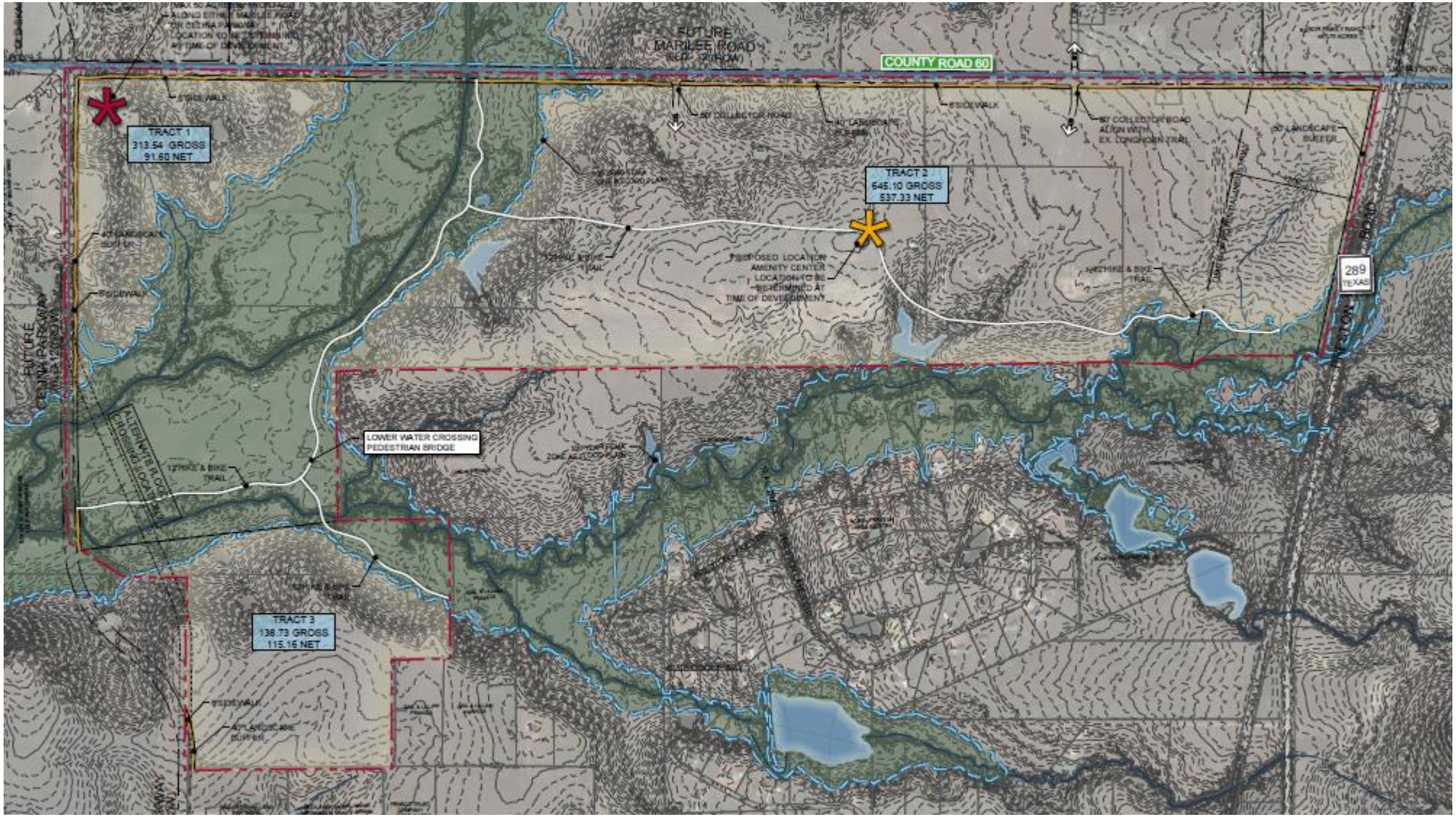
Attachment: Staff Presentation (Rasor Ranch – Annexation)

BACKGROUND

- The Development Agreement was approved by City Council in February 2022, which outlined its future annexation and zoning
- The subject property is approximately 1,100 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- The property will be annexed and zoned this evening in conformance with the governing DA

Attachment: Staff Presentation (Rasor Ranch – Annexation)

Vicinity Map



Attachment: Staff Presentation (Rasor Ranch – Annexation)

PROJECT OVERVIEW

The development will consist of a new neighborhood, with a mix of uses:

- Attached Single-Family Lots
- Detached Single-Family Lots
- Commercial, Office, & Retail
- Multi-Family
- Industrial (adjacent to BNSF)

Attachment: Staff Presentation (Rasor Ranch – Annexation)

PROJECT OVERVIEW - RESIDENTIAL

Single-Family is limited to a maximum of 3,800 lots

- Minimum 10% 70' wide lots
- Minimum 10% 55', 60', or wider lots
- Maximum 30% 40' wide lots
- Townhomes limited to 10% of lots
- Alleys required on lots less than 50' in width

Attachment: Staff Presentation (Rasor Ranch – Annexation)

PROJECT OVERVIEW - COMMERCIAL

- Commercial allowed with Marilee Road or Celina Parkway frontage
- Light Industrial allowed within 1,200 feet of BNSF ROW and must be separated via a collector or 50' wide landscape buffer
- Multi-Family limited to 750 units total (MF-2 or MF-3)
- Single-Family for rent limited to 250 units (MF-0)

Attachment: Staff Presentation (Rasor Ranch – Annexation)

DEVELOPER OBLIGATIONS

- Annexation & Zoning
- Right-of-way dedication as requested by the City
- Infrastructure necessary to serve the development (water, sewer, roads)
- 3-acre site for a future fire station
- Treatment facility site dedication, including easements for regional development
- 2 sites for future elementary schools (10-12 acres)
- 15 acres dedicated adjacent to Bonfire Park
- Trails along the floodplain areas, BNSF, & gas easements
- Compliance with all other City regulations
- Standard amenity package with timing triggers

Attachment: Staff Presentation (Rasor Ranch – Annexation)

POLICY CONSIDERATIONS

- The property has been entitled through the governing Development Agreement
- City standards will apply (architecture, landscape, etc.)
- Diverse lot mix & housing types, per the Comprehensive Plan
- The floodplain width is substantial along the shared boundary

Attachment: Staff Presentation (Rasor Ranch – Annexation)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its May 17th regular meeting
- Staff recommends approval of the annexation and zoning as presented, per the governing DA

Attachment: Staff Presentation (Rasor Ranch – Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
RASOR RANCH 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 AN APPROXIMATELY 1,100 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED AT THE SOUTHWEST CORNER OF PRESTON ROAD AND MARILEE ROAD AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 14th day of June, 2022, in the Celina Council Chambers located at 112 N. Colorado St. 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, the Property contains the entire area of West Preston Municipal Utility District No. 1 of Collin County and this annexation includes the entirety of said district as required by Section 43.071(b) of the Texas Local Government Code; 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, on the 30th day of May, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Property 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 the Property 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

Attachment: Draft Ordinance (Rasor Ranch – Annexation)

surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year 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

Attachment: Draft Ordinance (Rasor Ranch – Annexation)

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Rasor Ranch – Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

1097.42 ACRES

BEING a tract of land situated in the JAS M. CULWELL SURVEY, ABSTRACT #195, the JOHN DAVIS SURVEY, ABSTRACT #256, the J.M. FELAND SURVEY, ABSTRACT #316, the J.T. MEAFFEE SURVEY, ABSTRACT #632, the GABRIEL CHENOWETH SURVEY, ABSTRACT #140, the P. NEWSOME SURVEY, ABSTRACT #665, the W.C. LEWIS SURVEY, ABSTRACT #549, the THOMAS BRUCE SURVEY, ABSTRACT #104, of Collin County, Texas, said tract being all those tracts of land referred to as Tracts 1, 2, 3, 4 and 5, conveyed to the Rasor Family Ranch, LP, according to the document filed of record in Document Number 20071231001718360, Official Public Record Collin County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point in the Collin and Grayson County line, located within County Line Road, a.k.a. Marilee Road, for the northeast corner of said Tract 2, being in the west line of the Burlington Northern Santa Fe Railroad;

THENCE South 13°45'00" West, a distance of 2806.72 feet to a point for corner;

THENCE South 88°52'00" West, a distance of 98.83 feet to a point for corner;

THENCE South 88°52'00" West, a distance of 202.67 feet to a point for corner;

THENCE North 88°27'00" West, a distance of 747.55 feet to a point for corner;

THENCE North 1°00'00" East, a distance of 3.94 feet to a point for corner;

THENCE South 88°15'00" West, a distance of 71.94 feet to a point for corner;

THENCE South 73°15'00" West, a distance of 58.03 feet to a point for corner;

THENCE South 57°45'00" West, a distance of 181.50 feet to a point for corner;

THENCE North 76°45'00" West, a distance of 203.28 feet to a point for corner;

THENCE North 88°37'00" West, a distance of 268.62 feet to a point for corner;

THENCE North 84°45'00" West, a distance of 156.42 feet to a point for corner;

THENCE North 86°30'00" West, a distance of 165.00 feet to a point for corner;

THENCE North 89°30'59" West, a distance of 1860.54 feet to a point for corner;

THENCE South 89°56'49" West, a distance of 221.20 feet to a point for corner;

Attachment: Draft Ordinance (Rasor Ranch – Annexation)

THENCE North 88°53'48" West, a distance of 293.60 feet to a point for corner;

THENCE North 89°06'48" West, a distance of 842.29 feet to a point for corner;

THENCE North 88°43'48" West, a distance of 558.63 feet to a point for corner;

THENCE North 88°58'48" West, a distance of 724.83 feet to a point for corner;

THENCE North 89°30'48" West, a distance of 1095.51 feet to a point for corner;

THENCE North 85°19'48" West, a distance of 184.73 feet to a point for corner;

THENCE North 88°44'48" West, a distance of 1302.47 feet to a point for corner;

THENCE North 89°57'48" West, a distance of 625.24 feet to a point for corner;

THENCE South 1°05'12" West, a distance of 812.24 feet to a point for corner;

THENCE South 0°58'25" West, a distance of 680.99 feet to a point for corner;

THENCE South 89°59'07" East, a distance of 137.89 feet to a point for corner;

THENCE South 89°40'07" East, a distance of 148.80 feet to a point for corner;

THENCE South 89°21'07" East, a distance of 822.44 feet to a point for corner;

THENCE South 1°06'53" West, a distance of 1390.54 feet to a point for corner;

THENCE North 89°39'07" West, a distance of 580.00 feet to a point for corner;

THENCE South 1°35'53" West, a distance of 1082.20 feet to a point for corner;

THENCE North 88°55'07" West, a distance of 2065.60 feet to a point for corner;

THENCE North 2°04'54" East, a distance of 1392.76 feet to a point for corner;

THENCE North 4°03'53" East, a distance of 147.20 feet to a point for corner;

THENCE North 2°02'53" East, a distance of 381.54 feet to a point for corner;

THENCE North 87°58'48" West, a distance of 636.15 feet to a point for corner;

THENCE North 56°16'48" West, a distance of 647.20 feet to a point for corner;

THENCE North 0°05'48" West, a distance of 1225.66 feet to a point for corner;

THENCE North 1°30'12" East, a distance of 3500.00 feet to a point for corner;

THENCE South 87°50'48" East, a distance of 2085.66 feet to a point for corner;

THENCE South 87°50'48" East, a distance of 2566.64 feet to a point for corner;

THENCE South 87°31'48" East, a distance of 1275.30 feet to a point for corner;

THENCE South 88°01'48" East, a distance of 2606.30 feet to a point for corner;

THENCE South 88°15'00" East, a distance of 2927.10 feet to a point for corner;

THENCE South 88°15'00" East, a distance of 443.94 feet to a point for corner;

THENCE South 88°15'00" East, a distance of 1224.44 feet to the **POINT OF BEGINNING** and containing 1097.420 acres or 47,803,631 square feet of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Attachment: Draft Ordinance (Rasor Ranch – Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

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

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (Rasor Ranch – Annexation)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

Attachment: Draft Ordinance (Rasor Ranch – 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 (Rasor Ranch – 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 (Rasor Ranch – 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 (Rasor Ranch – Annexation)

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:	June 14, 2022
Re:	Rasor Ranch PD - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 1,100 acres to a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), Commercial, Retail, & Office (C), Multi-Family (MF-0, MF-2, & MF-3), and Industrial (I) base zoning, generally located at the southwest corner of Preston Road and Marilee Road. (Rasor Ranch PD - Zoning) (Mohan)

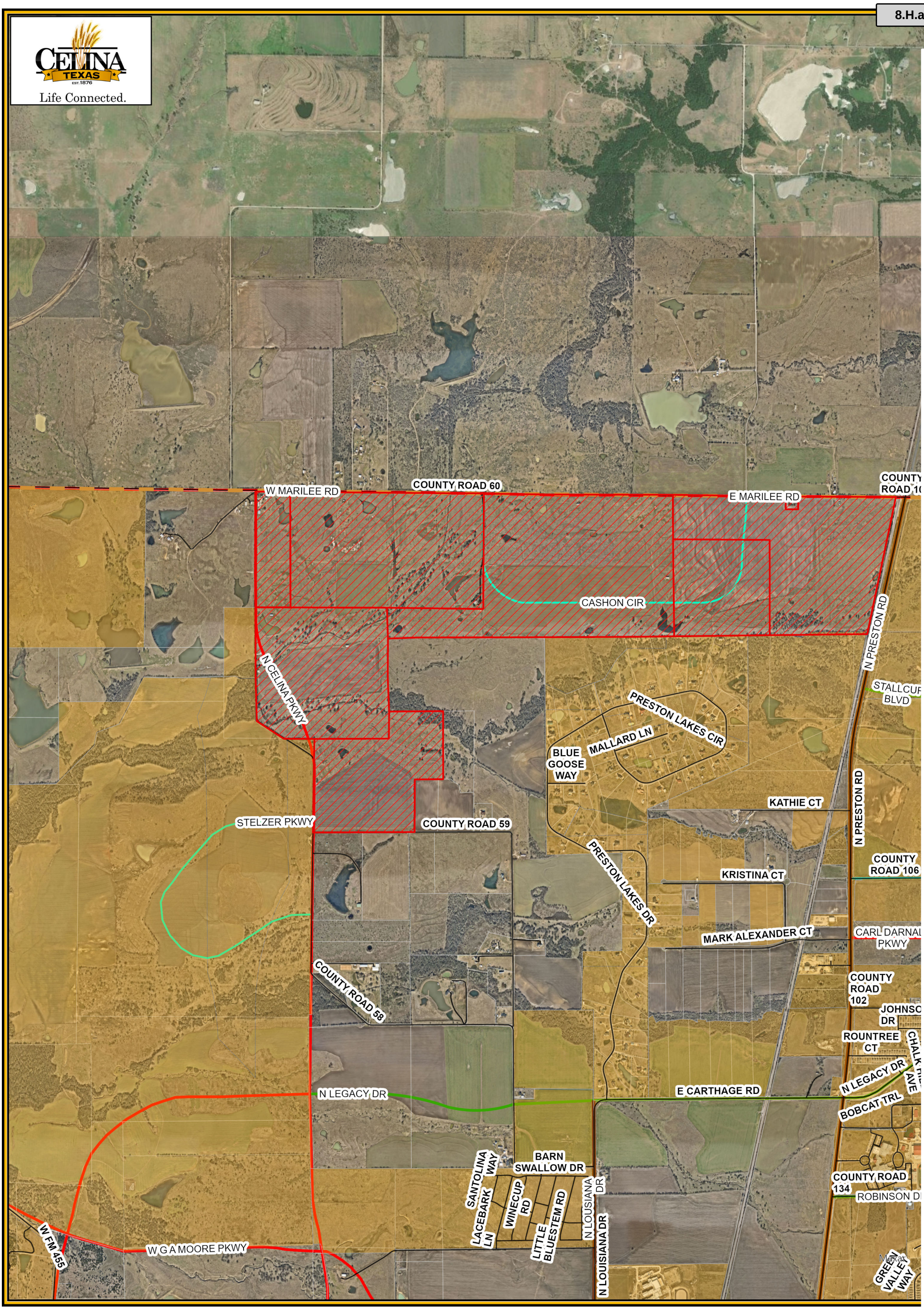
Applicant:
Kimley-Horn
400 N. Oklahoma Drive, Ste. 105
Celina, TX 75009

Background Information:
This item is for the zoning of approximately 1,100 acres at the intersection of Marilee Road and Preston Road to a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), Commercial, Retail, & Office (C), Multi-Family (MF-0, MF-2, & MF-3), and Industrial (I) base zoning. Please refer to the attached documents as well as the associated annexation 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 (Rasor Ranch PD - Zoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Rasor Ranch
Location Map
City of Celina

4/26/2022

N W E S

0 1,500 3,000 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
RASOR RANCH
PLANNED DEVELOPMENT #134

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 1,100 ACRES LOCATED IN THE JAS M. CULWELL SURVEY, ABSTRACT NO. 195, THE JOHN DAVIS SURVEY, ABSTRACT NO. 256, THE J.M. FELAND SURVEY, ABSTRACT NO. 316, THE J.T. MEAFFEE SURVEY, ABSTRACT NO. 632, THE GABRIEL CHENOWETH SURVEY, ABSTRACT NO. 140, THE P. NEWSOME SURVEY, ABSTRACT NO. 665, THE W.C. LWEIS SURVEY, ABSTRACT NO. 549, AND THE THOMAS BRUCE SURVEY, ABSTRACT NO. 104, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF PRESTON ROAD AND MARILEE ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 134; 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 February 2022 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan, Trails and Open Space Exhibit, 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.

Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

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 establish the zoning classification for the Property as "PD" Planned Development District No. 134 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:	Trails and Open Space Exhibit
Exhibit E:	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. 134, and incorporates the Concept Plan, Trails and Open Space Exhibit, and Development Regulations, attached hereto as Exhibit "C", "D," and "E", respectively.

SECTION 5

Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and

Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

Exhibit A
Legal Description

1097.42 ACRES

BEING a tract of land situated in the JAS M. CULWELL SURVEY, ABSTRACT #195, the JOHN DAVIS SURVEY, ABSTRACT #256, the J.M. FELAND SURVEY, ABSTRACT #316, the J.T. MEAFFEE SURVEY, ABSTRACT #632, the GABRIEL CHENOWETH SURVEY, ABSTRACT #140, the P. NEWSOME SURVEY, ABSTRACT #665, the W.C. LEWIS SURVEY, ABSTRACT #549, the THOMAS BRUCE SURVEY, ABSTRACT #104, of Collin County, Texas, said tract being all those tracts of land referred to as Tracts 1, 2, 3, 4 and 5, conveyed to the Rasor Family Ranch, LP, according to the document filed of record in Document Number 20071231001718360, Official Public Record Collin County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point in the Collin and Grayson County line, located within County Line Road, a.k.a. Marilee Road, for the northeast corner of said Tract 2, being in the west line of the Burlington Northern Santa Fe Railroad;

THENCE South 13°45'00" West, a distance of 2806.72 feet to a point for corner;

THENCE South 88°52'00" West, a distance of 98.83 feet to a point for corner;

THENCE South 88°52'00" West, a distance of 202.67 feet to a point for corner;

THENCE North 88°27'00" West, a distance of 747.55 feet to a point for corner;

THENCE North 1°00'00" East, a distance of 3.94 feet to a point for corner;

THENCE South 88°15'00" West, a distance of 71.94 feet to a point for corner;

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THENCE North 88°43'48" West, a distance of 558.63 feet to a point for corner;

THENCE North 88°58'48" West, a distance of 724.83 feet to a point for corner;

THENCE North 89°30'48" West, a distance of 1095.51 feet to a point for corner;

THENCE North 85°19'48" West, a distance of 184.73 feet to a point for corner;

THENCE North 88°44'48" West, a distance of 1302.47 feet to a point for corner;

THENCE North 89°57'48" West, a distance of 625.24 feet to a point for corner;

THENCE South 1°05'12" West, a distance of 812.24 feet to a point for corner;

THENCE South 0°58'25" West, a distance of 680.99 feet to a point for corner;

THENCE South 89°59'07" East, a distance of 137.89 feet to a point for corner;

THENCE South 89°40'07" East, a distance of 148.80 feet to a point for corner;

THENCE South 89°21'07" East, a distance of 822.44 feet to a point for corner;

THENCE South 1°06'53" West, a distance of 1390.54 feet to a point for corner;

THENCE North 89°39'07" West, a distance of 580.00 feet to a point for corner;

THENCE South 1°35'53" West, a distance of 1082.20 feet to a point for corner;

THENCE North 88°55'07" West, a distance of 2065.60 feet to a point for corner;

THENCE North 2°04'54" East, a distance of 1392.76 feet to a point for corner;

THENCE North 4°03'53" East, a distance of 147.20 feet to a point for corner;

THENCE North 2°02'53" East, a distance of 381.54 feet to a point for corner;

THENCE North 87°58'48" West, a distance of 636.15 feet to a point for corner;

THENCE North 56°16'48" West, a distance of 647.20 feet to a point for corner;

THENCE North 0°05'48" West, a distance of 1225.66 feet to a point for corner;

Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

THENCE North 1°30'12" East, a distance of 3500.00 feet to a point for corner;

THENCE South 87°50'48" East, a distance of 2085.66 feet to a point for corner;

THENCE South 87°50'48" East, a distance of 2566.64 feet to a point for corner;

THENCE South 87°31'48" East, a distance of 1275.30 feet to a point for corner;

THENCE South 88°01'48" East, a distance of 2606.30 feet to a point for corner;

THENCE South 88°15'00" East, a distance of 2927.10 feet to a point for corner;

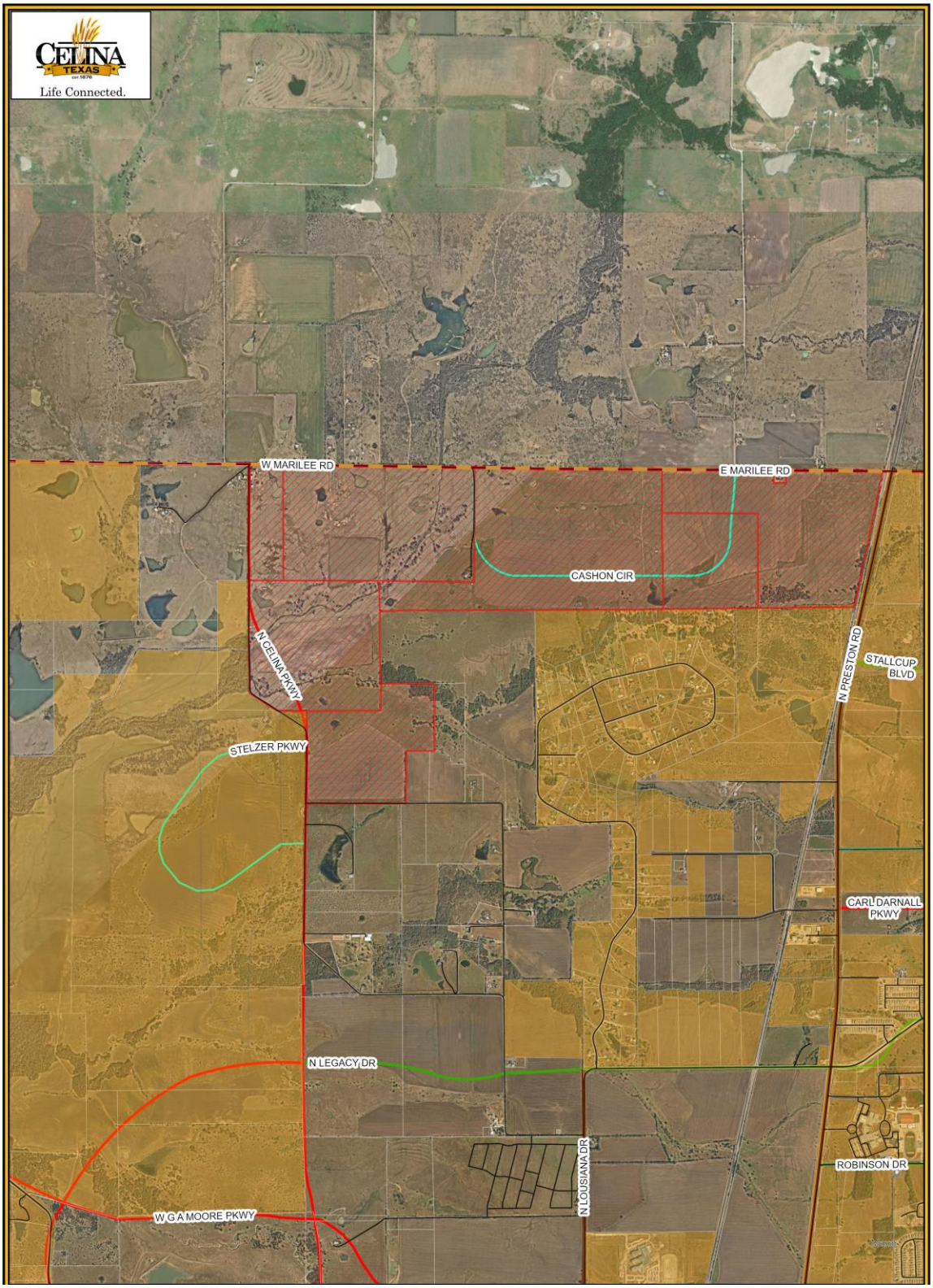
THENCE South 88°15'00" East, a distance of 443.94 feet to a point for corner;

THENCE South 88°15'00" East, a distance of 1224.44 feet to the **POINT OF BEGINNING** and containing 1097.420 acres or 47,803,631 square feet of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

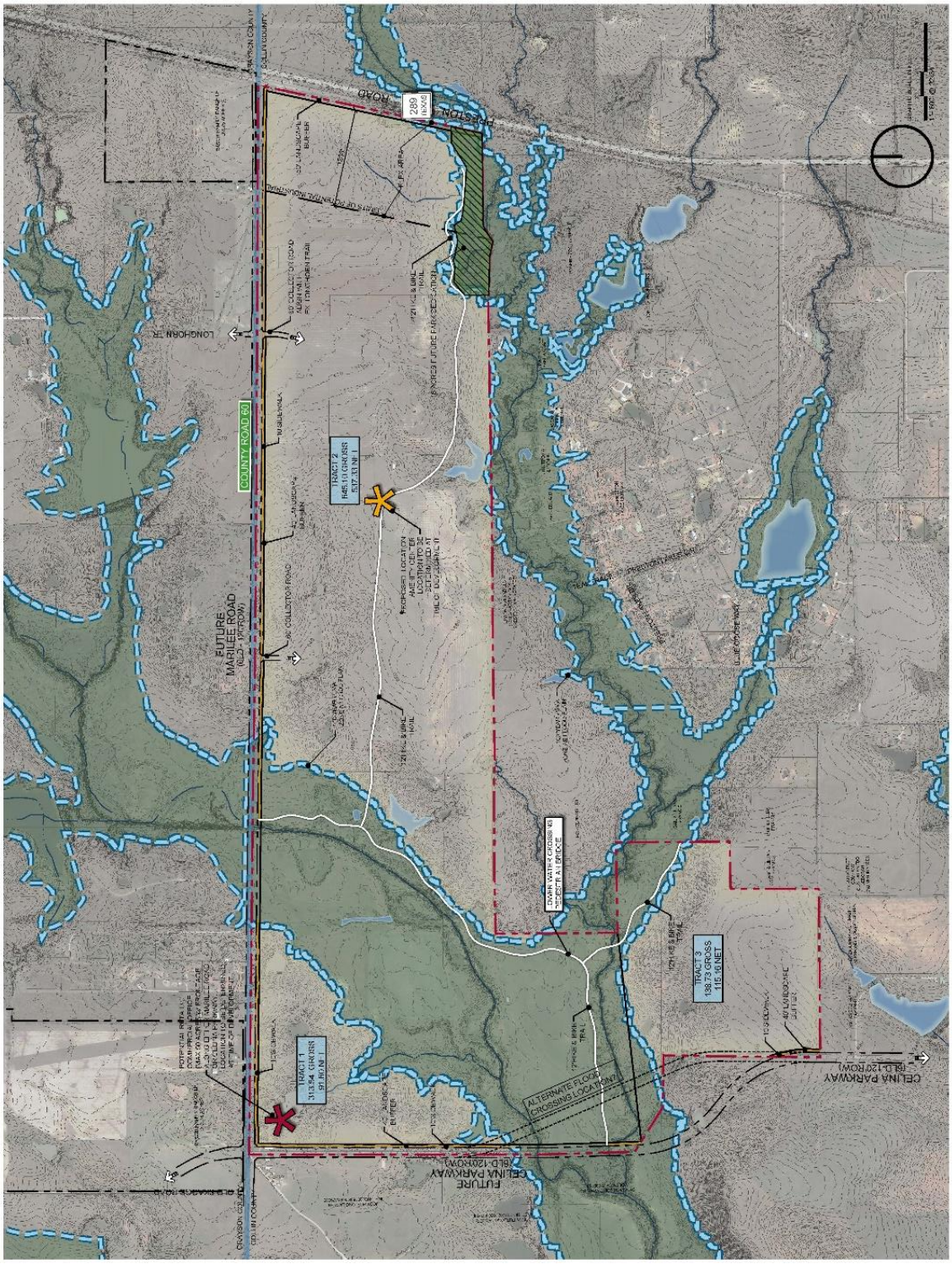
Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

Exhibit B
Depiction of Property



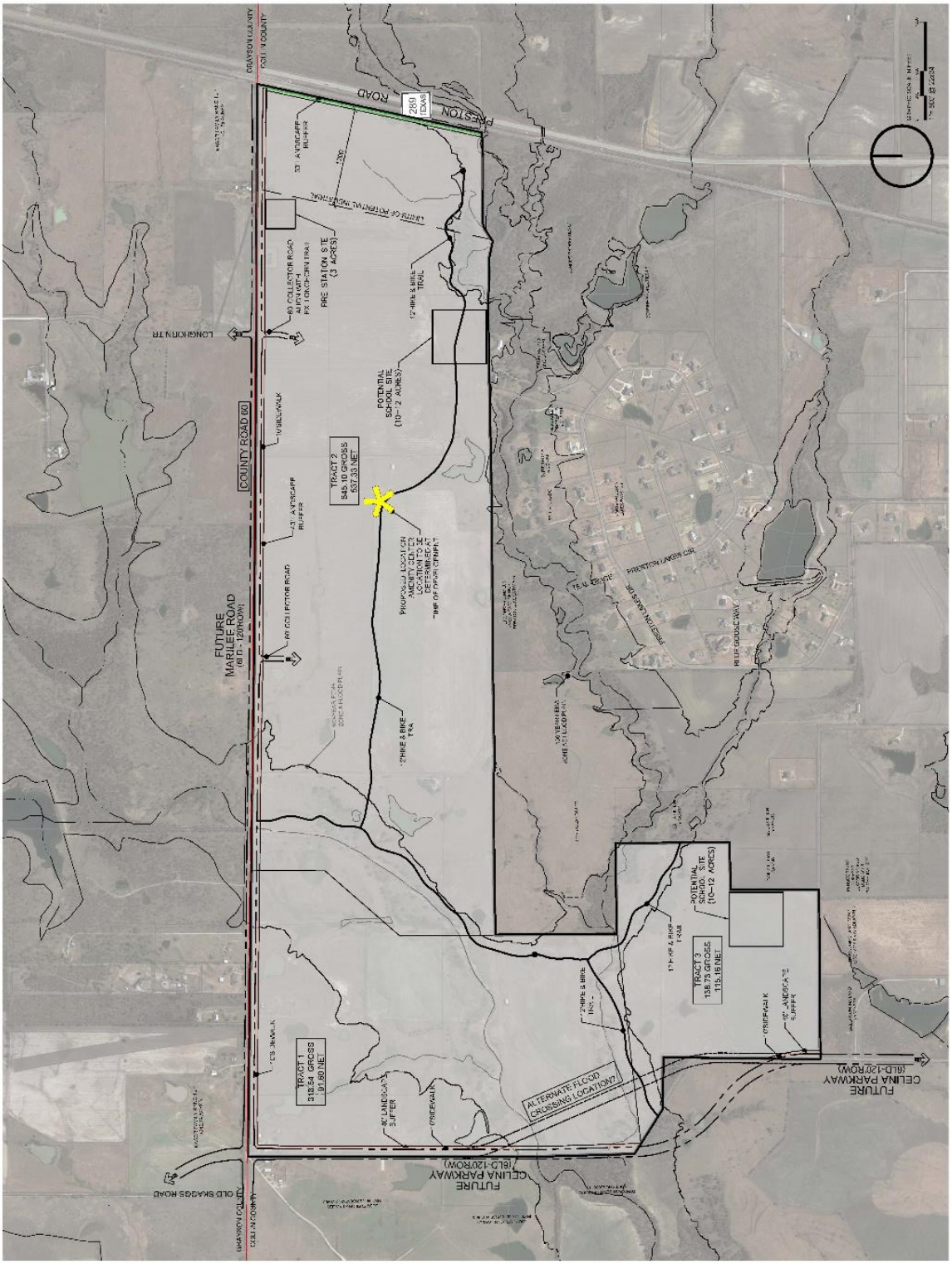
Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

Exhibit D
Trails and Open Space Improvements



Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

Exhibit E
Development Regulations

Purpose:
The purpose of the development regulations is to provide a framework for the future standards of the contemplated Planned Development district. A master planned community is envisioned, including supporting and complimentary land uses such as commercial, retail, office, multi-family, and potential industrial along the BNSF.

Base Zoning:
The development shall follow all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended, except as follows. The base zoning of the residential portion of the Planned Development shall be "SF-R", Single-Family Residential Detached District. The base zoning for the townhome portion of the Planned Development shall be "SF-A", Single-Family Residential Attached District. The base zoning for the non-residential portions of the Planned Development shall be "C", Commercial, Retail, & Office district. The base zoning for any multi-family portions of the Planned Development shall be per the respective multi-family zoning district. The base zoning for any industrial portion of the Planned Development shall be "I", Industrial district.

Architecture:
The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a regionally significant thoroughfare;thus, all structures shall abide by the City's architectural standards, and as may be amended.

Amenities & Open Space:
In addition to the base zoning regulations, the amenity package will include:

- Initial Amenity Center must be completed prior to the building permit being issued by the for the 501st residential lot.
- A minimum of 3 amenity centers shall be dispersed throughout the development. There shall be a minimum of 2 smaller-scale amenity centers (tracts 1 & 3), 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 1 large amenity center (tract 2), which shall contain the following elements: indoor air-conditioned space, restrooms, a swimming pool, and a playground.
- The proposed development is providing abundant open space preserved in the floodplains. In addition to this open space, a minimum 10% open space shall be provided within the individual neighborhoods, in conformance with the Neighborhood Vision Book, to include passive play, programmed gathering areas, and pocket parklets.
- The overall single family residential development shall have a minimum of three (3) of the following included within the overall residential development: sports court, passive

Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

recreation field, dog park, or other similar type uses as allowed by the Director of Development Service.

- Parkland dedication is satisfied via the 15-acre tract in the southeastern portion of the property, generally adjacent to Bonfire Park. No other land dedication for park purposes is required of the development other than these 15 acres. However, Park Improvement fees still apply.
- No sound wall nor other vertical screening device is required by the city along the BNSF right-of-way, although general landscaping requirements and buffers apply.
- The overall development shall be bisected with a 12' hike and bike trail that parallels the flood plain, along the railroad, and extends through the development as generally depicted in the Exhibit. The actual alignment will be determined at the time of the preliminary plat for each affected phase of the development.

Regulations for "C" – Commercial, Retail & Office:

Development under these zoning districts will adhere to the standards in the Zoning Ordinance, as may be amended, except as follows:

- C land uses are allowed with frontage along either Marilee Road and/or Celina Parkway.

Regulations for "I" – Industrial:

Development under these zoning districts will adhere to the standards in the Zoning Ordinance, as may be amended, except as follows:

- Industrial land uses are allowed within 1,200 linear feet (parallel to) the BNSF ROW.
- Industrial uses shall be bordered to the west with a 60' wide commercial collector street or a fifty-foot wide (50') landscape buffer (with associated trees).
- Single-family residential may be developed (in lieu of industrial) within this Industrial tract.

Regulations for MF-0/MF–2/MF-3:

Development under these zoning districts will adhere to the standards in the Zoning Ordinance, as may be amended, except as follows:

- Total multi-family units shall not exceed 750 units, whether MF-2, MF-3, or a combination thereof.
- Total MF-0 units shall not exceed 250 units. MF-0 units do not count against MF-2 or MF-3 unit counts.
- Age-restricted independent living is allowed to count toward the MF unit cap.

Regulations for MF-0 (Horizontal Multi-Family; aka Single Family for Rent):

- Maximum overall density of 15 units/per gross acre.
- Maximum of 4 units per detached building.
- The minimum unit size shall be a minimum 500 square feet.

Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

- Maximum building height is 36’ and two (2) stories.
- A 6’ masonry wall is required along all perimeters. No gates crossing the fire lanes are allowed.
- Wooden privacy residential fences are allowed within landscape setbacks, except landscape setbacks along the public rights-of-way. Required perimeter trees shall be installed in this area. Yard spaces may be divided by 6-ft. wooden fences.
- Parking shall be a minimum of 1.5 per unit.
- All units shall be 80% brick or stone, with the remainder allowed to be stucco or cementitious fiberboard, on all facades.
- AC condensers may be allowed within the building setbacks.
- Interior open space shall be minimum 10%, and shall include any open space lawn area between or around buildings.
- All MF-0 regulations shall apply, as may be amended by the Zoning Ordinance.

Regulations for SF-R & SF-A:

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, asmay be amended, except as follows:

- Total single-family lot count shall not exceed 3,800 residential lots.
- A minimum of 10% of the lots shall be 70’ in width or greater.
- A minimum of 10% of the lots shall be 55’, 60’, or wider in width.
- A maximum of 30% of the lots may be 40’ in width.
- Townhomes may be up to 10% of the overall unit mix and do not count against the 40’ inventory.
- A minimum of 3 distinct lot sizes for single family detached lots shall be provided within the development. Lot product separations may be 5’ in width if meeting the lot mix requirements provided by this PD.
- Alleys are required on all lots smaller than 50’ in width. Lots 50’ wide and above may be front entry.
- The shared border with North Preston Lakes (5 lots) shall be restricted to single family lots that are a minimum 70’ in width.
- All density and lot mix regulations are provided herein. No additional density or lot mix regulations shall apply.
- The following area regulations apply to single family development:

Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

	SF-A (TH)	PH-40	PH-50	SF-60 & Above
Minimum Front Yard	10’	10’	20’	20’
Minimum Side Yard	Interior-None 5’ adjacent to open space lots, amenity center lots, or TH 15’ adjacent to detached residential dwellings 10’ adjacent to street	5’ for center loaded 10' adjacent to street 0’/10’Zero option 7’/3’ Zero option	5' for center loaded 15' adjacent to street 0’/10’Zero option 7’/3’ Zero option	5' 15' adjacent to street
Minimum Rear Yard	7’ 3’ or 20’ to garage	12' 3’ or 20’ to garage	12' 20’ to garage	20'
Minimum Lot Area	1,760 SF	3,500 SF	5,000 SF	6,900 SF
Minimum Lot Width	22'	35’	50'	60'
Minimum Lot Depth	80’	100’	100’	115'
Max. Height	3 stories; 55’	2.5 stories; 40’	2.5 stories; 40’	2.5 stories; 40’
Max. Lot Coverage	85%	65%	65%	55%

Attachment: Draft Ordinance (Rasor Ranch PD - Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: 21-02 Annexation Third Public Hearing and Ordinance Adoption

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Action Requested:
The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Celina, Texas; and providing for other matters related thereto for the following properties: (21-02 Annexation Third Public Hearing and Ordinance Adoption) (White)

1. Denton CAD property 52652, being an approximately 14.09 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265A in the A. Thompson Survey, Tract 3; generally located approximately 1,770 feet south of Carey Road and 1,685 feet west of future Legacy Drive (Merritt/Thornton Farm P/S),
2. A portion of Denton CAD Property ID 52706, being an approximate 30.25 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 1; generally located approximately 2,200 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
3. A portion of Denton CAD Property ID 52711, being an approximate 1.52 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 2; generally located approximately 800 feet east of Old Dairy Farm Road and 2,000 feet east of Smiley Road (Merritt/Thornton Farms P/S),
4. A portion of Denton CAD Property ID 52723, being an approximate 11.18 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 6; generally located approximately 1,800 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
5. Denton CAD property 52731, being an approximately 41.16 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889 in the J. McKim Survey, Tract 2; generally located approximately 1,960 feet north of future Frontier Parkway and 3,140 feet east of Smiley Road (Merritt/Thornton Farm P/S),

6. Denton CAD property 983680, being an approximately 261 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2A; generally located north of future Frontier Parkway and approximately 880 feet west of Legacy Drive (Tellus Texas I, LLC),
7. Denton CAD property 983682, being an approximately 22 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265A in the A. Thompson Survey, Tract 3A; generally located approximately 3,445 feet north of future Frontier Parkway and 1,750 feet west of Legacy Drive (Tellus Texas I, LLC),
8. Denton CAD property 983685, being an approximately 55.48 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 1C; generally located approximately 2,710 feet north of future Frontier Parkway and 2,700 feet west of Legacy Drive (Tellus Texas I, LLC),
9. Denton CAD property 983689, being an approximately 30.31 acre tract of land in Denton County, Texas, legally described as Abstract No. 0253A in the C. Copenhaver Survey, Tract 3A; generally located approximately 400 feet north of future Frontier Parkway and 1,125 feet east of Smiley Road (Tellus Texas I, LLC),
10. Denton CAD property 983690, being an approximately 19.85 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791A in the J. Morton Survey, Tract 6A; generally located approximately 2,640 feet north of future Frontier Parkway and 2,685 feet west of Legacy Drive (Tellus Texas I, LLC),
11. Denton CAD property 983691, being an approximately 48.88 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2B; generally located approximately 700 feet south of future Frontier Parkway and 720 feet west of Legacy Drive (Tellus Texas I, LLC),
12. Denton CAD property 991067, being an approximately 30.39 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2C; generally located at the northwest corner of Legacy Drive and Parvin Road (Merritt Crossing Development, LLC),
13. Collin CAD Property ID 995070, being an approximate 42.32 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 1; generally located approximately 3,600 feet east of County Road 10 and approximately 4,700 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
14. Collin CAD Property ID 995739, being an approximate 93.45 acre tract of land in Collin County, Texas, legally described as Abstract No.0569 in the F. L. Meriwether Survey, Tract 1; generally located approximately 3,000 feet east of FM 455 and at the terminus of County Road 946 (Ganji Shaun),
15. Collin CAD Property ID 2725109, being an approximate 75.16 acre tract of land in Collin County, Texas, legally described as Abstract No. 0876 in the S. A. & M. G. RY. Co. Survey, Tract 1; generally located approximately 700 feet west of County Road 58 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
16. Collin CAD Property ID 2725111, being an approximate 84.1 acre tract of land in Collin County, Texas, legally described as Abstract No. 0024 in the W. P. Allen Survey, Tract 1; generally located generally located approximately 2,000 feet east of County Road 10 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
17. Collin CAD Property ID 2753685, being an approximate 22.61 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 14; generally located east of County Road 128 and approximately 1,000 feet north of County Road 130 (10226 Celina LC),
18. Collin CAD Property ID 2762213, being an approximate 39.2 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 16; generally located south of County Road 128 and approximately 3,000 feet west of County Road 133 (10226

Celina LC),

19. Collin CAD Property ID 2125473, being an approximate 54.57 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 26; generally located west of County Road 59 and approximately 1,800 feet north of County Road 58 (Palmer Mark & Debbie), and
20. Collin CAD Property ID 2071429, being an approximate 20.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 23; generally located east of County Road 58 and approximately 2,250 feet south of County Road 59 (Safi Shah & Lailuma & Homayun Safi).

Background:
Please refer to the attachments for additional information.

Below is the anticipated annexation schedule for the properties:

~~September 14, 2021 - Annexation Resolution~~
~~October 12, 2021 - 1st Public Hearing~~
~~April 12, 2022 - Petition Verification~~
~~May 10, 2022 - 2nd Public Hearing~~
June 14, 2022 - 3rd Public Hearing and Annexation Ordinance adoption

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 6/8/2022

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition
- Parcels

N
W E
S

0 4,050 8,100 Feet

LEGAL DESCRIPTION OF AREA

1. Denton CAD property 52652 (Merritt/Thornton Farm P/S),
2. A portion of Denton CAD Property ID 52706 (Merritt/Thornton Farms P/S),
3. A portion of Denton CAD Property ID 52711 (Merritt/Thornton Farms P/S),
4. A portion of Denton CAD Property ID 52723 (Merritt/Thornton Farms P/S),
5. Denton CAD property 52731 (Merritt/Thornton Farm P/S),
6. Denton CAD property 983680 (Tellus Texas I, LLC),
7. Denton CAD property 983682 (Tellus Texas I, LLC),
8. Denton CAD property 983685 (Tellus Texas I, LLC),
9. Denton CAD property 983689 (Tellus Texas I, LLC),
10. Denton CAD property 983690 (Tellus Texas I, LLC),
11. Denton CAD property 983691 (Tellus Texas I, LLC),
12. Denton CAD property 991067 (Merritt Crossing Development, LLC),

Attachment: Staff Presentation (21-02 Annexation Third Public Hearing and Ordinance

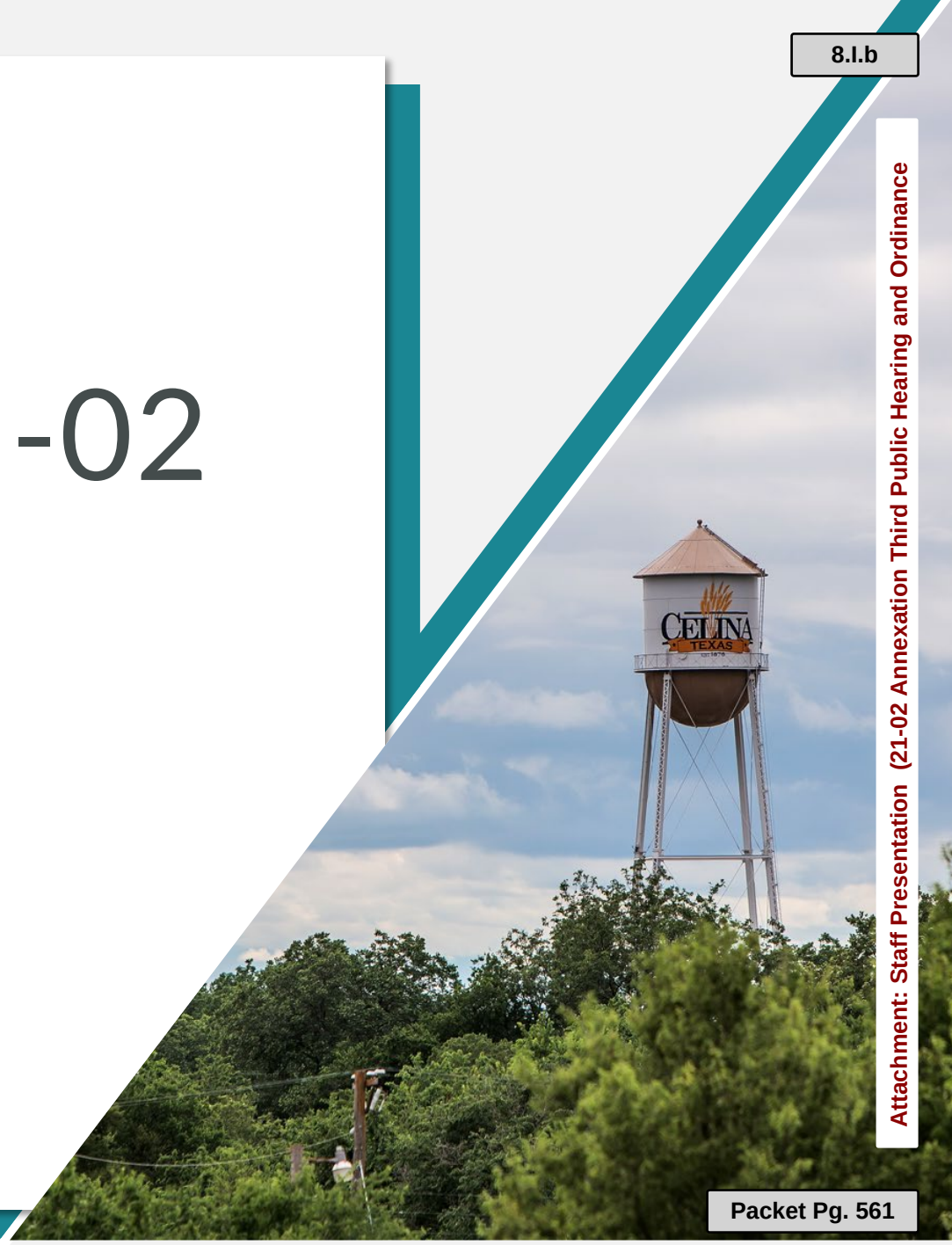
LEGAL DESCRIPTION OF AREA

13. Collin CAD Property ID 995070 (Lawler Jody Furlong),
14. Collin CAD Property ID 995739 (Ganji Shaun),
15. Collin CAD Property ID 2725109 (Lawler Jody Furlong),
16. Collin CAD Property ID 2725111 (Lawler Jody Furlong),
17. Collin CAD Property ID 2753685 (10226 Celina LC),
18. Collin CAD Property ID 2762213 (10226 Celina LC),
19. Collin CAD Property ID 2125473 (Palmer Mark & Debbie), and
20. Collin CAD Property ID 2071429 (Safi Shah & Lailuma & Homayun Safi).

Attachment: Staff Presentation (21-02 Annexation Third Public Hearing and Ordinance

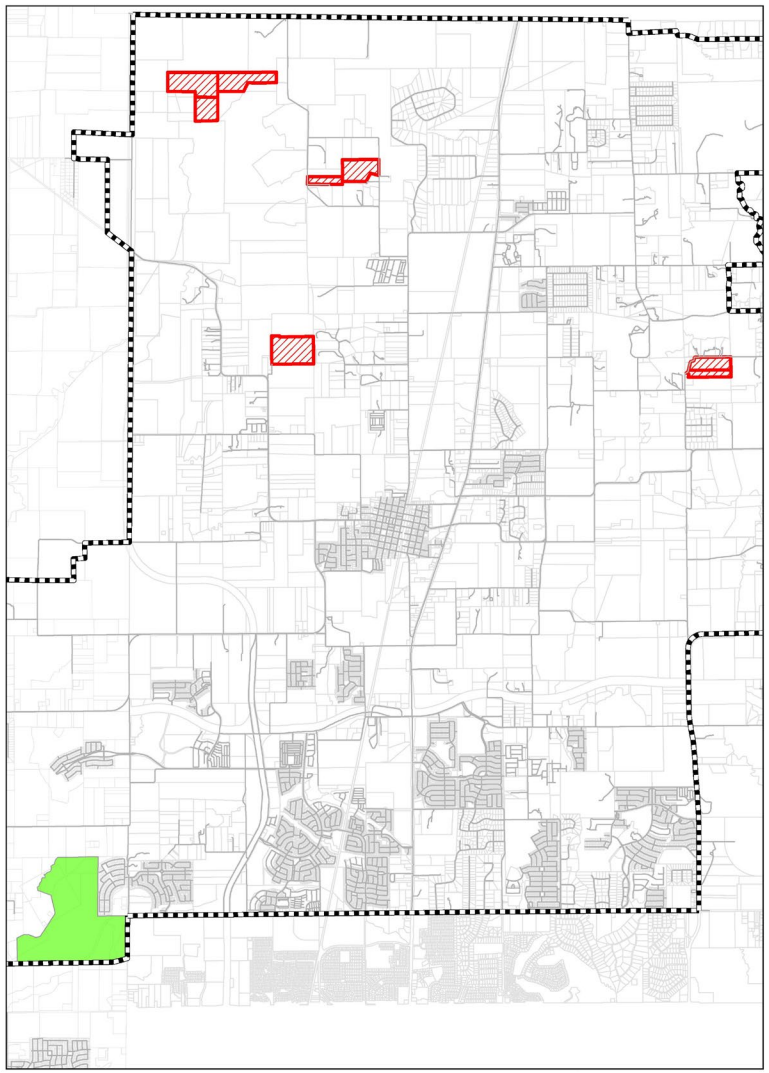
ANNEXATION 21-02

City Council
June 14, 2022



Attachment: Staff Presentation (21-02 Annexation Third Public Hearing and Ordinance

ANNEXATION MAP



Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

Attachment: Staff Presentation (21-02 Annexation Third Public Hearing and Ordinance

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 700 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 (21-02 Annexation Third Public Hearing and Ordinance

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 (21-02 Annexation Third Public Hearing and Ordinance

ANNEXATION TIMELINE

- ~~2017 thru present – Deferral negotiations~~
- ~~September 14, 2021 – Annexation Resolution~~
- ~~October 12, 2021 – 1st Public Hearing~~
- ~~April 12, 2022 – Petition Verification~~
- ~~May 10, 2022 – 2nd Public Hearing~~
- June 14, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (21-02 Annexation Third Public Hearing and Ordinance

RECOMMENDATION

Staff recommends approval.

Attachment: Staff Presentation (21-02 Annexation Third Public Hearing and Ordinance

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT BEING ±999 ACRES GENERALLY LOCATED NORTH OF FUTURE FRONTIER PARKWAY, EAST OF FM 1385, SOUTH OF MARILEE ROAD, AND WEST OF FUTURE PETERMAN PARKWAY, AND THAT PORTION OF ALL COUNTY ROAD RIGHTS-OF-WAY ADJACENT TO SAID TERRITORY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY/AREA, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, legal descriptions of the area to be annexed is attached hereto as Exhibit "A" and the area is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word; and

WHEREAS, the City Council adopted Resolution No. 2021-86R expressing its intent to annex the area and containing all elements required by Section 43.0682 of the Act (the "Resolution"); and

WHEREAS, following notice of this annexation and public hearing, a public hearing was held on October 12, 2021, which date was not earlier than 21 days or later than the 30th day after the date of adoption of the Resolution, after which the City circulated a petition in conformance with the requirements of Section 43.0685 of the Act (the "Petition"); and

WHEREAS, following the end of the Petition period prescribed by Section 43.0685 of the Act, the City Secretary verified that the Petition contained the minimum number of signatures required to annex the area, the City Council accepted the verification of the Petition by Resolution No. 2022-23R, and all residents and owners of property in the area were notified

Attachment: Draft Ordinance (21-02 Annexation Third Public Hearing and Ordinance Adoption)

of the results of the Petition; and

WHEREAS, following publication, mailing and distribution of notice(s) as required by the Act, two more separate public hearings were conducted in accordance with Section 43.0686(c) of the Act, the first hearing being held on May 10, 2022 and a second hearing also being held at least ten days after the first public hearing on June 14, 2022 to consider the annexation of the area being more particularly described in Exhibit "A" and depicted in Exhibit "B"; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the act, a Service Plan for the area to be annexed was prepared, presented at the public hearings and made available to the public and is attached hereto as Exhibit "C" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the area to be annexed is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such area is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that all requirements for lawful annexation have been met; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found—and incorporates herein its finding—that surrounding the area is in the public interest.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
ANNEXATION AND OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the following properties:

    1) Denton CAD property 52652, being an approximately 14.09 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265A in the A. Thompson Survey, Tract 3,; generally located approximately 1,770 feet south of Carey Road and 1,685 feet west of future Legacy Drive (Merritt/Thornton Farm P/S),
    2) A portion of Denton CAD Property ID 52706, being an approximate 30.25 acre tract of land

Attachment: Draft Ordinance (21-02 Annexation Third Public Hearing and Ordinance Adoption)

in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 1; generally located approximately 2,200 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),

3) A portion of Denton CAD Property ID 52711, being an approximate 1.52 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 2; generally located approximately 800 feet east of Old Dairy Farm Road and 2,000 feet east of Smiley Road (Merritt/Thornton Farms P/S),
4) A portion of Denton CAD Property ID 52723, being an approximate 11.18 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 6; generally located approximately 1,800 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
5) Denton CAD property 52731, being an approximately 41.16 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889 in the J. McKim Survey, Tract 2; generally located approximately 1,960 feet north of future Frontier Parkway and 3,140 feet east of Smiley Road (Merritt/Thornton Farm P/S),
6) Denton CAD property 983680, being an approximately 261 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2A; generally located north of future Frontier Parkway and approximately 880 feet west of Legacy Drive (Tellus Texas I, LLC),
7) Denton CAD property 983682, being an approximately 22 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265A in the A. Thompson Survey, Tract 3A; generally located approximately 3,445 feet north of future Frontier Parkway and 1,750 feet west of Legacy Drive (Tellus Texas I, LLC),
8) Denton CAD property 983685, being an approximately 55.48 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 1C; generally located approximately 2,710 feet north of future Frontier Parkway and 2,700 feet west of Legacy Drive (Tellus Texas I, LLC),
9) Denton CAD property 983689, being an approximately 30.31 acre tract of land in Denton County, Texas, legally described as Abstract No. 0253A in the C. Copenhaver Survey, Tract 3A; generally located approximately 400 feet north of future Frontier Parkway and 1,125 feet east of Smiley Road (Tellus Texas I, LLC),
10) Denton CAD property 983690, being an approximately 19.85 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791A in the J. Morton Survey, Tract 6A; generally located approximately 2,640 feet north of future Frontier Parkway and 2,685 feet west of Legacy Drive (Tellus Texas I, LLC),
11) Denton CAD property 983691, being an approximately 48.88 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2B; generally located approximately 700 feet south of future Frontier Parkway and 720 feet west of Legacy Drive (Tellus Texas I, LLC),
12) Denton CAD property 991067, being an approximately 30.39 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2C; generally located at the northwest corner of Legacy Drive and Parvin Road (Merritt Crossing Development, LLC),
13) Collin CAD Property ID 995070, being an approximate 42.32 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 1; generally located approximately 3,600 feet east of County Road 10 and approximately 4,700 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
14) Collin CAD Property ID 995739, being an approximate 93.45 acre tract of land in Collin County, Texas, legally described as Abstract No.0569 in the F. L. Meriwether Survey, Tract 1; generally located approximately 3,000 feet east of FM 455 and at the terminus of County

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Road 946 (Ganji Shaun),

15) Collin CAD Property ID 2725109, being an approximate 75.16 acre tract of land in Collin County, Texas, legally described as Abstract No. 0876 in the S. A. & M. G. RY. Co. Survey, Tract 1; generally located approximately 700 feet west of County Road 58 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
16) Collin CAD Property ID 2725111, being an approximate 84.1 acre tract of land in Collin County, Texas, legally described as Abstract No. 0024 in the W. P. Allen Survey, Tract 1; generally located generally located approximately 2,000 feet east of County Road 10 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
17) Collin CAD Property ID 2753685, being an approximate 22.61 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 14; generally located east of County Road 128 and approximately 1,000 feet north of County Road 130 (10226 Celina LC),
18) Collin CAD Property ID 2762213, being an approximate 39.2 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 16; generally located south of County Road 128 and approximately 3,000 feet west of County Road 133 (10226 Celina LC),
19) Collin CAD Property ID 2125473, being an approximate 54.57 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 26; generally located west of County Road 59 and approximately 1,800 feet north of County Road 58 (Palmer Mark & Debbie), and
20) Collin CAD Property ID 2071429, being an approximate 20.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 23; generally located east of County Road 58 and approximately 2,250 feet south of County Road 59 (Safi Shah & Lailuma & Homayun Safi).

being more particularly described in Exhibit "A", and depicted in Exhibit "B" which is incorporated herein as if written word for word, and that such area shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the area hereby annexed as required by law.

SECTION 3
SERVICE PLAN

The Service Plan for the herein annexed area, attached hereto as Exhibit "C", was prepared, presented and submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance, and is incorporated herein as if written word for word.

SECTION 4
FILING OF ORDINANCE REQUIRED

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk, and any other necessary agencies and service providers.

SECTION 5
EFFECT ON TERRITORY/AREA

From and after the passage of this Ordinance, the properties referenced in Exhibit "A"

Attachment: Draft Ordinance (21-02 Annexation Third Public Hearing and Ordinance Adoption)

and the adjacent right-of-way, attached hereto and incorporated herein as if written word for word, shall be a part of the City of Celina, Texas, and subject to the municipal Service Plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation. The City Council hereby declares that if for any reason a portion of the area annexed hereunder is ever disannexed, the City Council would have annexed all of the remaining area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

Attachment: Draft Ordinance (21-02 Annexation Third Public Hearing and Ordinance Adoption)

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney/Attorney for City
City of Celina, Texas

Attachment: Draft Ordinance (21-02 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "A"
LEGAL DESCRIPTION OF AREA

The City intends to annex the area, approximately 999 acres, generally located in the description below:

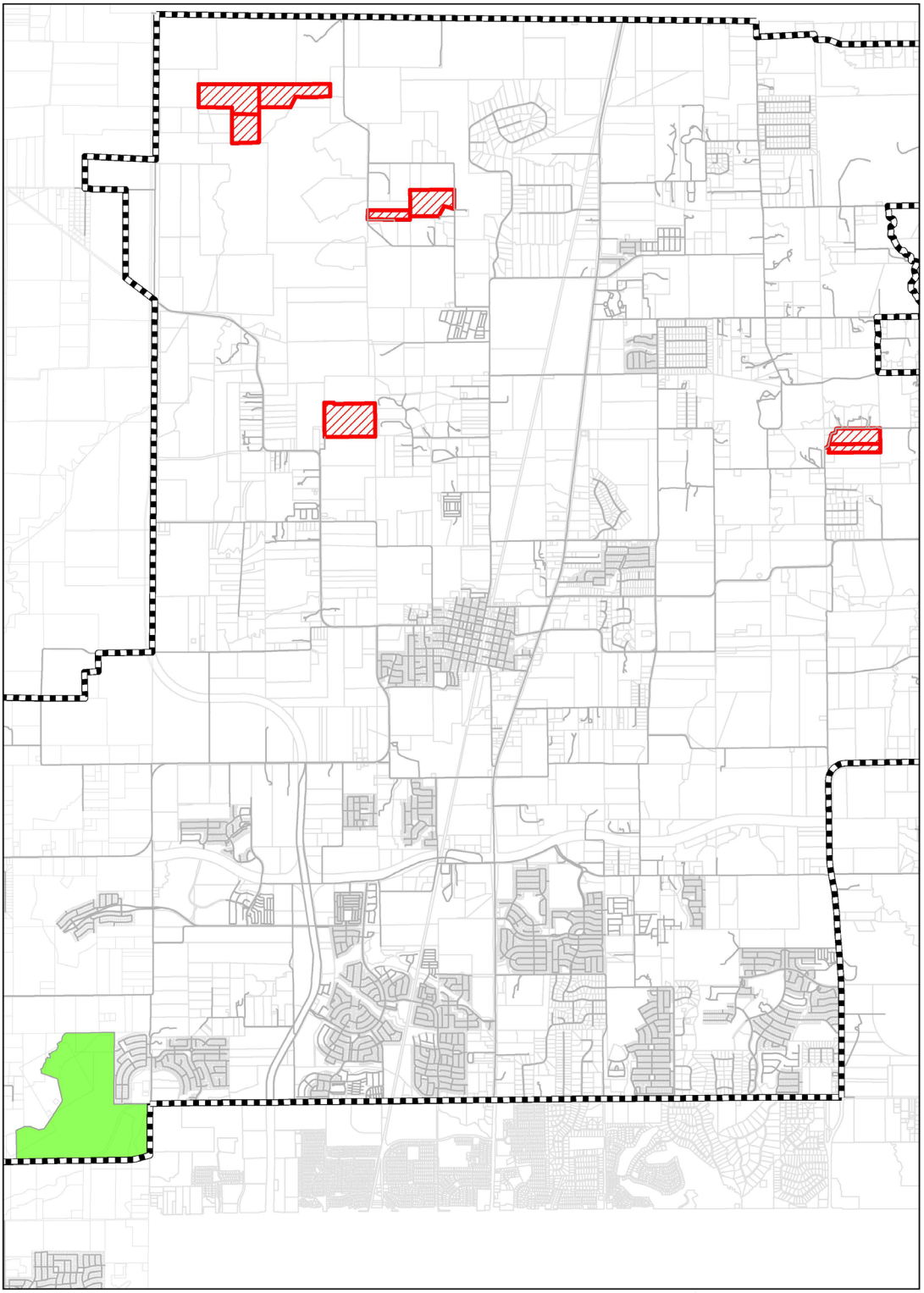
1) Denton CAD property 52652, being an approximately 14.09 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265A in the A. Thompson Survey, Tract 3,; generally located approximately 1,770 feet south of Carey Road and 1,685 feet west of future Legacy Drive (Merritt/Thornton Farm P/S),
2) A portion of Denton CAD Property ID 52706, being an approximate 30.25 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 1; generally located approximately 2,200 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
3) A portion of Denton CAD Property ID 52711, being an approximate 1.52 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 2; generally located approximately 800 feet east of Old Dairy Farm Road and 2,000 feet east of Smiley Road (Merritt/Thornton Farms P/S),
4) A portion of Denton CAD Property ID 52723, being an approximate 11.18 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 6; generally located approximately 1,800 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
5) Denton CAD property 52731, being an approximately 41.16 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889 in the J. McKim Survey, Tract 2; generally located approximately 1,960 feet north of future Frontier Parkway and 3,140 feet east of Smiley Road (Merritt/Thornton Farm P/S),
6) Denton CAD property 983680, being an approximately 261 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2A; generally located north of future Frontier Parkway and approximately 880 feet west of Legacy Drive (Tellus Texas I, LLC),
7) Denton CAD property 983682, being an approximately 22 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265A in the A. Thompson Survey, Tract 3A; generally located approximately 3,445 feet north of future Frontier Parkway and 1,750 feet west of Legacy Drive (Tellus Texas I, LLC),
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12) Denton CAD property 991067, being an approximately 30.39 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2C; generally located at the northwest corner of Legacy Drive and Parvin Road (Merritt Crossing Development, LLC),
13) Collin CAD Property ID 995070, being an approximate 42.32 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 1; generally located approximately 3,600 feet east of County Road 10 and approximately 4,700 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
14) Collin CAD Property ID 995739, being an approximate 93.45 acre tract of land in Collin County, Texas, legally described as Abstract No.0569 in the F. L. Meriwether Survey, Tract 1; generally located approximately 3,000 feet east of FM 455 and at the terminus of County Road 946 (Ganji Shaun),
15) Collin CAD Property ID 2725109, being an approximate 75.16 acre tract of land in Collin County, Texas, legally described as Abstract No. 0876 in the S. A. & M. G. RY. Co. Survey, Tract 1; generally located approximately 700 feet west of County Road 58 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
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20) Collin CAD Property ID 2071429, being an approximate 20.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 23; generally located east of County Road 58 and approximately 2,250 feet south of County Road 59 (Safi Shah & Lailuma & Homayun Safi).

Attachment: Draft Ordinance (21-02 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "B"



Attachment: Draft Ordinance (21-02 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "C"
Service Plan

A) SERVICE PLAN GENERALLY

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

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

Attachment: Draft Ordinance (21-02 Annexation Third Public Hearing and Ordinance Adoption)

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

Attachment: Draft Ordinance (21-02 Annexation Third Public Hearing and Ordinance Adoption)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

Attachment: Draft Ordinance (21-02 Annexation Third Public Hearing and Ordinance Adoption)

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

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

Attachment: Draft Ordinance (21-02 Annexation Third Public Hearing and Ordinance Adoption)

M) TERM

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

N) AMENDMENTS

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

Attachment: Draft Ordinance (21-02 Annexation Third Public Hearing and Ordinance Adoption)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Mosaic PD - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 566 acres to a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), Commercial, Retail, & Office (C), and Multi-Family (MF-0, MF-2, & MF-3) base zoning, generally located at the northwest corner of Legacy Drive and Parvin Road. (Mosaic PD - Zoning) (Mohan)

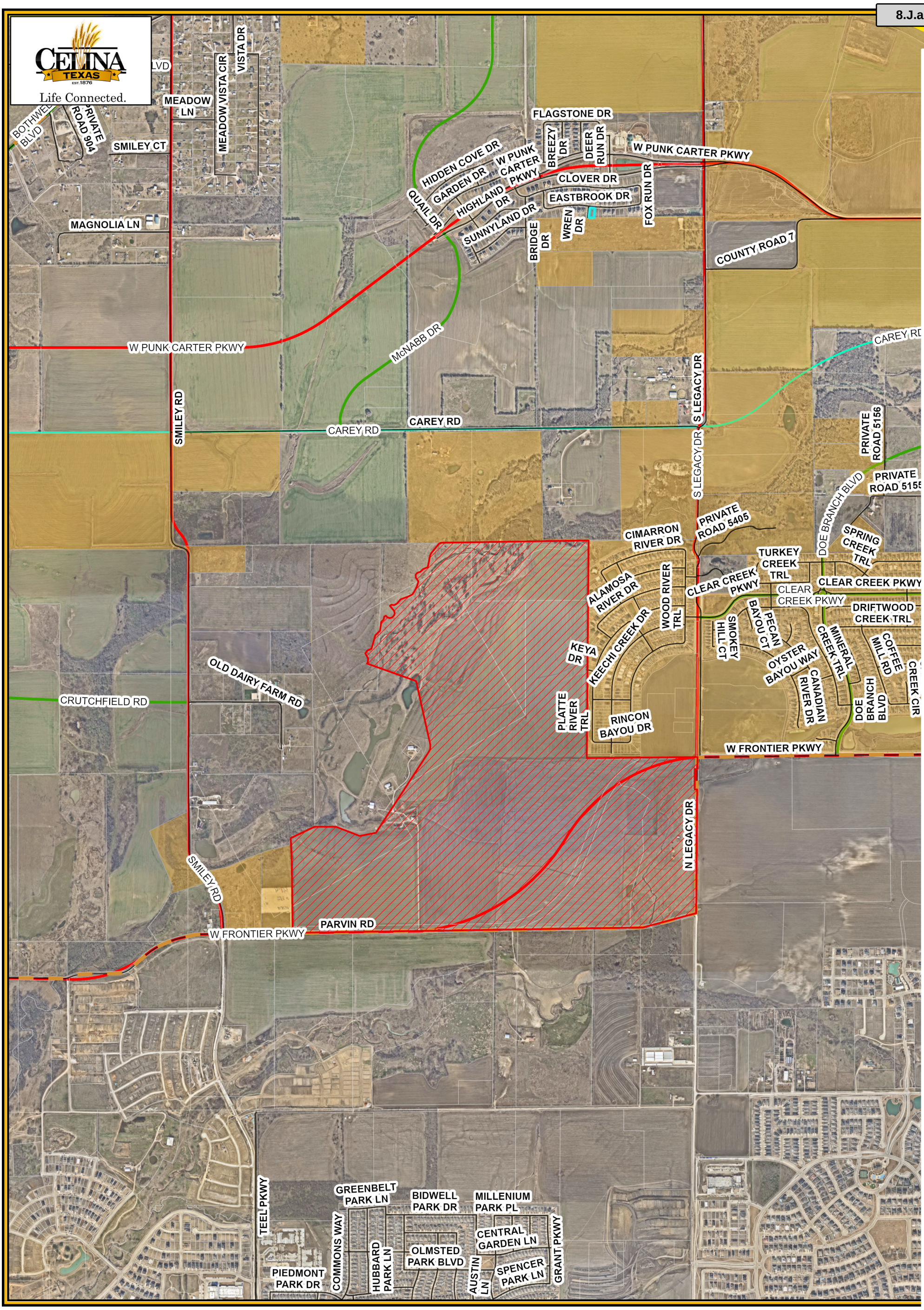
Applicant:
Tellus Group LLC
2242 Good Hope Road
Prosper, TX 75078

Background Information:
This item is for the zoning of approximately 566 acres to a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), Commercial, Retail, & Office (C), and Multi-Family (MF-0, MF-2, & MF-3) base zoning. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Mosaic
Location Map
City of Celina

4/27/2022

N W E S

0 1,250 2,500 Feet

Attachment: Location Map (Mosaic PD - Zoning)

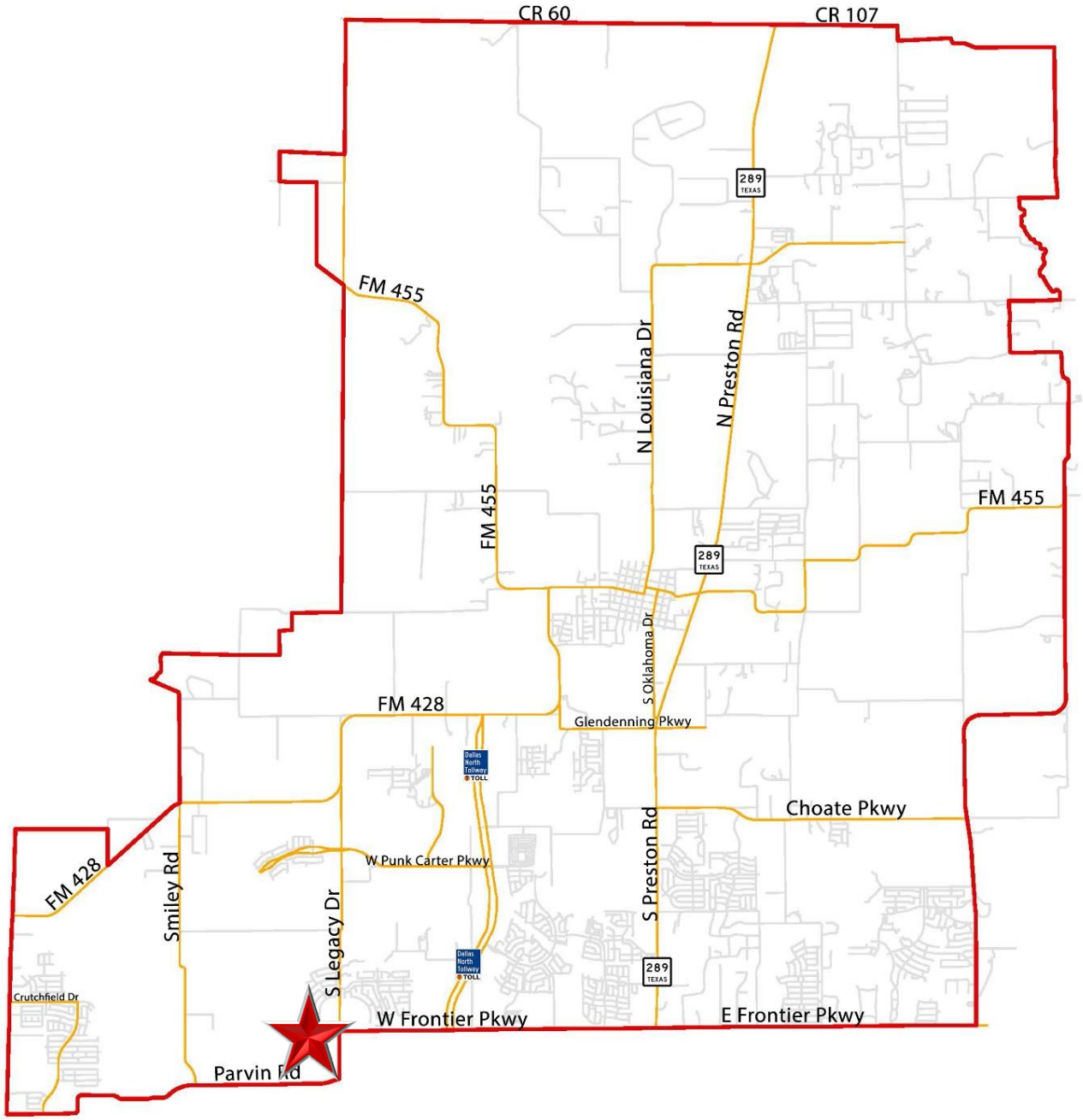
MOSAIC

Planned Development

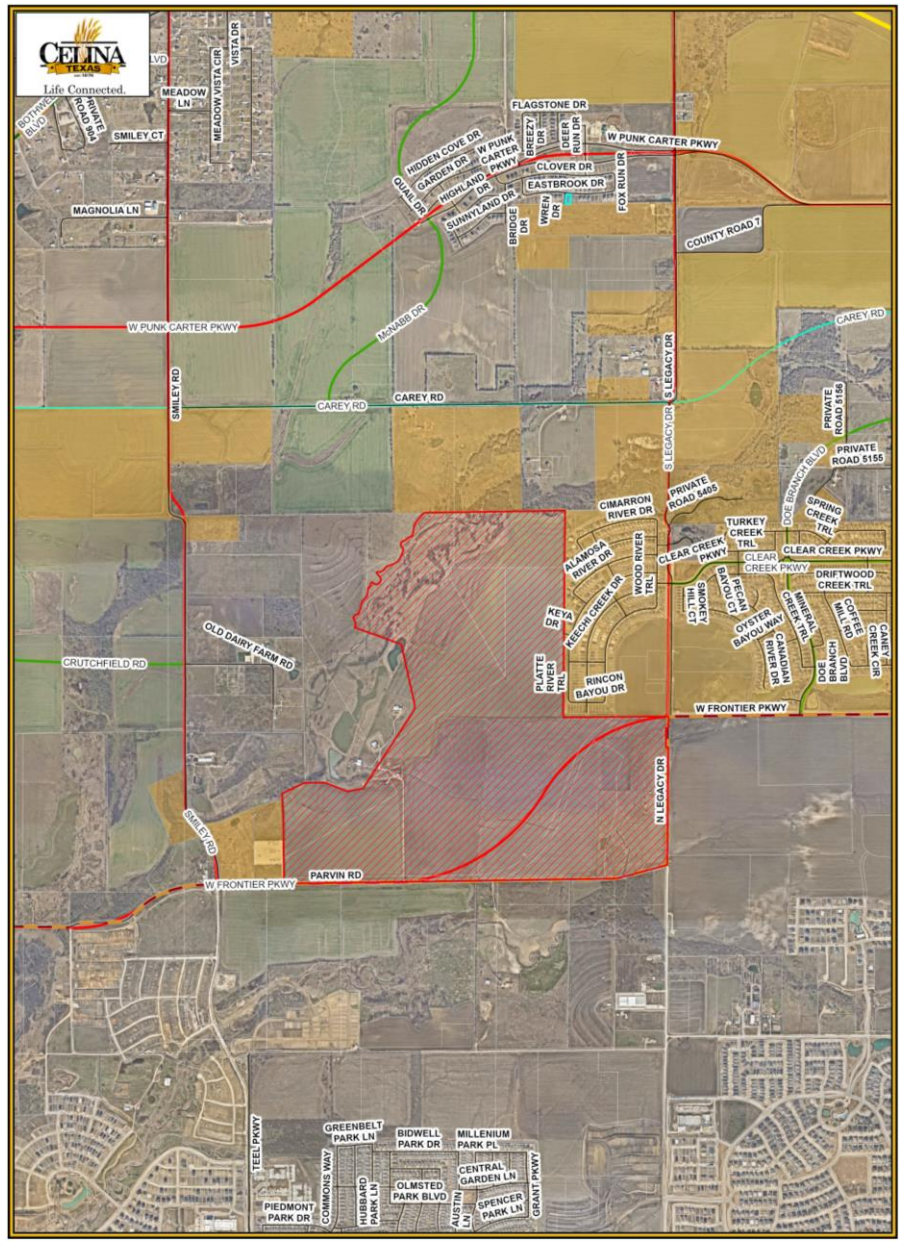
City Council
June 14, 2022



Attachment: Staff Presentation (Mosaic PD - Zoning)



Attachment: Staff Presentation (Mosaic PD - Zoning)



LOCATION MAP

The subject property is generally located at the northwest corner of Legacy Drive and Parvin Road

Attachment: Staff Presentation (Mosaic PD - Zoning)

BACKGROUND

- The subject property is approximately 566 acres, located within the Extraterritorial Jurisdiction
- The applicant is proposing a master planned community with a mixture of single-family, multi-family, and commercial land uses
- A Development Agreement which outlined the future annexation and zoning was approved in June 2021

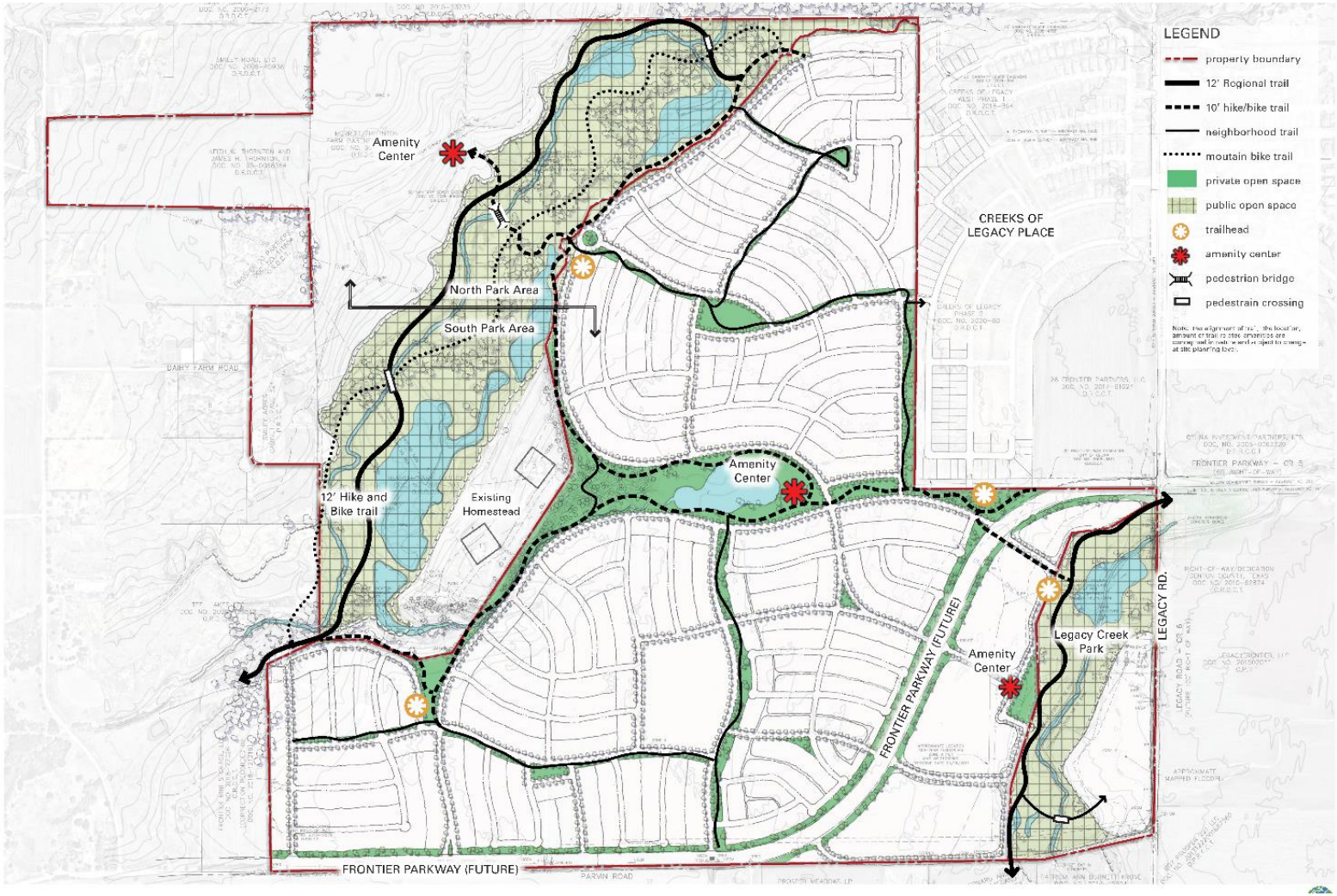
Attachment: Staff Presentation (Mosaic PD - Zoning)

CONCEPT PLAN



Attachment: Staff Presentation (Mosaic PD - Zoning)

OPEN SPACE PLAN



Attachment: Staff Presentation (Mosaic PD - Zoning)

OVERVIEW

- The development is approximately 566 acres, which will be annexed and zoned
- The applicant is proposing a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), Commercial, Retail and Office (C), and Multi-Family (MF-0, MF-2, & MF-3) base zoning
- A 10-12 acre parcel is being reserved for a future elementary school
- Open space is meaningfully incorporated per the Neighborhood Vision Book
- Standard enhanced landscape buffers, trails, screening, architecture, and wide sidewalks
- Standard amenity package with timing triggers

Attachment: Staff Presentation (Mosaic PD - Zoning)

POLICY CONSIDERATIONS

- The proposed development is appropriate for the location
- A mixture of lot sizes is shown, as required by the Zoning Ordinance and Strategic Plan
- The development would abide by all City standards
- The proposed zoning is in conformance with the governing DA
- The Master Thoroughfare accommodates future development

Attachment: Staff Presentation (Mosaic PD - Zoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its May 17th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Mosaic PD - Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
MOSAIC
PLANNED DEVELOPMENT #135

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 566 ACRES LOCATED IN THE A. THOMPSON SURVEY, ABSTRACT NO. 1265, AND THE A. PHILLIPS SURVEY, ABSTRACT NO. 1028, J. MORTON SURVEY, ABSTRACT NO. 791, J. MCKIM SURVEY, ABSTRACT NO. 889, AND THE C. COPENHAVER SURVEY, ABSTRACT NO. 253, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF LEGACY DRIVE AND PARVIN ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 135; 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 June 2021 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan, Trails and 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, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan

Attachment: Draft Ordinance (Mosaic PD - Zoning)

of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 135 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	Trails and Open Space Plan
Exhibit E:	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. 135, and incorporates the Concept Plan, Trails and Open Space Plan, and Development Regulations, set forth in 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.

Attachment: Draft Ordinance (Mosaic PD - Zoning)

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

Attachment: Draft Ordinance (Mosaic PD - Zoning)

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Mosaic PD - Zoning)

Exhibit A
Legal Description

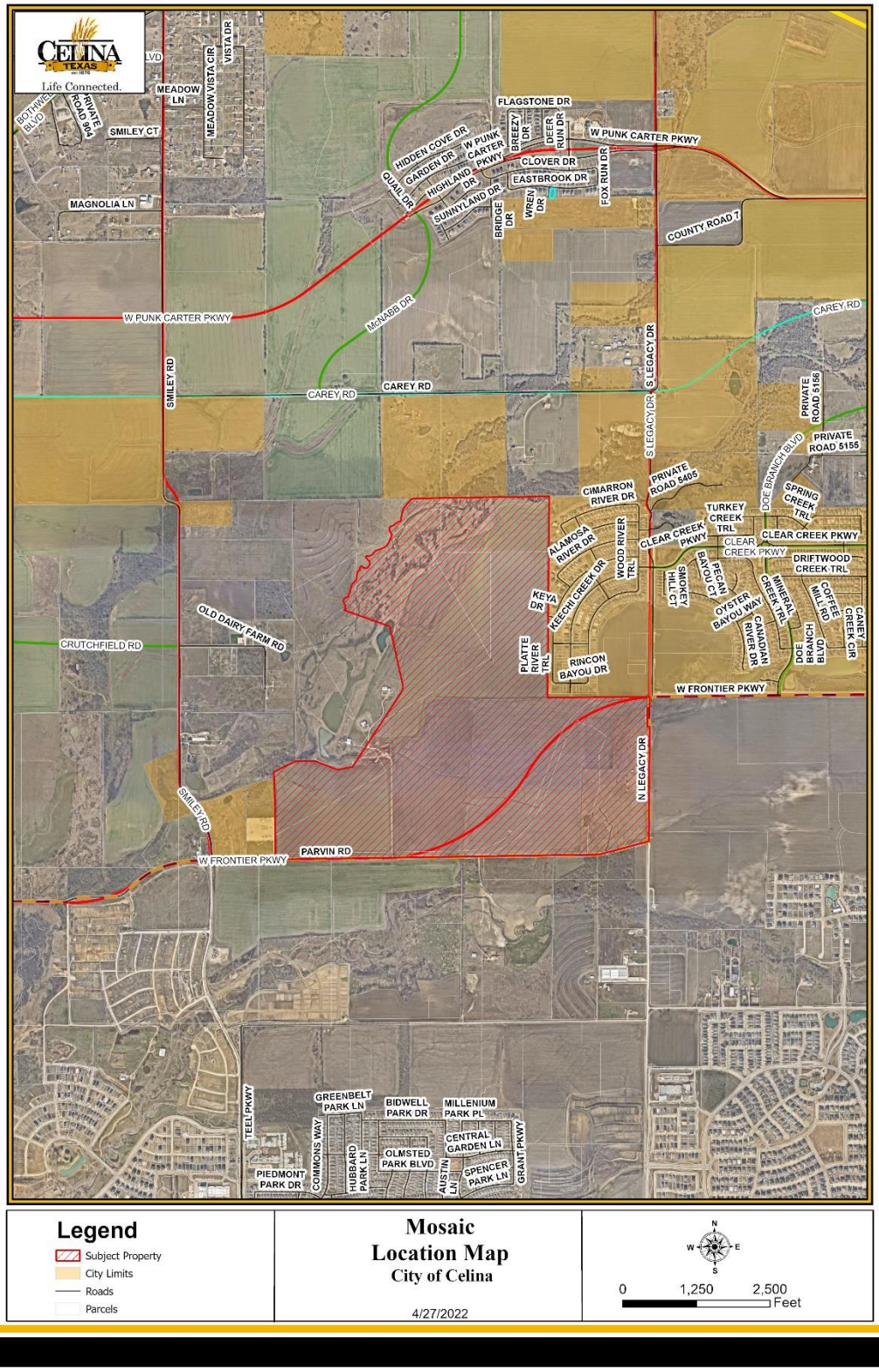
1) Denton CAD property 52652, being an approximately 14.09 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265A in the A. Thompson Survey, Tract 3,; generally located approximately 1,770 feet south of Carey Road and 1,685 feet west of future Legacy Drive (Merritt/Thornton Farm P/S),
2) A portion of Denton CAD Property ID 52706, being an approximate 30.25 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 1; generally located approximately 2,200 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
3) A portion of Denton CAD Property ID 52711, being an approximate 1.52 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 2; generally located approximately 800 feet east of Old Dairy Farm Road and 2,000 feet east of Smiley Road (Merritt/Thornton Farms P/S),
4) A portion of Denton CAD Property ID 52723, being an approximate 11.18 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 6; generally located approximately 1,800 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
5) Denton CAD property 52731, being an approximately 41.16 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889 in the J. McKim Survey, Tract 2; generally located approximately 1,960 feet north of future Frontier Parkway and 3,140 feet east of Smiley Road (Merritt/Thornton Farm P/S),
6) Denton CAD property 983680, being an approximately 261 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2A; generally located north of future Frontier Parkway and approximately 880 feet west of Legacy Drive (Tellus Texas I, LLC),
7) Denton CAD property 983682, being an approximately 22 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265A in the A. Thompson Survey, Tract 3A; generally located approximately 3,445 feet north of future Frontier Parkway and 1,750 feet west of Legacy Drive (Tellus Texas I, LLC),
8) Denton CAD property 983685, being an approximately 55.48 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 1C; generally located approximately 2,710 feet north of future Frontier Parkway and 2,700 feet west of Legacy Drive (Tellus Texas I, LLC),
9) Denton CAD property 983689, being an approximately 30.31 acre tract of land in Denton County, Texas, legally described as Abstract No. 0253A in the C. Copenhaver Survey, Tract 3A; generally located approximately 400 feet north of future Frontier Parkway and 1,125 feet east of Smiley Road (Tellus Texas I, LLC),
10) Denton CAD property 983690, being an approximately 19.85 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791A in the J. Morton Survey, Tract 6A; generally located approximately 2,640 feet north of future Frontier Parkway and 2,685 feet west of Legacy Drive (Tellus Texas I, LLC),
11) Denton CAD property 983691, being an approximately 48.88 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2B; generally located approximately 700 feet south of future Frontier Parkway and 720 feet west of Legacy Drive (Tellus Texas I, LLC),
12) Denton CAD property 991067, being an approximately 30.39 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2C; generally located

Attachment: Draft Ordinance (Mosaic PD - Zoning)

at the northwest corner of Legacy Drive and Parvin Road (Merritt Crossing Development, LLC),

Attachment: Draft Ordinance (Mosaic PD - Zoning)

Exhibit B
Depiction of Property



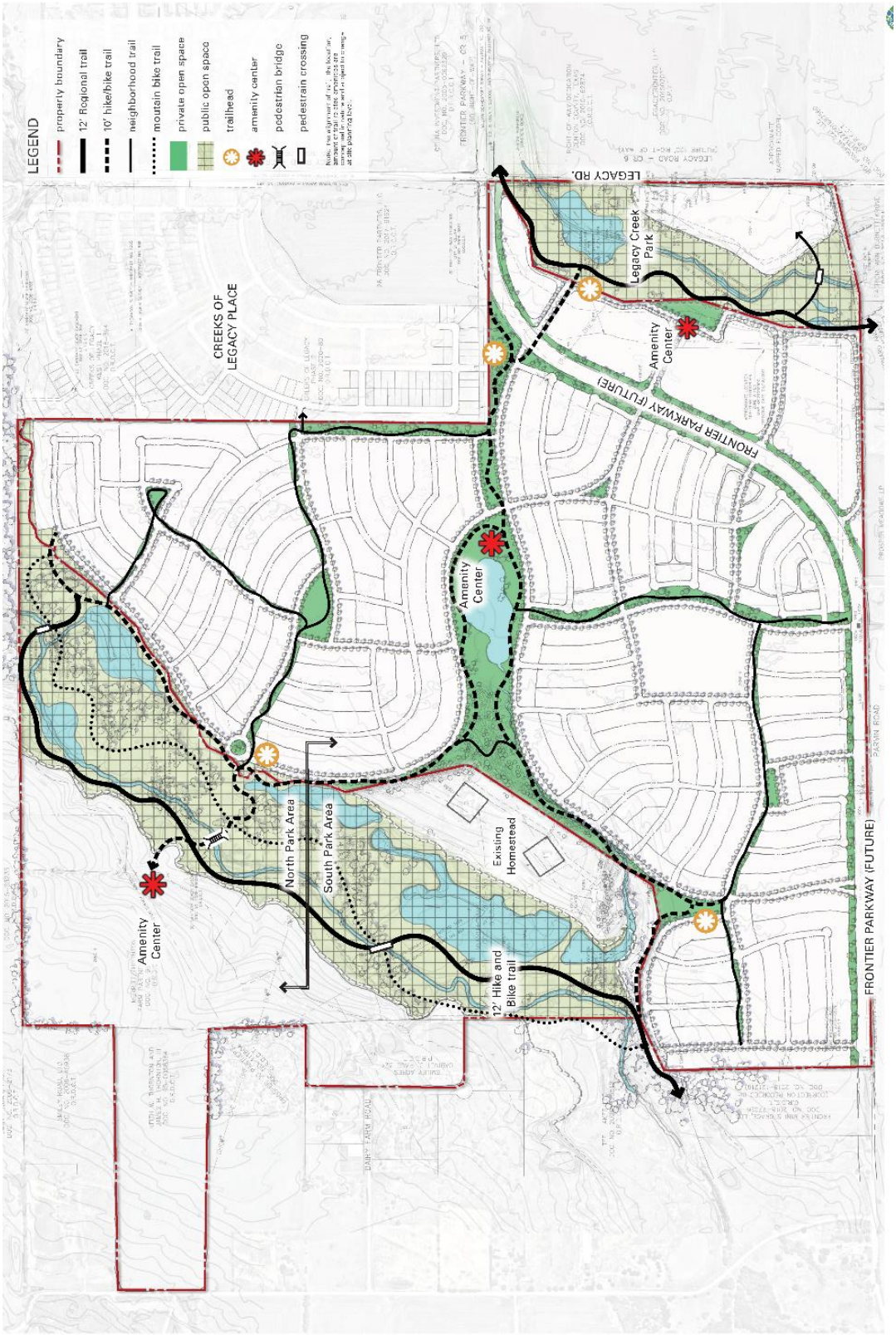
Attachment: Draft Ordinance (Mosaic PD - Zoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Mosaic PD - Zoning)

Exhibit D
Trails and Open Space Plan



Attachment: Draft Ordinance (Mosaic PD - Zoning)

Exhibit E
Development Regulations

In the event of any conflict between the City Regulations and the development standards, the development standards shall control.

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 due to the final engineering and design of the project (including changes to street layouts), and minor changes to the boundaries and configuration of each land use area, amenity center, and park shown on the original Concept Plan, are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. All other modifications to the original Concept Plan, such as major relocations of land uses, shall require a revision to the governing Planned Development district zoning.

Architecture

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a principal regional waterway and along a regionally significant east-west thoroughfare. Except as otherwise provided, the City's building material regulations in the zoning ordinance shall apply.

Open Space

The vision for the community includes extensive open space and activation of the floodplain areas with concrete trails and single-loaded streets that preserve the public view of the natural beauty. Below are the required elements:

1. Minimum 12-foot wide concrete trails along the creek, including trail heads and a pedestrian bridge to the western tract, in conformance with the Master Parks & Trails Plans.
2. One large amenity center including, at a minimum, an amenity center building, a swimming pool, bathrooms, a playground, and an open recreation area.
3. A second amenity center on the east side of Frontier Parkway including, at a minimum, an amenity center building, bathrooms, a playground, and an open recreation area. If the portion of the Property located on the east side of Frontier Parkway is developed with all single family, the second amenity center shall include a swimming pool.
4. A third amenity center on the western side of Doe Branch including, at a minimum, an amenity center building, a swimming pool, bathrooms, a playground, and an open recreation area.
5. Incorporation of open space in alignment with the Neighborhood Vision Book through use of pocket parks and activated open space throughout the community, as shown on the Concept Plan.
6. Connectivity and access to the creek views are a basis for many of the regulations within this Planned Development. Although minor adjustments to the lot layouts and street patterns shown on the Concept Plan are allowed, including allowing siding and backing of some lots to the creek, any material increase in the number of homes that either back or side onto the

Attachment: Draft Ordinance (Mosaic PD - Zoning)

creek in a linear pattern would be considered a major amendment to the Concept Plan that would require a PD amendment.

Zoning

The project shall abide by all City regulations, and as may be amended, except as follows:

1. **Flex Tracts 1 (Single Family, Multi-family, and Build to Rent)**

   The tracts shown on the Concept Plan for "SF, MF, and Build to Rent" shall be developed in accordance with one or more of the following zoning district regulations, and may be developed with any use permitted in any of the following zoning districts: SF-R (single family residential, detached), SF-A (single family residential, attached), MF-0 (Horizontal multi-family), MF-2 (Urban Edge multi-family), and MF-3 (Urban Living multi-family). These tracts shall include outdoor amenitization of the adjacent floodplain areas.

   A maximum of 200 single family dwelling units are permitted within the Flex Tracts. Such units may be attached or detached. Detached dwelling units shall be located on a lot with a minimum of 40 feet in width. Alleys are required abutting single family attached and detached lots less than 50 feet in width.

   A maximum of 600 multi-family dwelling units are permitted in Flex Tract 1 and Flex Tract 2 combined, and shall be developed per the regulations of the, MF-0, MF-2 or MF-3 districts. A maximum of 1 complex up to 200 horizontal multi-family dwelling units (MF-0) (also commonly referred to as single-family build to rent) are permitted in Flex Tract 1 and Flex Tract 2 combined, and shall be counted towards the maximum of 600 multi-family dwelling units in Flex Tract 1 and Flex Tract 2 combined. The limitations in this paragraph also apply to the flex tract described in Section 2 below.

2. **Flex Tract 2 (Multi-family or Build to Rent)**

   The tract shown on the Concept Plan for "MF or Build to Rent" shall be developed in accordance with one or more of the following zoning district regulations, and may be developed with any use permitted in any of the following zoning districts: MF-0 (Horizontal multi-family), MF-2 (Urban Edge multi-family), and MF-3 (Urban Living multi-family). These tracts shall include outdoor amenitization of the adjacent floodplain areas. These tracts shall be subject to the unit count limitations on multi-family dwelling units and horizontal multi-family dwelling units set forth in Section 1 above.

3. **Retail, Garden Office and Other Similar Non-Residential Uses**

   The tract shown on the Concept Plan for "Retail, Garden Office, and Other Similar Non-Residential Uses" shall be developed in accordance with the "C" zoning district regulations, and may be developed with any use permitted in the "C" zoning district.

4. **Single Family Residential and School Site**

   Tracts shown on the Concept Plan for "Single Family Residential" and "School" shall be developed in accordance with the SF-R zoning district regulations, and may be developed with any use permitted in the SF-R zoning district, including, but not limited to, amenity

Attachment: Draft Ordinance (Mosaic PD - Zoning)

centers and schools. Amenity centers shall comply with the SF-R zoning district regulations, as modified by this Section 4. In addition, single family attached uses (townhomes) are permitted in accordance with the SF-A zoning district regulations, as modified by this Section 4.

a. The total single family lot count on the "Single Family Residential" and "School" tracts shall not exceed 3,000 lots. The below lot mix shall govern the "Single Family Residential" area of the development and be calculated based upon the total lot count (not the lot cap figure of 3,000):

	Lot Type A	Lot Type B	Lot Type C	Lot Type D	Lot Type E
Min. Width	40’	50’	60’	70’	Townhomes
Lot % (Min/Max)	(0/20)	(0/30)	(20/0)	(10/0)	(0/10)

b. Any single family detached or attached lot less than 50 feet in width shall be alley served.
c. Architectural flexibility shall be provided for roof pitches that vary from the SF-R district and SF-A requirements, as applicable. Modern color schemes (specifically white) shall be permitted. Incorporation of stucco as an exterior building material shall be permitted, so long as the front facade’s materials remain primarily brick/stone, except that homes with a Mediterranean or modern architectural design may be constructed 100 percent of stucco.

5. Homestead

The “Homestead” tract is envisioned to remain preserved. However, if this tract is redeveloped, it may be developed under any of the single family detached standards for other tracts set forth above.

6. Retained Property

In addition to the other uses and development permitted on the Retained Property pursuant to the terms of this Agreement, the Owner may do the following on the Retained Property subject only to applicable state regulations and Denton County regulations:

- Water wells may be drilled on the Retained Property, and well water may be used for irrigation and other agricultural purposes.
- A maximum of three homes (in addition to the two existing homes) may be constructed on the Retained Property pursuant to this Section 6. A minimum one-acre platted lot is required for each home.
- Agricultural uses, including modification of existing agricultural buildings as well as construction of new agricultural buildings, are permitted.

If required, platting shall be in accordance with the subdivision and platting regulations applicable to the entire Property. The Owner may tap into the Public Infrastructure

Attachment: Draft Ordinance (Mosaic PD - Zoning)

described in this Agreement to serve the five existing and proposed single family residences described in this Section 6.

Attachment: Draft Ordinance (Mosaic PD - Zoning)

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:	June 14, 2022
Re:	Mosaic Remainder - Zoning

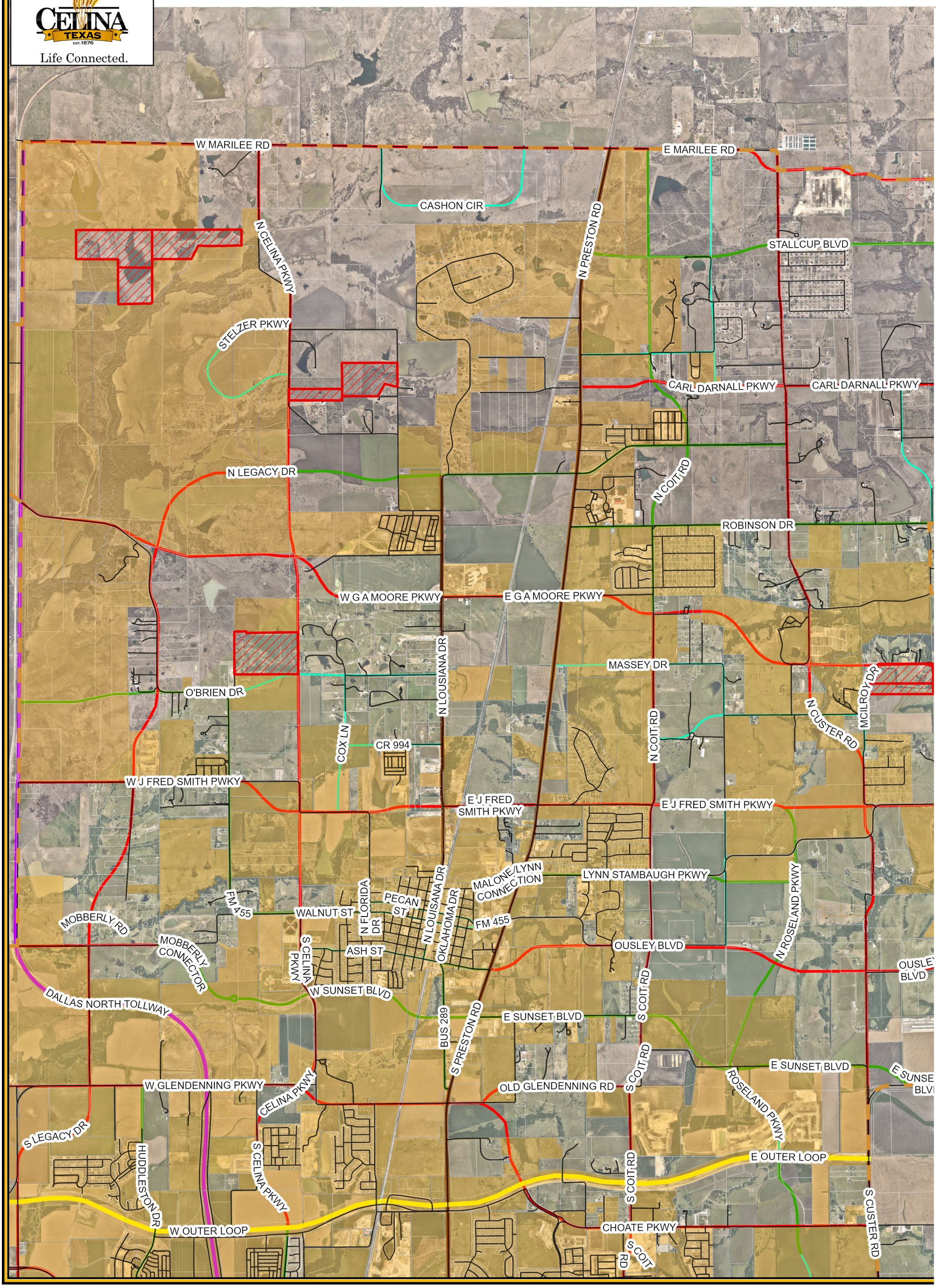
Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 433 acres to Agricultural District (AG), generally located west of Peterman Parkway, east of future North Dallas Tollway, north of Mobberly Road, and south of Marilee Road. (Mosaic Remainder – Zoning) (Mohan)

Background Information:
The subject properties are located within various locations of the ultimate growth boundary, and are in association with the Mosaic statutory consent annexation process. The properties will be zoned Agriculture District (AG), which is an appropriate "holding district." Please refer to the attached documents and the associated annexation agenda item for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.



Legend

- Subject Properties
- City Limits
- Roads
- Parcels

Mosaic Remainder Location Map

City of Celina

6/8/2022

N
W E
S

0 3,000 6,000 Feet

Attachment: Location Map (Mosaic Remainder – Zoning)

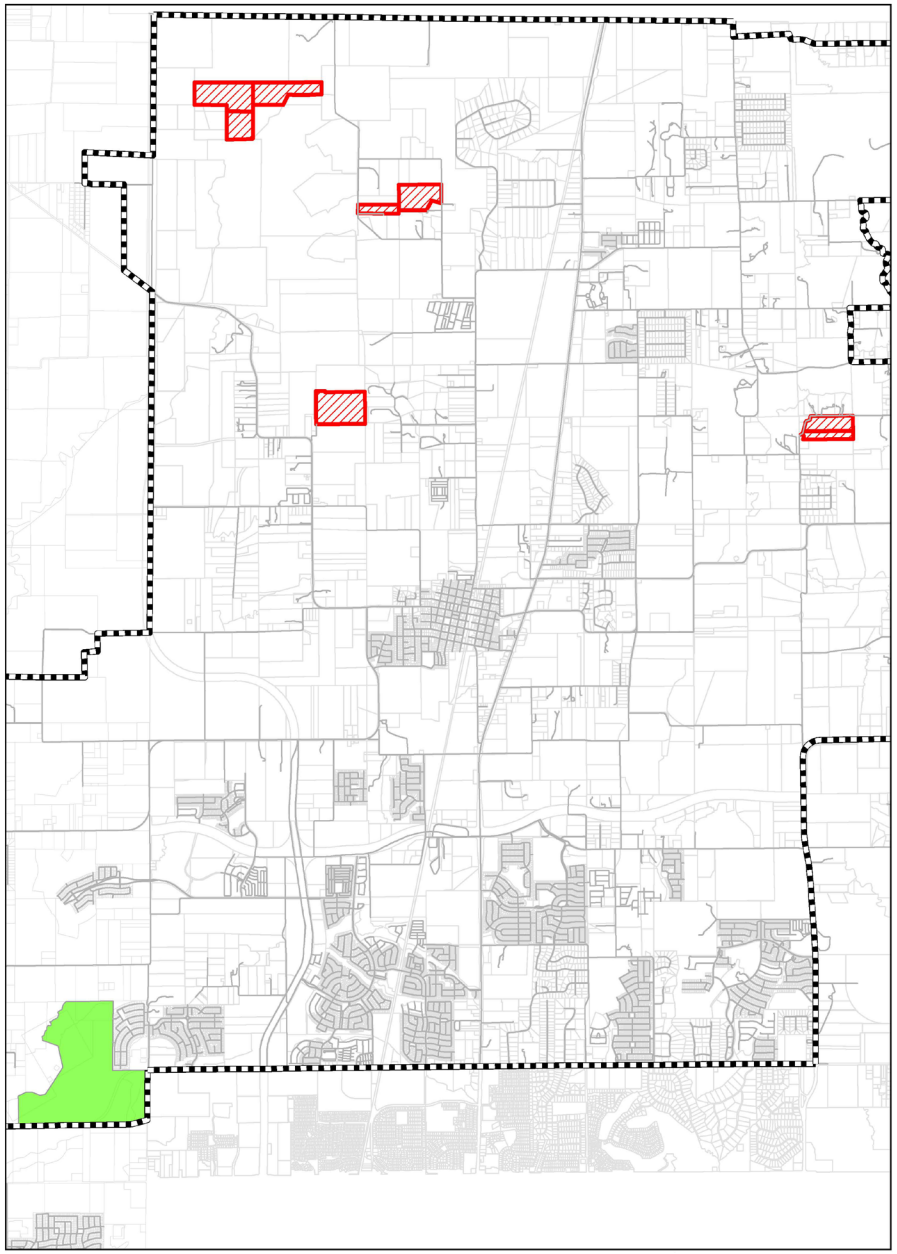
MOSAIC REMAINDER

Zoning

City Council
June 14, 2022



Attachment: Staff Presentation (Mosaic Remainder – Zoning)



ANNEXATION MAP

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

Attachment: Staff Presentation (Mosaic Remainder – Zoning)

BACKGROUND

- The properties total approximately 433 acres within the Extraterritorial Jurisdiction
- The properties are in association with the statutory consent annexation process, as governed by State law

Attachment: Staff Presentation (Mosaic Remainder – Zoning)

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owner may in the future request the City to consider another zoning district
- No residents are included in the zoning
- Property owners have not voiced objection to city staff and still have the opportunity to sign a deferral agreement
- 6 property owners (representing 122 acres) on the initial resolution have already found it advantageous to sign deferral agreements

Attachment: Staff Presentation (Mosaic Remainder – Zoning)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval 5-1 (with Commissioner Ousley being the dissenting vote) of the request at its May 17th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Mosaic Remainder – Zoning)

TIMELINE

- ~~2017 thru present – Deferral negotiations~~
- ~~September 14, 2021– Annexation Resolution~~
- ~~October 12, 2021– 1st Public Hearing~~
- ~~April 12, 2022– Petition Verification~~
- ~~May 10, 2022 – 2nd Public Hearing~~
- June 14, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (Mosaic Remainder – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
MOSAIC REMAINDER ZONING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 433 ACRE TRACTS OF LAND GENERALLY LOCATED WEST OF PETERMAN PARKWAY, EAST OF FUTURE NORTH DALLAS TOLLWAY, NORTH OF MOBBERLY ROAD, AND SOUTH OF MARILEE ROAD, COLLIN COUNTY AND DENTON, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

Attachment: Draft Ordinance (Mosaic Remainder – Zoning)

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That the zoning classification is hereby established as Agricultural District (AG), on certain tracts of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

SECTION 4
ZONING DESIGNATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Agricultural District (AG).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described in Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of

Attachment: Draft Ordinance (Mosaic Remainder – Zoning)

Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

Attachment: Draft Ordinance (Mosaic Remainder – Zoning)

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

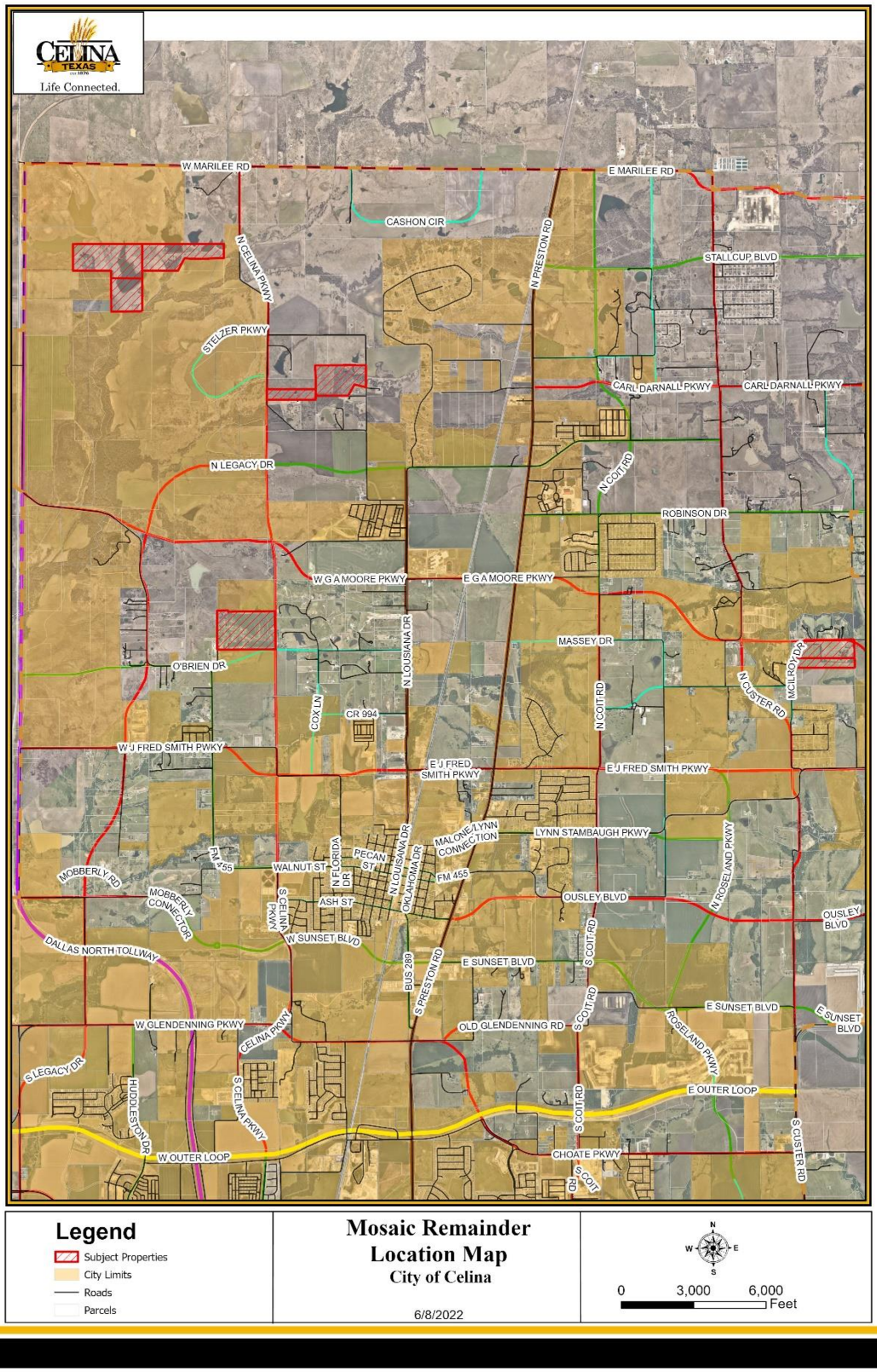
Attachment: Draft Ordinance (Mosaic Remainder – Zoning)

Exhibit A
Legal Description

1. Collin CAD Property ID 995070, being an approximate 42.32 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 1; generally located approximately 3,600 feet east of County Road 10 and approximately 4,700 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
2. Collin CAD Property ID 995739, being an approximate 93.45 acre tract of land in Collin County, Texas, legally described as Abstract No.0569 in the F. L. Meriwether Survey, Tract 1; generally located approximately 3,000 feet east of FM 455 and at the terminus of County Road 946 (Ganji Shaun),
3. Collin CAD Property ID 2725109, being an approximate 75.16 acre tract of land in Collin County, Texas, legally described as Abstract No. 0876 in the S. A. & M. G. RY. Co. Survey, Tract 1; generally located approximately 700 feet west of County Road 58 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
4. Collin CAD Property ID 2725111, being an approximate 84.1 acre tract of land in Collin County, Texas, legally described as Abstract No. 0024 in the W. P. Allen Survey, Tract 1; generally located generally located approximately 2,000 feet east of County Road 10 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
5. Collin CAD Property ID 2753685, being an approximate 22.61 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 14; generally located east of County Road 128 and approximately 1,000 feet north of County Road 130 (10226 Celina LC),
6. Collin CAD Property ID 2762213, being an approximate 39.2 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 16; generally located south of County Road 128 and approximately 3,000 feet west of County Road 133 (10226 Celina LC),
7. Collin CAD Property ID 2125473, being an approximate 54.57 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 26; generally located west of County Road 59 and approximately 1,800 feet north of County Road 58 (Palmer Mark & Debbie), and
8. Collin CAD Property ID 2071429, being an approximate 20.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 23; generally located east of County Road 58 and approximately 2,250 feet south of County Road 59 (Safi Shah & Lailuma & Homayun Safi).

Attachment: Draft Ordinance (Mosaic Remainder – Zoning)

EXHIBIT B
Property Exhibit



Attachment: Draft Ordinance (Mosaic Remainder – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: 21-03 Annexation Third Public Hearing and Ordinance Adoption

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Action Requested:
The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Celina, Texas; and providing for other matters related thereto for the following properties: (21-03 Annexation Third Public Hearing and Ordinance Adoption) (White)

1. Collin CAD Property ID 2674384, being an approximate 85.95 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 1; generally located west of future Custer Road and approximately 1,290 feet south of future Marilee Road (HC Celina 414, LLC.),
2. Collin CAD Property ID 2839556, being an approximate 102.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 14; generally located south of future Marilee Road and approximately 1,355 feet west of future Custer Road (HC Celina 414, LLC.),
3. Collin CAD Property ID 2839562, being an approximate 134.54 acre tract of land in Collin County, Texas, legally described as Abstract No. A0247 in the John Davis Survey, Tract 1; generally located at the southeast corner of future Coit Road and Marilee Road (HC Celina 414, LLC.),
4. Collin CAD Property ID 2839563, being an approximate 16.77 acre tract of land in Collin County, Texas, legally described as Abstract No. A0533 in the W. C. Lewis Survey, Tract 1; generally located east of future Coit Road and approximately 835 feet north of future Stallcup Boulevard (HC Celina 414, LLC.),
5. Collin CAD Property ID 2839564, being an approximate 74.43 acre tract of land in Collin County, Texas, legally described as Abstract No. A0931 in the T & P Ry Co Survey, Tract 1; generally located at the northeast corner of future Coit Road and future Stallcup Boulevard (HC Celina 414, LLC.),
6. Collin CAD Property ID 2689584, being an approximate 20.10 acre tract of land in Collin County,

Texas, legally described as Abstract No. A0394 in the Daniel Howell Survey, Tract 38; generally located at the southeast corner of future Roseland Parkway and FM 455 (Narla, Srinivasa & Indumathi),

7. Collin CAD Property ID 2657698, being an approximate 13.55 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 5; generally located approximately 350 feet south of future Stallcup Boulevard and 1,365 feet west of future Custer Road (JML Cattle Company LLC),
8. Collin CAD Property ID 2658131, being an approximate 10.45 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 6; generally located north of County Road 106 and approximately 1,400 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust),
9. Collin CAD Property ID 2674385, being an approximate 7.73 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 7; generally located north of County Road 106 and approximately 1,015 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust Custodian FBO James L LaBorde),
10. Denton CAD Property ID 173394, being an approximate 5.01 acre tract of land in Denton County, Texas, legally described as Abstract No. A0969A in Norwood, Tract 1(B); generally located west of Smiley Road and approximately 2,591 feet north of future Punk Carter Parkway (Fonseca, Maria Rocio),
11. Denton CAD Property ID 52870, being an approximate 18 acre tract of land in Denton County, Texas, legally described as Abstract No. A0211A in Cowan, Track 36 and Old DCAD, Sheet 2, Tract 7; generally located east of Smiley Road and approximately 1,945 feet north of future Punk Carter Parkway (18 Farm on Smiley Rd LTD), and
12. Denton CAD Property ID 173398, being an approximate 1.61 acre tract of land in Denton County, Texas, legally described as Willow Wood, Lot 1; generally located at the southwest corner of Smiley Road and FM 428 (Sadeghian, Khosrow TRTS of Kamy Real Property Trust).

Background:

Please refer to the attachments for additional information.

Below is the anticipated annexation schedule for the properties:

~~October 12, 2021 - Annexation Resolution~~
~~November 9, 2021 - 1st Public Hearing~~
~~April 12, 2022 - Petition Verification~~
~~May 10, 2022 - 2nd Public Hearing~~
June 14, 2022 - 3rd Public Hearing and Annexation Ordinance adoption

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.

Life Connected.

Potential Annexations
City of Celina

Date: 6/7/2022

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition
- Parcels

N
W E
S

0 4,500 9,000 Feet

LEGAL DESCRIPTION OF AREA

1. Collin CAD Property ID 2674384 (HC Celina 414, LLC.),
2. Collin CAD Property ID 2839556 (HC Celina 414, LLC.),
3. Collin CAD Property ID 2839562 (HC Celina 414, LLC.),
4. Collin CAD Property ID 2839563 (HC Celina 414, LLC.),
5. Collin CAD Property ID 2839564 (HC Celina 414, LLC.),
6. Collin CAD Property ID 2689584 (Narla, Srinivasa & Indumathi),
7. Collin CAD Property ID 2657698 (JML Cattle Company LLC),
8. Collin CAD Property ID 2658131 (Equity Trust Company DBA Sterling Trust),
9. Collin CAD Property ID 2674385 (Equity Trust Company DBA Sterling Trust Custodian FBO James L LaBorde),

Attachment: Staff Presentation (21-03 Annexation Third Public Hearing and Ordinance

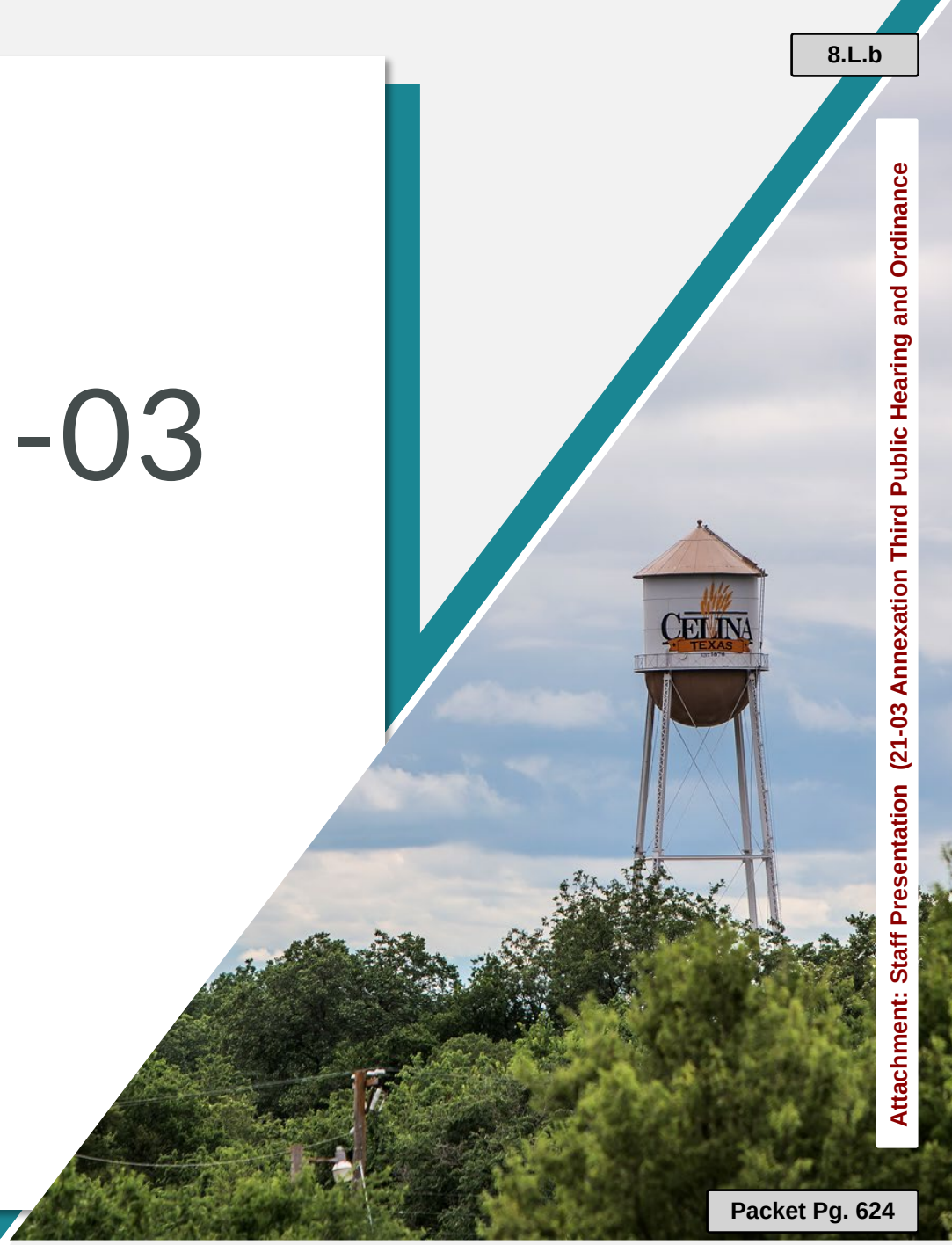
LEGAL DESCRIPTION OF AREA

10. Denton CAD Property ID 173394 (Fonseca, Maria Rocio),
11. Denton CAD Property ID 52870 (18 Farm on Smiley Rd LTD), and
12. Denton CAD Property ID 173398 (Sadeghian, Khosrow TRTS of Kamy Real Property Trust).

Attachment: Staff Presentation (21-03 Annexation Third Public Hearing and Ordinance

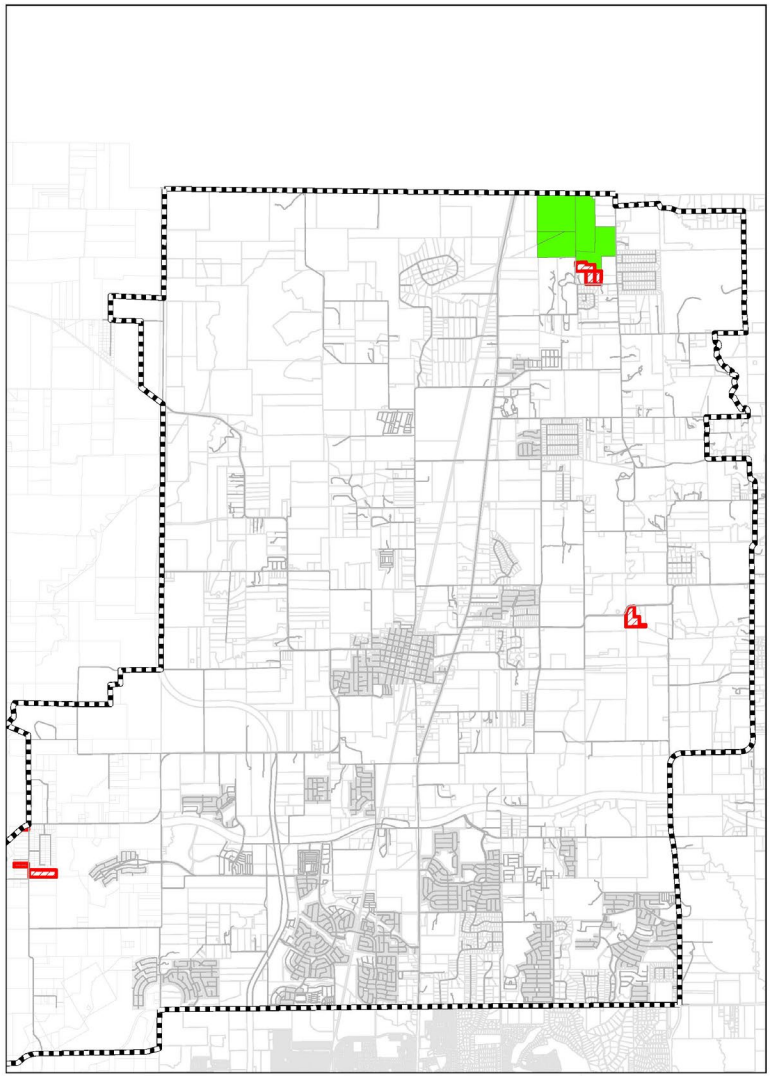
ANNEXATION 21-03

City Council
June 14, 2022



Attachment: Staff Presentation (21-03 Annexation Third Public Hearing and Ordinance

ANNEXATION MAP



Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

Attachment: Staff Presentation (21-03 Annexation Third Public Hearing and Ordinance

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 700 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 (21-03 Annexation Third Public Hearing and Ordinance

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 (21-03 Annexation Third Public Hearing and Ordinance

ANNEXATION TIMELINE

- ~~2017 thru present – Deferral negotiations~~
- ~~October 12, 2021 – Annexation Resolution~~
- ~~November 9, 2021 – 1st Public Hearing~~
- ~~April 12, 2022 – Petition Verification~~
- ~~May 10, 2022 – 2nd Public Hearing~~
- June 14, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (21-03 Annexation Third Public Hearing and Ordinance

RECOMMENDATION

Staff recommends approval.

Attachment: Staff Presentation (21-03 Annexation Third Public Hearing and Ordinance

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT BEING ±491 ACRES GENERALLY LOCATED NORTH OF FUTURE PUNK CARTER PARKWAY, EAST OF FM 1385, SOUTH OF MARILEE ROAD, AND WEST OF FUTURE PETERMAN PARKWAY, AND THAT PORTION OF ALL COUNTY ROAD RIGHTS-OF-WAY ADJACENT TO SAID TERRITORY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY/AREA, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, legal descriptions of the area to be annexed is attached hereto as Exhibit "A" and the area is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word; and

WHEREAS, the City Council adopted Resolution No. 2021-98R expressing its intent to annex the area and containing all elements required by Section 43.0682 of the Act (the "Resolution"); and

WHEREAS, following notice of this annexation and public hearing, a public hearing was held on November 9, 2021, which date was not earlier than 21 days or later than the 30th day after the date of adoption of the Resolution, after which the City circulated a petition in conformance with the requirements of Section 43.0685 of the Act (the "Petition"); and

WHEREAS, following the end of the Petition period prescribed by Section 43.0685 of the Act, the City Secretary verified that the Petition contained the minimum number of signatures required to annex the area, the City Council accepted the verification of the Petition by Resolution No. 2022-24R, and all residents and owners of property in the area were notified

Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

of the results of the Petition; and

WHEREAS, following publication, mailing and distribution of notice(s) as required by the Act, two more separate public hearings were conducted in accordance with Section 43.0686(c) of the Act, the first hearing being held on May 10 2022 and a second hearing also being held at least ten days after the first public hearing on June 14, 2022 to consider the annexation of the area being more particularly described in Exhibit "A" and depicted in Exhibit "B"; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the act, a Service Plan for the area to be annexed was prepared, presented at the public hearings and made available to the public and is attached hereto as Exhibit "C" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the area to be annexed is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such area is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that all requirements for lawful annexation have been met; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found—and incorporates herein its finding—that surrounding the area is in the public interest.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
ANNEXATION AND OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the following properties:

    1. Collin CAD Property ID 2674384, being an approximate 85.95 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 1; generally located west of future Custer Road and approximately 1,290 feet south of future Marilee Road (HC Celina 414, LLC.),

Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

2. Collin CAD Property ID 2839556, being an approximate 102.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 14; generally located south of future Marilee Road and approximately 1,355 feet west of future Custer Road (HC Celina 414, LLC.),
3. Collin CAD Property ID 2839562, being an approximate 134.54 acre tract of land in Collin County, Texas, legally described as Abstract No. A0247 in the John Davis Survey, Tract 1; generally located at the southeast corner of future Coit Road and Marilee Road (HC Celina 414, LLC.),
4. Collin CAD Property ID 2839563, being an approximate 16.77 acre tract of land in Collin County, Texas, legally described as Abstract No. A0533 in the W. C. Lewis Survey, Tract 1; generally located east of future Coit Road and approximately 835 feet north of future Stallcup Boulevard (HC Celina 414, LLC.),
5. Collin CAD Property ID 2839564, being an approximate 74.43 acre tract of land in Collin County, Texas, legally described as Abstract No. A0931 in the T & P Ry Co Survey, Tract 1; generally located at the northeast corner of future Coit Road and future Stallcup Boulevard (HC Celina 414, LLC.),
6. Collin CAD Property ID 2689584, being an approximate 20.10 acre tract of land in Collin County, Texas, legally described as Abstract No. A0394 in the Daniel Howell Survey, Tract 38; generally located at the southeast corner of future Roseland Parkway and FM 455 (Narla, Srinivasa & Indumathi),
7. Collin CAD Property ID 2657698, being an approximate 13.55 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 5; generally located approximately 350 feet south of future Stallcup Boulevard and 1,365 feet west of future Custer Road (JML Cattle Company LLC),
8. Collin CAD Property ID 2658131, being an approximate 10.45 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 6; generally located north of County Road 106 and approximately 1,400 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust),
9. Collin CAD Property ID 2674385, being an approximate 7.73 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 7; generally located north of County Road 106 and approximately 1,015 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust Custodian FBO James L LaBorde),
10. Denton CAD Property ID 173394, being an approximate 5.01 acre tract of land in Denton County, Texas, legally described as Abstract No. A0969A in Norwood, Tract 1(B); generally located west of Smiley Road and approximately 2,591 feet north of future Punk Carter Parkway (Fonseca, Maria Rocio),
11. Denton CAD Property ID 52870, being an approximate 18 acre tract of land in Denton County, Texas, legally described as Abstract No. A0211A in Cowan, Track 36 and Old DCAD, Sheet 2, Tract 7; generally located east of Smiley Road and approximately 1,945 feet north of future Punk Carter Parkway (18 Farm on Smiley Rd LTD), and
12. Denton CAD Property ID 173398, being an approximate 1.61 acre tract of land in Denton County, Texas, legally described as Willow Wood, Lot 1; generally located at the southwest corner of Smiley Road and FM 428 (Sadeghian, Khosrow TRTS of Kamy Real Property Trust).

being more particularly described in Exhibit “A”, and depicted in Exhibit “B” which is incorporated herein as if written word for word, and that such area shall be and is hereby annexed into the corporate limits of the City.

Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the area hereby annexed as required by law.

SECTION 3
SERVICE PLAN

The Service Plan for the herein annexed area, attached hereto as Exhibit "C", was prepared, presented and submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance, and is incorporated herein as if written word for word.

SECTION 4
FILING OF ORDINANCE REQUIRED

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk, and any other necessary agencies and service providers.

SECTION 5
EFFECT ON TERRITORY/AREA

From and after the passage of this Ordinance, the properties referenced in Exhibit "A" and the adjacent right-of-way, attached hereto and incorporated herein as if written word for word, shall be a part of the City of Celina, Texas, and subject to the municipal Service Plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation. The City Council hereby declares that if for any reason a portion of the area annexed hereunder is ever disannexed, the City Council would have annexed

Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

all of the remaining area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney/Attorney for City
City of Celina, Texas

Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "A"
LEGAL DESCRIPTION OF AREA

The City intends to annex the area, approximately 491 acres, generally located in the description below:

1. Collin CAD Property ID 2674384, being an approximate 85.95 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 1; generally located west of future Custer Road and approximately 1,290 feet south of future Marilee Road (HC Celina 414, LLC.),
2. Collin CAD Property ID 2839556, being an approximate 102.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 14; generally located south of future Marilee Road and approximately 1,355 feet west of future Custer Road (HC Celina 414, LLC.),
3. Collin CAD Property ID 2839562, being an approximate 134.54 acre tract of land in Collin County, Texas, legally described as Abstract No. A0247 in the John Davis Survey, Tract 1; generally located at the southeast corner of future Coit Road and Marilee Road (HC Celina 414, LLC.),
4. Collin CAD Property ID 2839563, being an approximate 16.77 acre tract of land in Collin County, Texas, legally described as Abstract No. A0533 in the W. C. Lewis Survey, Tract 1; generally located east of future Coit Road and approximately 835 feet north of future Stallcup Boulevard (HC Celina 414, LLC.),
5. Collin CAD Property ID 2839564, being an approximate 74.43 acre tract of land in Collin County, Texas, legally described as Abstract No. A0931 in the T & P Ry Co Survey, Tract 1; generally located at the northeast corner of future Coit Road and future Stallcup Boulevard (HC Celina 414, LLC.),
6. Collin CAD Property ID 2689584, being an approximate 20.10 acre tract of land in Collin County, Texas, legally described as Abstract No. A0394 in the Daniel Howell Survey, Tract 38; generally located at the southeast corner of future Roseland Parkway and FM 455 (Narla, Srinivasa & Indumathi),
7. Collin CAD Property ID 2657698, being an approximate 13.55 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 5; generally located approximately 350 feet south of future Stallcup Boulevard and 1,365 feet west of future Custer Road (JML Cattle Company LLC),
8. Collin CAD Property ID 2658131, being an approximate 10.45 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 6; generally located north of County Road 106 and approximately 1,400 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust),
9. Collin CAD Property ID 2674385, being an approximate 7.73 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 7; generally located north of County Road 106 and approximately 1,015 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust Custodian FBO James L LaBorde),
10. Denton CAD Property ID 173394, being an approximate 5.01 acre tract of land in Denton County, Texas, legally described as Abstract No. A0969A in Norwood, Tract 1(B); generally located west of Smiley Road and approximately 2,591 feet north of future Punk Carter Parkway (Fonseca, Maria Rocio),
11. Denton CAD Property ID 52870, being an approximate 18 acre tract of land in Denton County, Texas, legally described as Abstract No. A0211A in Cowan, Track 36 and Old

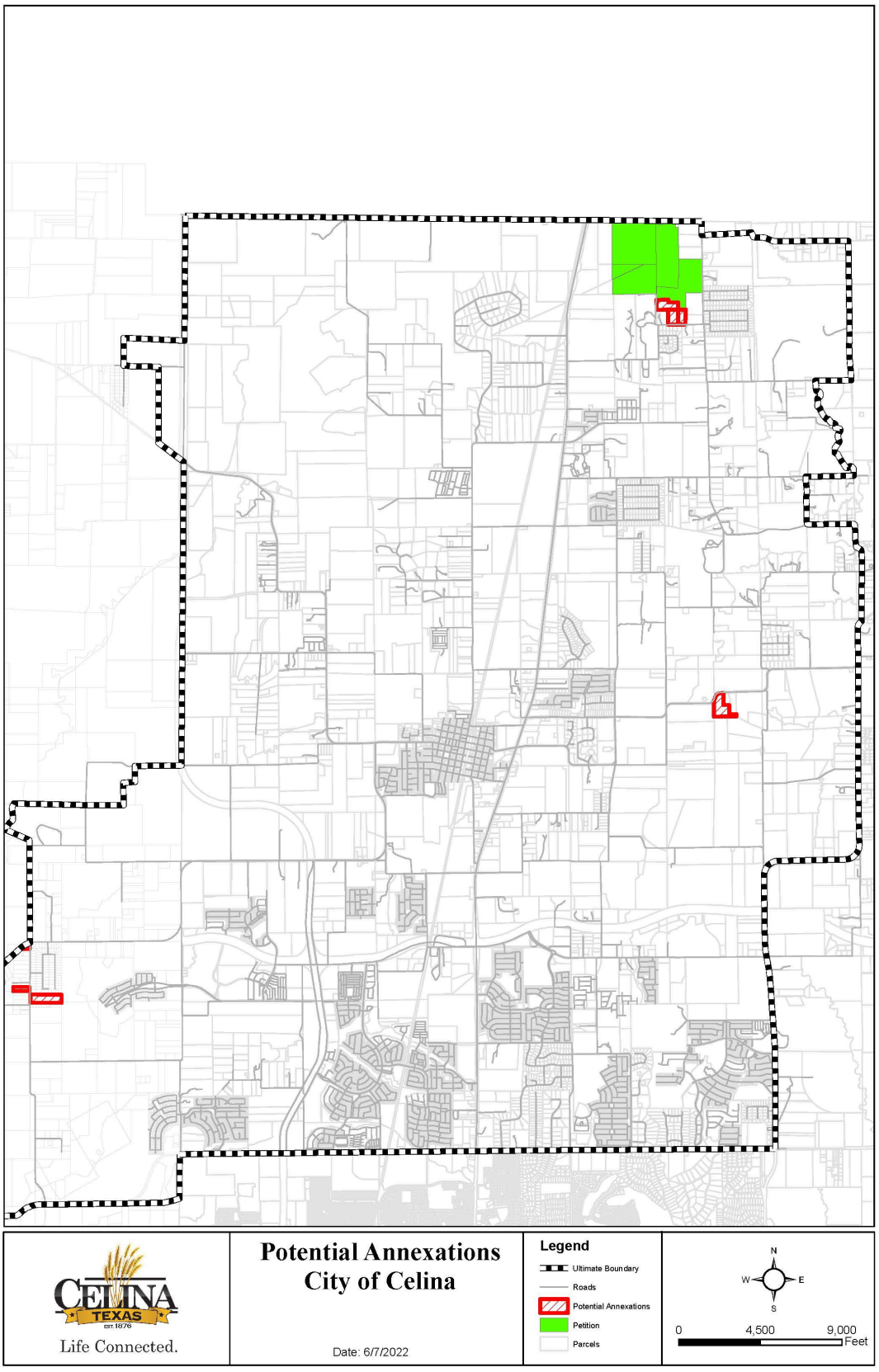
Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

DCAD, Sheet 2, Tract 7; generally located east of Smiley Road and approximately 1,945 feet north of future Punk Carter Parkway (18 Farm on Smiley Rd LTD), and

12. Denton CAD Property ID 173398, being an approximate 1.61 acre tract of land in Denton County, Texas, legally described as Willow Wood, Lot 1; generally located at the southwest corner of Smiley Road and FM 428 (Sadeghian, Khosrow TRTS of Kamy Real Property Trust).

Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "B"



Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "C"
Service Plan

A) SERVICE PLAN GENERALLY

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

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

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

Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

M) TERM

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

N) AMENDMENTS

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

Attachment: Draft Ordinance (21-03 Annexation Third Public Hearing and Ordinance Adoption)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Mosaic Remainder - Zoning

Action Requested:
Conduct a public hearing to consider and act upon ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 88 acres to Agricultural District (AG), generally located west of Custer Road, east of FM 1385, north of future Punk Carter, and south of Stallcup Boulevard. (Bray Remainder– Zoning) (Mohan)

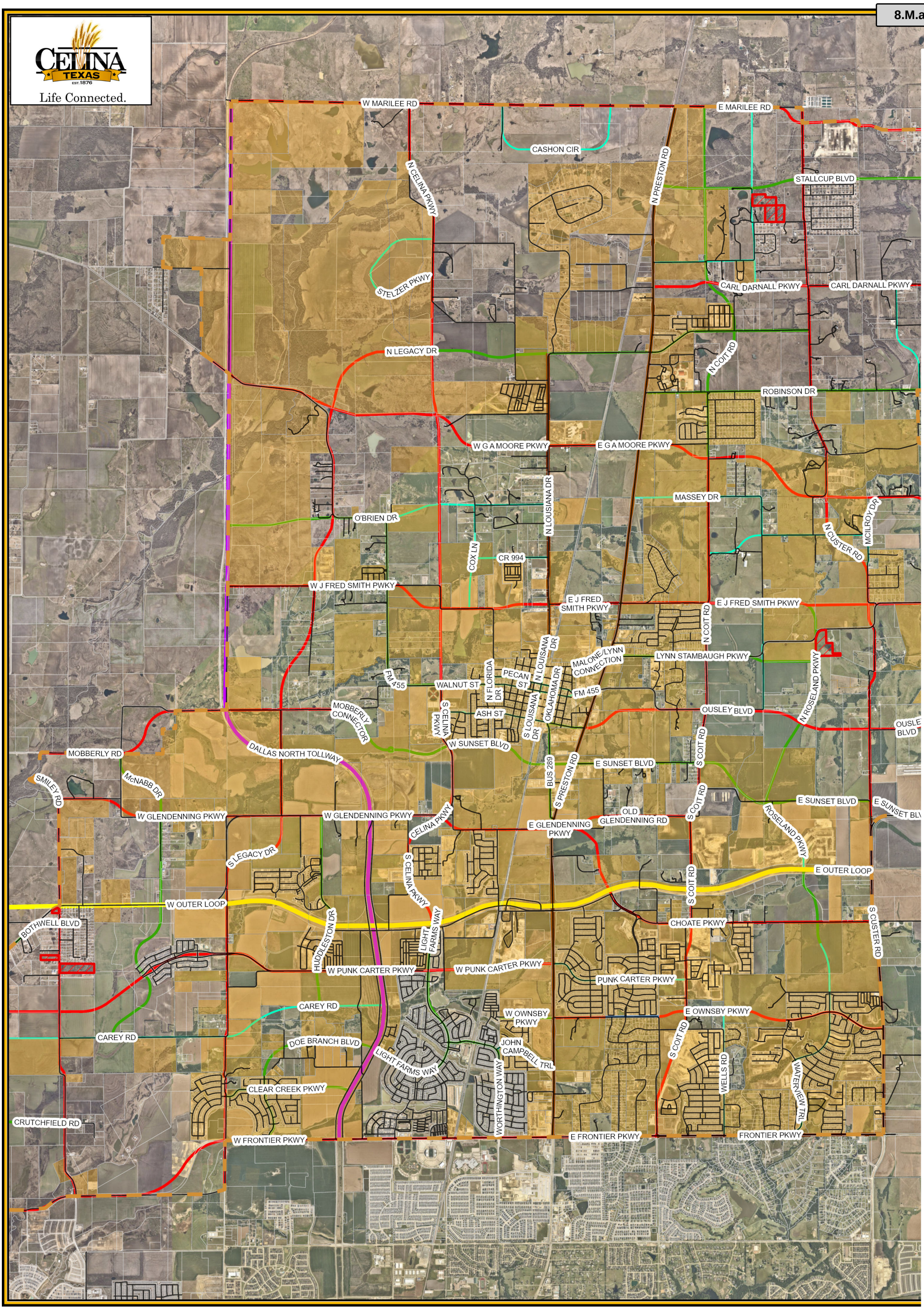
Background Information:
The subject properties are located within various locations of the ultimate growth boundary, and are in association with the Bray (Huffines) statutory consent annexation process. The properties will be zoned Agriculture District (AG), which is an appropriate "holding district." Please refer to the attached documents and the associated annexation agenda item for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Attachment: Location Map (Bray (Huffines) Remainder – Zoning)

Legend

- Subject Properties
- City Limits
- Roads
- Parcels

Bray Remainder Location Map

City of Celina

6/7/2022

N W E S

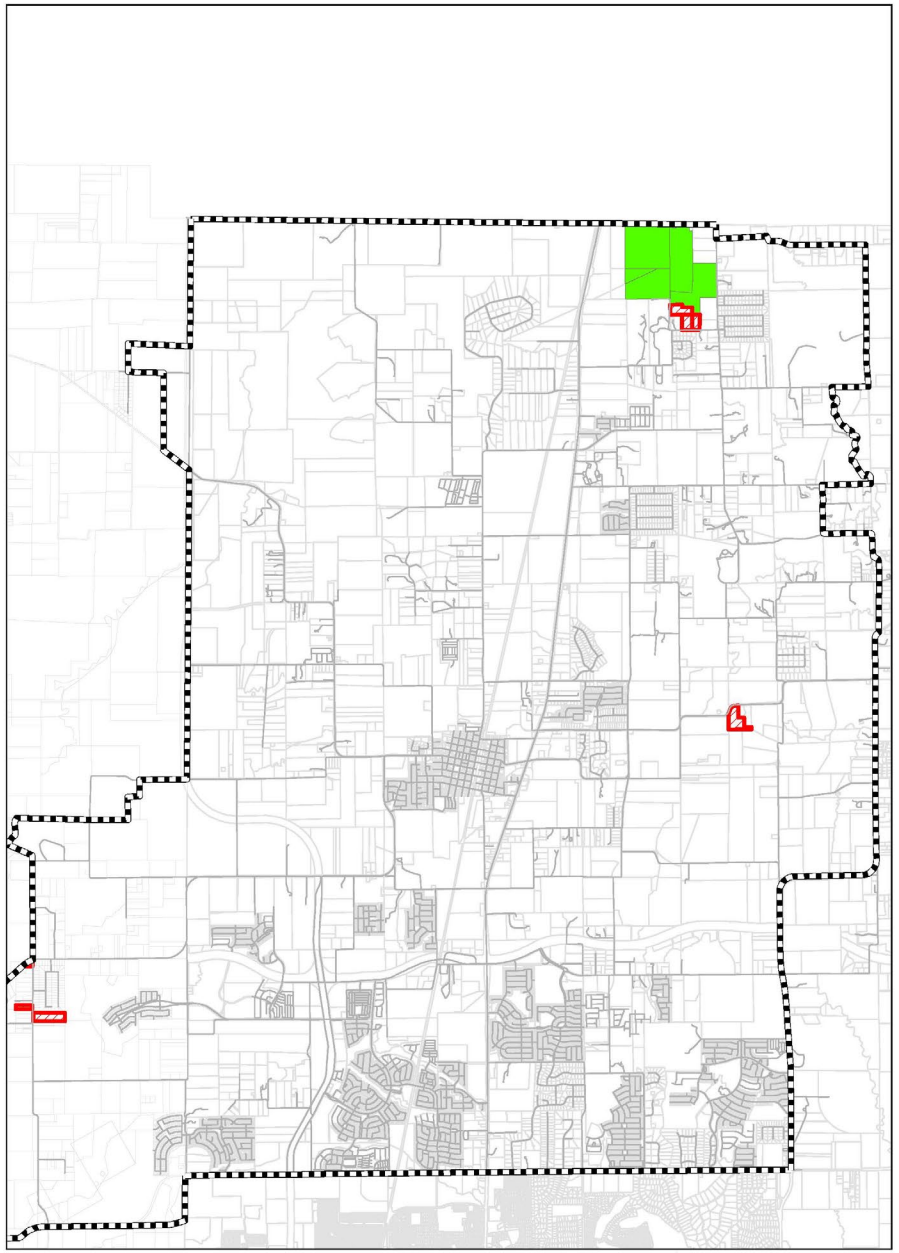
0 4,000 8,000 Feet

BRAY (HUFFINES) REMAINDER

Zoning

City Council
June 14, 2022





ANNEXATION MAP

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

Attachment: Staff Presentation (Bray (Huffines) Remainder – Zoning)

BACKGROUND

- The properties total approximately 88 acres within the Extraterritorial Jurisdiction
- The properties are in association with the statutory consent annexation process, as governed by State law

Attachment: Staff Presentation (Bray (Huffines) Remainder – Zoning)

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owner may in the future request the City to consider another zoning district
- No residents are included in the zoning
- Property owners have not voiced objection to city staff and still have the opportunity to sign a deferral agreement
- 12 property owners (representing 154 acres) on the initial resolution have already found it advantageous to sign deferral agreements

Attachment: Staff Presentation (Bray (Huffines) Remainder – Zoning)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval 5-1 (with Commissioner Ousley being the dissenting vote) of the request at its May 17th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Bray (Huffines) Remainder – Zoning)

TIMELINE

- ~~2017 thru present – Deferral negotiations~~
- ~~October 12, 2021– Annexation Resolution~~
- ~~November 9, 2021– 1st Public Hearing~~
- ~~April 12, 2022– Petition Verification~~
- ~~May 10, 2022 – 2nd Public Hearing~~
- June 14, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (Bray (Huffines) Remainder – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
BRAY (HUFFINES – SERENADE) REMAINDER ZONING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 77 ACRE TRACTS OF LAND GENERALLY LOCATED WEST OF CUSTER ROAD, EAST OF FM 1385, NORTH OF FUTURE PUNK CARTER, AND SOUTH OF STALLCUP BOULEVARD, COLLIN COUNTY AND DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

Attachment: Draft Ordinance (Bray (Huffines) Remainder – Zoning)

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That the zoning classification is hereby established as Agricultural District (AG), on certain tracts of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

SECTION 4
ZONING DESIGNATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Agricultural District (AG).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described in Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of

Attachment: Draft Ordinance (Bray (Huffines) Remainder – Zoning)

Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

Attachment: Draft Ordinance (Bray (Huffines) Remainder – Zoning)

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of June, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

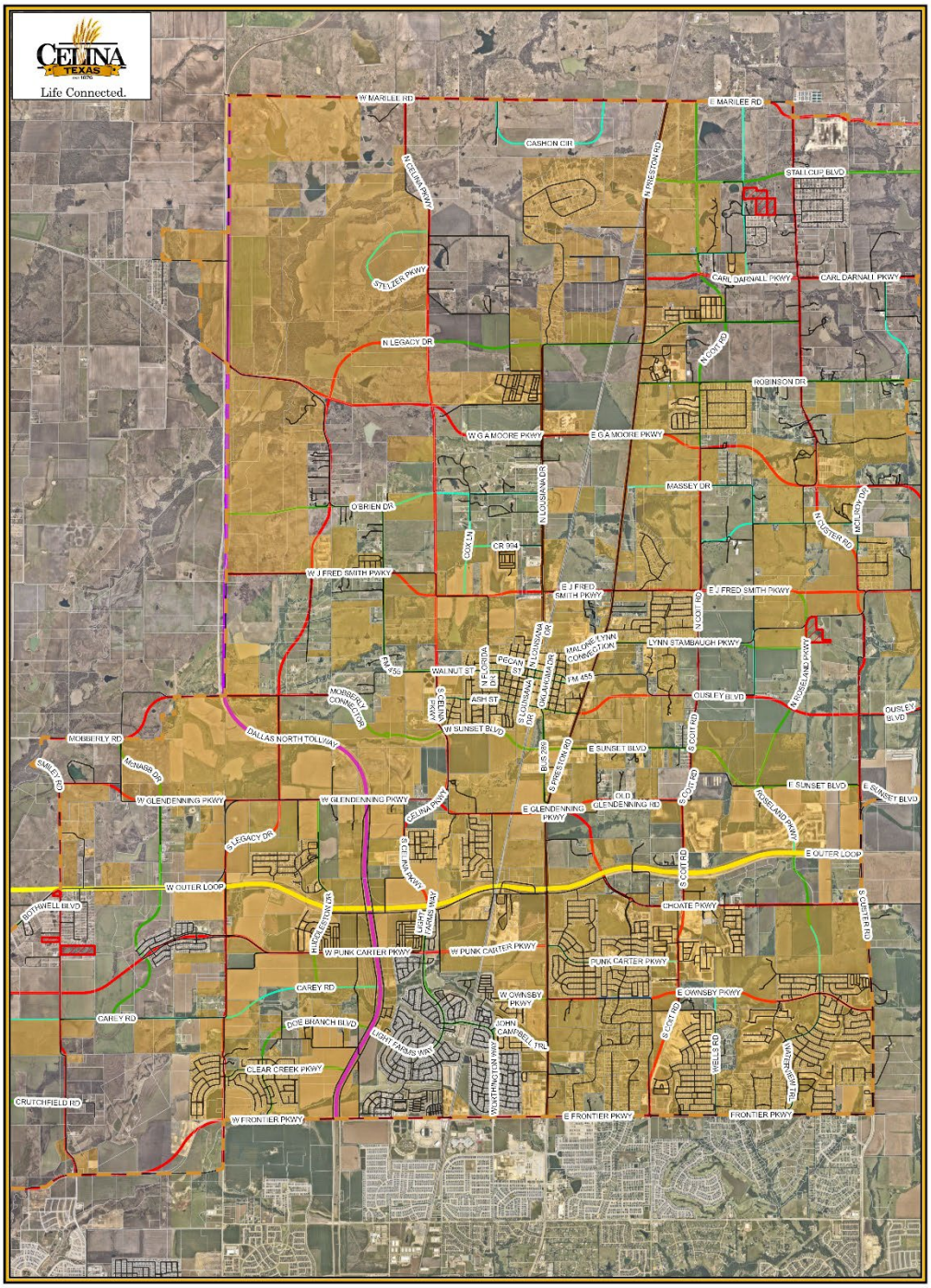
Attachment: Draft Ordinance (Bray (Huffines) Remainder – Zoning)

Exhibit A
Legal Description

1. Collin CAD Property ID 2689584, being an approximate 20.10 acre tract of land in Collin County, Texas, legally described as Abstract No. A0394 in the Daniel Howell Survey, Tract 38; generally located at the southeast corner of future Roseland Parkway and FM 455 (Narla, Srinivasa & Indumathi),
2. Collin CAD Property ID 2657698, being an approximate 13.55 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 5; generally located approximately 350 feet south of future Stallcup Boulevard and 1,365 feet west of future Custer Road (JML Cattle Company LLC),
3. Collin CAD Property ID 2658131, being an approximate 10.45 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 6; generally located north of County Road 106 and approximately 1,400 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust),
4. Collin CAD Property ID 2674385, being an approximate 7.73 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 7; generally located north of County Road 106 and approximately 1,015 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust Custodian FBO James L LaBorde),
5. Denton CAD Property ID 173394, being an approximate 5.01 acre tract of land in Denton County, Texas, legally described as Abstract No. A0969A in Norwood, Tract 1(B); generally located west of Smiley Road and approximately 2,591 feet north of future Punk Carter Parkway (Fonseca, Maria Rocio),
6. Denton CAD Property ID 52870, being an approximate 18 acre tract of land in Denton County, Texas, legally described as Abstract No. A0211A in Cowan, Track 36 and Old DCAD, Sheet 2, Tract 7; generally located east of Smiley Road and approximately 1,945 feet north of future Punk Carter Parkway (18 Farm on Smiley Rd LTD), and
7. Denton CAD Property ID 173398, being an approximate 1.61 acre tract of land in Denton County, Texas, legally described as Willow Wood, Lot 1; generally located at the southwest corner of Smiley Road and FM 428 (Sadeghian, Khosrow TRTS of Kamy Real Property Trust).

Attachment: Draft Ordinance (Bray (Huffines) Remainder – Zoning)

EXHIBIT B
Property Exhibit



Attachment: Draft Ordinance (Bray (Huffines) Remainder – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Cambridge Crossing Phase #2 - PID Levy Ordinance

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Cambridge Crossing Public Improvement District Service and Assessment Plan, including the Phase #2 assessment roll; making a finding of special benefit to property within Phase #2 of the Cambridge Crossing 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 #2 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Cambridge Crossing Phase #2 – PID Levy Ordinance) (Pollard)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

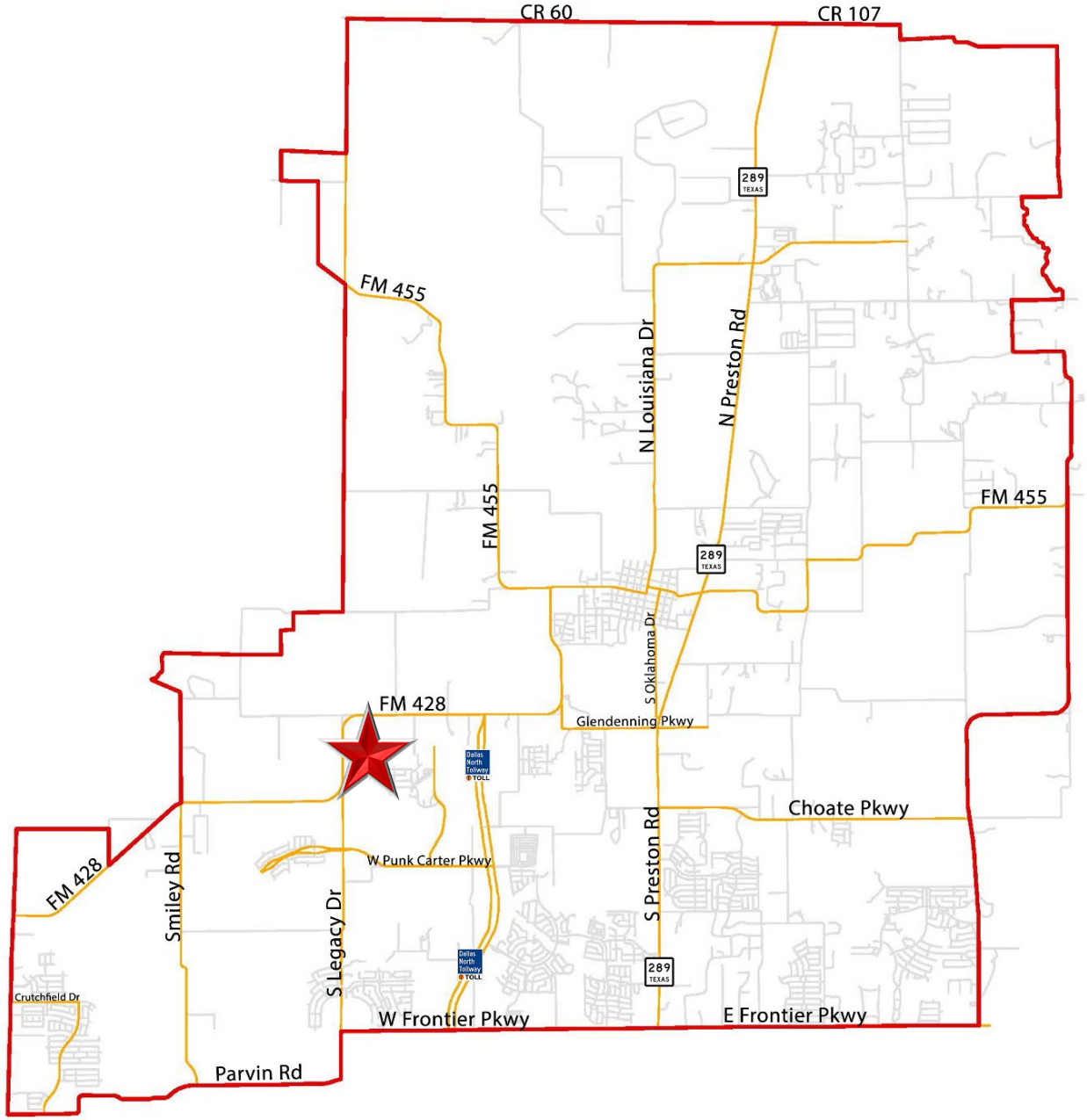
CAMBRIDGE CROSSING PHASE 2

PID ASSESSMENT LEVY

City Council
June 14, 2022



Attachment: Staff Presentation (Cambridge Crossing Phase #2 – PID Levy Ordinance)



Attachment: Staff Presentation (Cambridge Crossing Phase #2 – PID Levy Ordinance)

PID OVERVIEW

- 227 lots
- Estimated Authorized Improvement cost: $5.9 mm
- Estimated PID assessment amount: $5.9 mm

Attachment: Staff Presentation (Cambridge Crossing Phase #2 – PID Levy Ordinance)

TAX RATE ANALYSIS

Tax Rate Analysis	Total
Calculated Net Tax Rate Equivalent	$0.46
FYE 2022 Overlapping Tax Rates	2.335
Estimated Total Net Tax Rate	$2.795

Attachment: Staff Presentation (Cambridge Crossing Phase #2 – PID Levy Ordinance)

PID ASSESSMENT

Assessment per Unit	
84' Lot	$56,831.35
74' Lot	$51,716.33
60' Lot	$44,896.77
40' Lot	$33,530.50

Attachment: Staff Presentation (Cambridge Crossing Phase #2 – PID Levy Ordinance)

PID TIMELINE

- ~~May 10, 2022 – PID Pre-SAP Resolution (Action item)~~
- June 14, 2022 – PID Assessment Levy Ordinance
- Later date – PID Bond Ordinance

Attachment: Staff Presentation (Cambridge Crossing Phase #2 – PID Levy Ordinance)

RECOMMENDATION

- Staff recommends approval as presented

Attachment: Staff Presentation (Cambridge Crossing Phase #2 – PID Levy Ordinance)

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND PHASE #2 ASSESSMENT ROLL FOR THE CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY WITHIN PHASE #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #2 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 January 3, 2017, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the extraterritorial jurisdiction of the City; and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Collin Central Appraisal District and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on February 28, 2017, 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. 2017-10R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Cambridge Crossing Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on May 10, 2022, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Phase #2 of the District; calling for a public hearing to consider an ordinance levying assessments on property within Phase #2 of the District (the "Assessments"); authorizing and directing the City Secretary or the Deputy City Secretary of the City to file the proposed assessment roll for Phase #2 of the

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

District and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within Phase #2 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 May 11, 2022, the City Secretary or Deputy City Secretary filed the Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary or Deputy City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on May 16, 2022 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary or Deputy 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 June 14, 2022, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the Phase #2 Assessed Property (as defined in the Service and Assessment Plan) (the "Phase #2 Improvements"), the purposes of the Assessments, the special benefits of the Phase #2 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 Assessment Roll and the Cambridge Crossing Public Improvement District Service and Assessment Plan, dated June 14, 2022, in a form substantially similar to the attached ***Exhibit A*** (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix I (the "Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phase #2 Improvements (as described in the Service and Assessment Plan), the Assessment Roll, or the levy of the Assessments against the Phase #2 Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Phase #2 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within the District; and

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Phase #2 Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of Phase #2 Assessed Property will receive from the construction of the Phase #2 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Phase #2 Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended.

(c) The Service and Assessment Plan apportions the Actual Costs of the Phase #2 Improvements to be assessed against the Phase #2 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #2 Improvements;

(d) All of the real property in Phase #2 of the District which is being assessed in the amounts shown in the Assessment Roll will be benefited by the Phase #2 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Phase #2 Assessed Property 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 Actual Costs of the Phase #2 Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Phase #2 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

(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 Assessment Roll should be approved as the assessment roll for the Phase #2 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 the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Assessment Roll.

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll of Phase #2 of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the Phase #2 Improvements.

(a) The City Council hereby levies an assessment on each parcel of Phase #2 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as a special assessment on the properties set forth in the Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying 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.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

(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 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Phase #2 Improvements and Administrative Expenses are 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 VI of the Service and Assessment Plan, the owner of any Phase #2 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 Phase #2 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 Phase #2 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. 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 and in this Ordinance. The

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. Filing in Land Records. The City Secretary or the Deputy City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Roll, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary or the Deputy City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

PASSED AND ADOPTED, this the 14th day of June, 2022.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

Lauren Field, Deputy City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

August 14, 2018

as updated for Phase #2 on June 14, 2022.

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

CAMBRIDGE CROSSING
PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On February 28, 2017, the City Council of the City of Celina, Texas passed and approved Resolution No. 2017-10R approving and authorizing the creation of the Cambridge Crossing Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID, all of which is located within the City of Celina.

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

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Cambridge Crossing Public Improvement District Service and Assessment Plan, as updated (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, as amended, 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 (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

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

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

B. DEFINITIONS

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

"**Actual Cost(s)**" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, and property 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, City permit fees, development fees), insurance premiums, and miscellaneous expenses.

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

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incidental 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, maintenance, and operation of the PID and the Authorized Improvements, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds,

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

(viii) the Trustee's reasonable fees and expenses relating to the Bonds, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds or any costs of issuance associated with the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including interest, as shown on the Assessment Rolls attached hereto as Appendix G, Appendix H, and Appendix I, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest described in Section V of this Service and Assessment Plan, if applicable, and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the fifth paragraph of Section IV of this Service and Assessment Plan.

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

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

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the respective Assessed Property.

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

"Assessment Roll" means, as applicable, the Phases #2-7 Major Improvement Area Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

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

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

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

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"**County**" means Collin 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 Tollway/Outer Loop, L.P., a Texas limited partnership, and any successor owner of the Property or any portion thereof with obligation to construct all or a portion of the Authorized Improvements.

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

"**Future Phases**" means Phases that are fully developed after Phase #1 and Phase #2, as such areas are generally depicted and described in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"**Future Phase Improvements**" means those Authorized Improvements associated with any Future Phases.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"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.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

"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 as shown in Appendix F. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

"Major Improvements" or **"MI"** mean the Authorized Improvements described in Section III.B that benefit all Assessed Property within the PID and that were constructed concurrently with Phase #1.

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

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

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

"Phase #1" means the initial Phase to be developed, identified as "Phase #1" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

"Phase #1 Assessed Property" means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Projects is levied.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

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

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

"Phase #1 Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Cambridge Crossing Public Improvement District Phase #1 Project)" that are secured primarily by Phase #1 Assessment Revenues.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.C.

"Phase #1 Maximum Assessment per unit" means for Phase #1, an Assessment per unit related to the Phase #1 Projects for each applicable Lot Type as follows:

Lot Type 1 (74 Ft) - $37,615.15
Lot Type 2 (60 Ft) - $30.648.27
Lot Type 3 (50 Ft) - $25.578.30

"Phase #1 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Phase #1 Improvements, which are described in Section III.

"Phase #2" means the second Phase to be developed, identified as "Phase #2" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix I.

"Phase #2 Assessed Property" means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll against which an Assessment relating to the Phase #2 Improvements are levied.

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

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

"Phase #2 Improvements" mean the Authorized Improvements which only benefit Phase #2 Assessed Property, which are described in Section III.D.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

"Phase #2 Maximum Assessment per unit" means for Phase #2, an Assessment per unit related solely to the Phase #2 Projects for each applicable Lot Type as follows:

Lot Type 1 (74 Ft) - $51,716.53
Lot Type 2 (60 Ft) - $44,896.77
Lot Type 4 (84 Ft) - $56,831.35
Lot Type 5 (40 Ft) - $33,530.50

"Phase #2 Projects" mean (i) the pro rata portion of the Phases #2-7 Major Improvement Area Projects allocable to Phase #2, and (ii) the Phase #2 Improvements, which are described in Section III.

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

"**Phases #2-7 Major Improvement Area**" means the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"**Phases #2-7 Major Improvement Area Assessment Revenues**" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2-7 Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Phase #2-7 Major Improvement Area Projects.

"Phases #2-7 Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

"Phases #2-7 Major Improvement Area Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phases #2-7 Major Improvement Area Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Cambridge Crossing Public Improvement District Phases #2-7 Major Improvement Project)" that are secured primarily by Phases #2-7 Major Improvement Area Assessment Revenues.

"**Phases #2-7 Major Improvement Area Projects**" means the pro rata portion of the Major Improvements allocable to the Phases #2-7 Major Improvement Area, which are described in Section III.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

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

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

"Prepayment Costs" mean interest and Administrative Expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Prepayment and Delinquency Reserve" means, with respect to the Phases #2-7 Major Improvement Area Bonds and Phase #1 Bonds, a reserve amount to be funded from Additional Interest collected each year. The Prepayment and Delinquency Reserve shall be funded until it reaches 5.50% of the outstanding respective series of Bonds as stipulated in the respective Bond documents. Once the Prepayment and Delinquency Reserve is funded in full, the City may allocate the Additional Interest component of the Annual Installments as provided in the respective Trust Indenture.

"Reimbursement Agreement" means that certain PID Reimbursement Agreement – Cambridge Crossing dated as of August 14, 2018 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Authorized Improvements, including the Major Improvements, Phase #1 Improvements and Phase #2 Improvements, and the City agrees to reimburse the Developer with interest as permitted by the PID Act solely from Assessment Revenues and/or the net proceeds of Bonds for a portion of such Actual Costs funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of the Assessed Property.

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

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

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

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

"Zoning Ordinance" means Ordinance No. 2016-32 adopted by the City Council on April 12, 2016, which ordinance establishes the permitted uses of, and standards for the development of the property within the PID.

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 484.074 acres of land, generally located directly north of County Road 7, directly east of County Road 6, south of FM 428, and west of Dallas Parkway. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,530 single-family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (1,530) is based upon the updated, proposed development plan.

The property in the PID was originally proposed to be developed as shown in Table II-A.

Table II-A
Proposed Development within the PID - Original

Description	Proposed Development	
Single-family – 74 Ft	152	Units
Single-family – 60 Ft	537	Units
Single-family – 50 Ft	839	Units
Total	**1,528**	**Units**

The original development plan was revised in 2022 and the revised lot count and lot mix is shown in Table II-B.

Table II-B
Proposed Development within the PID – 2022 Revised

Description	Proposed Development	
Single-family – 84 Ft	7	Units
Single-family – 74 Ft	200	Units
Single-family – 60 Ft	491	Units
Single-family – 50 Ft	634	Units
Single-family – 40 Ft	198	Units
Total	**1,530**	**Units**

B. PROPERTY INCLUDED IN THE PHASES #2-7 MAJOR IMPROVEMENT AREA

Phases #2-7 Major Improvement Area consist of approximately 334.675 acres and is now projected to consist of approximately 1,200 residential units. A map of the property within Phases #2-7 Major Improvement Area and depicting the boundaries of each proposed Phase is shown in Appendix A.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

The property within Phases #2-7 Major Improvement Area was originally proposed to be developed as shown in Table II-C.

Table II-C
Proposed Development within Phases #2-7 Major Improvement Area - Original

Description	Proposed Development	
Single-family – 74 Ft	109	Units
Single-family – 60 Ft	415	Units
Single-family – 50 Ft	674	Units
Total	**1,198**	**Units**

The property within Phases #2-7 Major Improvement Area was revised in 2022 and the revised lot count and lot mix is shown in Table II-D.

Table II-D
Proposed Development within Phases #2-7 Major Improvement Area - 2022 Revised

Description	Proposed Development	
Single-family – 84 Ft	7	Units
Single-family – 74 Ft	157	Units
Single-family – 60 Ft	369	Units
Single-family – 50 Ft	469	Units
Single-family – 40 Ft	198	Units
Total	**1,200**	**Units**

C. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 108.523 acres and is projected to consist of 330 single family residential units, to be developed as Phase #1, as further described in Section III. A map of the property within Phase #1 and depicting the boundaries of each proposed Phase is shown in Appendix A.

The property within Phase #1 is proposed to be developed as shown in Table II-E.

Table II-E
Proposed Development within Phase #1

Description	Proposed Development	
Single-family – 74 Ft	43	Units
Single-family – 60 Ft	122	Units
Single-family – 50 Ft	165	Units
Total	**330**	**Units**

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

D. PROPERTY INCLUDED IN PHASE #2

Phase #2 consists of approximately 46.878 acres and is projected to consist of 227 single family residential units, to be developed as Phase #2, as further described in Section III. A map of the property within Phase #2 and depicting the boundaries of each proposed Phase is shown in Appendix A, and the property within Phase #2 is further described in Appendix C.

The property within Phase #2 is proposed to be developed as shown in Table II-G.

Table II-G
Proposed Development

Proposed Development	Quantity	Measurement
Single-family – 84 Ft	7	Units
Single-family – 74 Ft	20	Units
Single-family – 60 Ft	2	Units
Single-family – 40 Ft	198	Units
Total	**227**	**Units**

E. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, Phased PID Bonds may be issued and/or obligations may be incurred under the Reimbursement Agreement for Future Phase Improvements. In connection with the issuance of each new Phased PID Bond and/ or new obligations under the Reimbursement Agreement for Future Phase Improvements, this Service and Assessment Plan will be updated to add additional details of each new Phase and the Future Phase Improvements as shown for Phase #1 and Phase #2 in Section II. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phase(s) are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G, Appendix H, and Appendix I.

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

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Authorized Improvements as described in Appendix B and shown on the diagrams included as Appendix D should be undertaken by the City for the benefit of the property within the PID. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units.

The Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Major Improvements are shown in Table III-A and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements:

The major roadway improvements include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Distribution System Improvements:

The major water distribution system improvements consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Collection System Improvements:

The major sanitary sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Collection System Improvements

The major storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. 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-A shows the Budgeted Costs of the Major Improvements.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table III-A
Budgeted Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	Phase #1 Allocated Amount[1]	Phases #2-7 Major Improvement Area Allocated Amount
Roadway improvements, including right-of-way	$10,492,340	$2,302,624	$8,189,716
Water improvements	$1,020,500	$223,957	$796,543
Sanitary sewer improvements	$1,422,020	$312,073	$1,109,947
Storm drainage improvements	$1,047,000	$229,772	$817,228
Other soft and miscellaneous costs	$364,333	$79,956	$284,377
Total Authorized Improvements	**$14,346,193**	**$3,148,381**	**$11,197,812**

Note: Costs provided by Dowdey, Anderson & Associates. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvements amount does not change.
[1]See Table V-A for allocation of Actual Costs of the Major Improvements to Phase #1.

C. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #1 Projects are shown in Table III-B and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The Phase #1 roadway improvements include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements:

The Phase #1 water improvements 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 Phase #1 Assessed Property. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements:

The Phase #1 sanitary sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #1 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table III-B shows the Budgeted Costs of the Phase #1 Projects.

Table III-B
Budgeted Phase #1 Improvement Costs

Authorized Improvements	Phase #1 Improvements	Proportional Share of Major Improvements[1]	Total Phase #1 Projects
Roadway improvements	$2,543,000	$2,302,624	$4,845,624
Water improvements	$1,097,000	$223,957	$1,320,957
Sanitary sewer improvements	$1,003,000	$312,073	$1,315,073
Storm drainage improvements	$0	$229,772	$229,772
Other soft and miscellaneous costs	$194,000	$79,956	$273,956
Total Authorized Improvements	**$4,837,000**	**$3,148,381**	**$7,985,381**

Note: Costs provided by Dowdey, Anderson & Associates. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvements amount does not change.
[1]See Table III-A

D. DESCRIPTIONS AND COSTS OF PHASE #2 IMPROVEMENTS

The Phase #2 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #2 Improvements are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The roadway improvement portion of the Phase #2 Improvements consists of the construction of road improvements, including related excavation, paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, street lights, and traffic control devices, which benefit the Phase #2 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Phase #2 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, water services, and appurtenances, necessary for the portion of the water distribution system that will service the Phase #2 Assessed Property. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #2 Improvements consists of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #2 Assessed Property. The

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #2 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, detention ponds and excavation thereof, and appurtenances necessary to provide adequate drainage to the Phase #2 Assessed Property constructed within the boundaries of the PID. 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.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Phase #2 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-C shows the Budgeted Costs of the Phase #2 Improvements.

Table III-C
Budgeted Phase #2 Improvement Costs

Authorized Improvements	Phase #2 Improvements
Roadway improvements	$2,984,392
Water improvements	$806,538
Sanitary sewer improvements	$543,344
Storm drainage improvements	$1,261,460
Other soft and miscellaneous costs	$342,420
Total Authorized Improvements	**$5,938,154**

Note: Costs provided by Dowdey, Anderson & Associates. The figures shown in Table III-C may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvements amount does not change.

E. FUTURE PHASE AUTHORIZED IMPROVEMENTS

As Future Phases are developed and Phased PID Bonds are issued and/or obligations are incurred under the Reimbursement Agreement for Future Phase Improvements, this Service and Assessment Plan will be updated to identify the specific Future Phase Improvements that confer a special benefit to the property inside each Future Phase (e.g. a Table III-D will be added to show the costs for the specific Authorized Improvements financed within the specific Future Phase being developed.)

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Phase #1 Improvements were completed and accepted by the City in the first quarter of 2020. The Major Improvements were completed and accepted by the City in the first quarter of 2020. The Phase #2 Improvements are anticipated to be completed and accepted by the City in the second or third quarter of 2022.

The Budgeted Costs for the Phases #2-7 Major Improvement Area Projects plus costs related to the issuance of the Phases #2-7 Major Improvement Area Bonds, in one or more series, for the Phases #2-7 Major Improvement Area Projects and payment of expenses incurred in the establishment, administration and operation of the PID allocable to the Phases #2-7 Major Improvement Area Projects is $14,028,092 as shown in Table IV-A.

The Budgeted Costs for the Phase #1 Projects plus costs related to the issuance of the Phase #1 Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID allocable to Phase #1 is $9,906,947 as shown in Table IV-B.

The Budgeted Costs for Phase #2 Improvements and payment of expenses incurred in the establishment, administration and operation of PID allocable to Phase #2 is $5,938,154 as shown in Table IV-C.

The sources and uses of funds shown in Table IV-A, Table IV-B, and Table IV-C shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Phases are developed in connection with the issuance of Phased PID Bonds and/or obligations are incurred under the Reimbursement Agreement for Future Phase Improvements, this Service and Assessment Plan will be amended (e.g. Table IV-D will be amended to add phase #3, etc.).

The Phases #2-7 Major Improvement Area Bonds shown in Table IV-A were issued in 2018 to finance a portion of the Phases #2-7 Major Improvement Area Projects.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table IV-A
Estimated Sources and Uses – Phases #2-7 Major Improvement Area

Sources of Funds	Total
Par amount	$13,795,000
Other funding sources	$233,092
Total Sources	**$14,028,092**
Uses of Funds	
Major Improvements	
Roadway improvements including right-of-way	$8,189,716
Water distribution system improvements	$796,543
Sanitary sewer improvements	$1,109,947
Storm drainage improvements	$817,228
Other soft and miscellaneous costs	$284,377
Subtotal Major Improvements	*$11,197,812*
Bond issuance costs	
Capitalized interest	$755,430
Debt service reserve fund	$1,014,000
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$1,025,850
Subtotal bond issuance costs	*$2,830,280*
Total Uses	**$14,028,092**

The Phase #1 Bonds shown in Table IV-B were issued in 2018 to finance a portion of the Phase #1 Projects.

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table IV-B
Estimated Sources and Uses – Phase #1

Sources of Funds	Total
Par amount	$9,555,000
Other funding sources	$351,947
Total Sources	**$9,906,947**
Uses of Funds	
Major Improvements	
Road improvements including Right-of-Way	$2,302,624
Water distribution system improvements	$223,957
Sanitary sewer improvements	$312,073
Storm drainage improvements	$229,772
Other soft and miscellaneous costs	$79,956
Subtotal Major Improvements	*$3,148,381*
Phase #1 Improvements	
Roadway improvements	$2,543,000
Water improvements	$1,097,000
Sanitary sewer improvements	$1,003,000
Storm drainage improvements	$0
Other soft and miscellaneous costs	$194,000
Subtotal Phase #1 Improvements	*$4,837,000*
Bond issuance costs	
Capitalized interest	$486,053
Debt service reserve fund	$678,863
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$721,650
Subtotal bond issuance costs	*$1,921,566*
Total Uses	**$9,906,947**

The obligation under the Reimbursement Agreement related to the Phase #2 Improvements, and the sources and uses of such obligation, is shown in Table IV-C.

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table IV-C
Sources and Uses – Phase #2

Sources of Funds	Phase #2 Obligation under Reimbursement Agreement
Reimbursement Agreement amount allocable to Phase #2	$5,938,154
Other funding sources	$0
Total Sources	**$5,938,154**
Uses of Funds	
Phase #2 Improvements	
Roadway improvements	$2,984,392
Water improvements	$806,538
Sanitary sewer improvements	$543,344
Storm drainage improvements	$1,261,460
Other soft and miscellaneous costs	$342,420
Subtotal Phase #2 Improvements	*$5,938,154*
Total Uses	**$5,938,154**

As Future Phases are developed, Phased PID Bonds may be issued and/or additional obligations under the Reimbursement Agreement may be incurred to finance the Future Phase Improvements required for each Future Phase.

B. Five Year Service Plan

Phases #2-7 Major Improvement Area

The annual projected costs and annual projected indebtedness for the Phases #2-7 Major Improvement Area is shown in Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table IV-D
Annual Projected Costs and Annual Projected Indebtedness
Phases #2-7 Major Improvement Area

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phases #2-7 Major Improvement Area Annual Installments
2021 & Prior	$14,028,092	$13,795,000	$233,092	$1,872,451
2022	$0	$0	$0	$1,060,199
2023	$0	$0	$0	$1,078,260
2024	$0	$0	$0	$1,077,318
2025	$0	$0	$0	$1,079,341
2026	$0	$0	$0	$1,080,554
2027	$0	$0	$0	$1,075,958
2028	$0	$0	$0	$1,080,828
Total	**$14,028,092**	**$13,795,000**	**$233,092**	**$9,404,908**

The annual projected costs shown in Table IV-D are the annual expenditures relating to Phases #2-7 Major Improvement Area Projects shown in Table III-A, the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown in Table IV-E. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-E
Annual Projected Costs and Annual Projected Indebtedness
Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1 Annual Installments
2021 & Prior	$9,906,947	$9,555,000	$351,948	$1,271,291
2022	$0	$0	$0	$732,789
2023	$0	$0	$0	$743,948
2024	$0	$0	$0	$745,918
2025	$0	$0	$0	$741,441
2026	$0	$0	$0	$741,723
2027	$0	$0	$0	$746,508
2028	$0	$0	$0	$745,541
Total	**$9,906,947**	**$9,555,000**	**$351,948**	**$6,469,157**

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

The annual projected costs shown in Table IV-E are the annual expenditures relating to the Phase #1 Projects shown in Table III-B, the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #2

The annual projected costs and annual projected indebtedness for Phase #2 is shown in Table IV-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 IV-F
Annual Projected Costs and Annual Projected Indebtedness
Phase #2

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #2 Annual Installments
2022	$5,938,154	$5,938,154	$0	$0
2023	$0	$0	$0	$560,588
2024	$0	$0	$0	$561,301
2025	$0	$0	$0	$562,029
2026	$0	$0	$0	$562,774
2027	$0	$0	$0	$563,536
2028	$0	$0	$0	$492,320
Total	**$5,938,154**	**$5,938,154**	**$0**	**$3,302,549**

The annual projected costs shown in Table IV-F are the annual expenditures relating to the Phase #2 Improvements shown in Table III-C and the costs associated with setting up the PID as shown in Table IV-C. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

As Future Phases are developed, in association with issuing Bonds and/or obligations incurred under the Reimbursement Agreement for Future Phase Improvements, a table will be added to identify the Authorized Improvements to be financed by each new series of Bonds and/or new obligation incurred under the Reimbursement Agreement for such Future Phase Improvements; and, the projected indebtedness resulting from each additional series of Bonds and/or obligation under the Reimbursement Agreement.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed development financing program entails a series of bond financings and/or obligations under the Reimbursement Agreement that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds, the Phases #2-7 Major Improvement Area Bonds issued in 2018, and the obligation related to the Phase #2 Improvements under the Reimbursement Agreement incurred in 2022, subsequent financings may be issued in the future as subsequent Future Phases are gradually constructed.

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

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt 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.

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

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

1. The Actual Costs of the Major Improvements, Phase #1 Improvements, and Phase #2 Improvements shall be allocated on the basis of Equivalent Units, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home process provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.

3. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.

5. The Actual Costs of the Major Improvements are proportionally allocated to the Phases #2-7 Major Improvement Area Assessed Property and the Phase #1 Assessed Property based on the ratio of total projected Equivalent Units for the Phases #2-7 Major Improvement Area Assessed Property and the Phase #1 Assessed Property.

6. The Phases #2-7 Major Improvement Area Assessed Property's proportional share of the costs for the Phases #2-7 Major Improvement Area Projects is allocated to each Parcel within the Phases #2-7 Major Improvement Area Assessed Property based on the total projected Equivalent Units for each Parcel.

7. The Phase #1 Projects are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units for each Parcel.

8. The Phase #2 Improvements are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units for each Parcel.

Table V-A provides the estimated allocation of costs of the Major Improvements between the Phases #2-7 Major Improvement Area and Phase #1.

Table V-B provides the estimated allocation of costs of the Phases #2-7 Major Improvement Area Projects between the Phase #2 Area and Future Phases.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from the direct Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds or under the Reimbursement Agreement. Therefore, Parcels have and/or will only be assessed for the special

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

benefits conferred upon the Parcel at this time because of the Phases #2-7 Major Improvement Area Projects, Phase #1 Projects, and Phase #2 Improvements.

In connection with the issuance of Phased PID Bonds and/or obligations incurred under the Reimbursement Agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued and/ or obligation under the Reimbursement Agreement with respect to the Future Phase Improvements. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds and/ or an obligation incurred under the Reimbursement Agreement, 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 Phases #2-7 Major Improvement Area Projects, the Phase #1 Projects, and the Phase #2 Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Phase #1 Assessed Property, Phase #2 Assessed Property, and Phases #2-7 Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phases #2-7 Major Improvement Area Projects, Phase #1 Projects, and Phase #2 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds and/or obligations are incurred under the Reimbursement Agreement for Future Phase Improvements, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

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

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as any Bonds that may be issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF MAJOR IMPROVEMENT COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Budgeted Costs of the Major Improvements must be allocated throughout all Assessed Property in the District. Table V-A summarizes the original allocation of Budgeted Costs of the Major Improvements to Phase #1 and the Phases #2-7 Major Improvement Area. Table V-B summarizes Phases #2-7 Major Improvement Area's portion of the Budgeted Costs of the Major Improvements and the allocation to Phase #2 and Future Phases. The Budgeted Costs shown in Table V-A and Table V-B may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 contains 330 residential units and the Phases #2-7 Major Improvement Area was originally projected to contain 1,198 residential units as shown in Appendix F on Table F-5 and Table F-3, respectively. As shown in Appendix F on Table F-11, the total original projected Equivalent Units for Phase #1 was calculated as 254.02 and the total original projected Equivalent Units for the Phases #2-7 Major Improvement Area was calculated as 903.47, as shown on Table F-9. The total original projected Equivalent Units in the PID was, therefore, calculated to be 1,157.49 (i.e., 254.02 + 903.47 = 1,157.49). As a result, 21.95 percent of the Budgeted Costs of the Major Improvements (i.e. 254.02 ÷ 1,157.49 = 21.95%) were originally allocated to the Phase #1 Assessed Property and 78.05 percent of the Budgeted Costs off the Major Improvements (i.e., 254.02 ÷ 1,157.49 = 78.05%) were originally allocated to the Phases #2-7 Major Improvement Area Assessed Property. Table V-A summarizes the original allocation of Budgeted Costs of the Major Improvements to Phase #1 and the Phases #2-7 Major Improvement Area.

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table V-A
Allocation of Major Improvement Costs in the PID

Authorized Improvement	Estimated Costs
Roadway Improvements including Right-of-Way	$10,492,340
Water Improvements	$1,020,500
Sanitary Sewer Improvements	$1,422,020
Storm Drainage Improvements	$1,047,000
Other soft and miscellaneous costs	$364,333
Total Major Improvements[1]	**$14,346,193**
Phase #1	
Projected total Equivalent Units[2]	254.02
% of total units	21.95%
Proportionate Share of Costs	$3,148,381
Phases #2-7 Major Improvement Area	
Projected total Equivalent Units[3]	903.47
% of total units	78.05%
Proportionate Share of Costs	$11,197,812

[1]See Appendix B for detailed costs of the Major Improvements.
[2]See Table F-11 in Appendix F. Represents the original Equivalent Unit calculations based on the original Equivalent Unit factors.
[3]See Table F-9 in Appendix F. Represents the original Equivalent Unit calculations based on the original Equivalent Unit factors.

As shown in Table V-A the total amount of the Budgeted Costs of the Major Improvements originally allocated to the Phases #2-7 Major Improvement Area was $11,197,812. Phase #2 is projected to contain 227 residential units and the Phases #2-7 Major Improvement Area is now projected to contain 1,200 residential units as provided in the updated development plan and shown in Appendix F on Table F-6 and Table F-4, respectively. As shown in Appendix F on Table F-12, the projected Equivalent Units for Phase #2 is calculated as 143.60 and the total updated projected Equivalent Units for the Phases #2-7 Major Improvement Area is calculated as 891.19, as shown on Table F-10. The remaining projected Equivalent Units for the Future Phases is calculated as 747.59 (i.e. 891.19 – 143.60 = 747.59). As a result, 16.11 percent of the original Budgeted Costs of the Major Improvements allocated to the Phases #2-7 Major Improvement Area (i.e. 143.60 ÷ 891.19 = 16.11%) are allocated to the Phase #2 Assessed Property and 83.89 percent of the Budgeted Costs off the Major Improvements originally allocated to the Phases #2-7 Major Improvement Area (i.e., 747.59 ÷ 891.19 = 83.89%) are allocated to the Future Phases. Table V-B summarizes Phases #2-7 Major Improvement Area's portion of the Budgeted Costs of the Major Improvements and the allocation to Phase #2 and Future Phases.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table V-B
Allocation of Major Improvement Costs within the Phases #2-7 Major Improvement Area

Authorized Improvement	Estimated Costs
Roadway Improvements including Right-of-Way	$8,189,716
Water Improvements	$796,543
Sanitary Sewer Improvements	$1,109,947
Storm Drainage Improvements	$817,228
Other soft and miscellaneous costs	$284,377
Total Major Improvements[1]	**$11,197,812**
Phase #2	
Projected total Equivalent Units[2]	143.60
% of total units	16.11%
Proportionate Share of Costs	$1,804,335
Future Phases	
Projected total Equivalent Units[3]	747.59
% of total units	83.89%
Proportionate Share of Costs	$9,393,476

[1]See Table V-A. Represents the Budgeted Costs of the Major Improvements originally allocated to the Phases #2-7 Major Improvement Area.
[2]See Table F-12 in Appendix F. Represents the revised Equivalent Unit calculations based on the revised Equivalent Unit factors.
[3]Represents the remaining Equivalent Units within the Phases #2-7 Major Improvement Area (i.e. 891.19 – 143.60 = 747.59) using the revised Equivalent Unit calculations and revised Equivalent Unit factors.

D. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for Major Improvement Area Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phases #2-7 Major Improvement Area Projects financed with the Phases #2-7 Major Improvement Area Bonds shall be allocated to the Phases #2-7 Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels within the Phases #2-7 Major Improvement Area based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phases #2-7 Major Improvement Area Projects, as set forth in Table III-A, the City Council has determined that the benefit to the Phases #2-7 Major Improvement

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Area Assessed Property of the Phases #2-7 Major Improvement Area Projects is at least equal to the Assessments levied on the Phases #2-7 Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Phases #2-7 Major Improvement Area Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for the Phase #1 Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects financed with the Phase #1 Bonds shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels within Phase #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #1, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for the Phase #2 Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements financed under the Reimbursement Agreement shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels within Phase #2 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Based on the Budgeted Costs of the Phase #2 Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Phase #2 Assessed Property of the Phase #2 Improvements is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #2, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

4. Assessment Methodology for Future Phases

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase is to be issued and/or an obligation is incurred under the Reimbursement Agreement for Future Phase Improvements benefitting such Future Phase, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within such Future Phase.

E. ASSESSMENTS

The Assessments have been levied on each Parcel within the Phases #2-7 Major Improvement Area. Phase #1, and Phase #2 according to the Assessment Rolls, attached hereto as Appendix G, Appendix H, and Appendix I, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per Equivalent Unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. PREPAYMENT AND DELINQUENCY RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the Phase #1 Bonds and Phases #2-7 Major Improvement Area Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Phase #1 Bonds and Phases #2-7 Major Improvement Area Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Prepayment and Delinquency Reserve shall be funded until it reaches 5.50% of the outstanding Phase #1 Bonds and Phases #2-7 Major Improvement Area Bonds, respectively, unless otherwise stipulated in the related Bond documents. Once the Prepayment and Delinquency Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-7 MAJOR IMPROVEMENT AREA

The Assessment and Annual Installments for each Assessed Property located within the Phases #2-7 Major Improvement Area are shown on the Phases #2-7 Major Improvement Area 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 related to Phases #2-7 shall be collected in an amount sufficient to pay (i) principal and interest on the Phases #2-7 Major Improvement Area Bonds, (ii) the Additional Interest to fund the Prepayment and Delinquency Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel within Phases #2-7 shall be calculated by taking into consideration any available capitalized interest and other available funds.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments related to Phase #1 shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1 Bonds, (ii) the Additional Interest to fund the Prepayment and Delinquency Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel within Phase #1 shall be calculated by taking into consideration any available capitalized interest and other available funds.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments related to Phase #2 shall be collected in an amount sufficient to pay (i) principal and interest on the obligation under the Reimbursement Agreement allocable to Phase #2, and (ii) to pay Administrative Expenses related to the PID.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

D. Amount of Assessments and Annual Installments for Parcels Located Within Future Phases

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an appendix will be added as the Assessment Roll for phase #3, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

E. Reallocation of Assessments

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels existing 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 (Cambridge Crossing Phase #2 – PID Levy Ordinance)

F. 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. If at any time the Assessment per unit on a Parcel exceeds the Phase #1 Maximum Assessment per unit or Phase #2 Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the applicable Maximum Assessment per unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

G. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or obligation under the Reimbursement Agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or obligation under the Reimbursement Agreement, resulting in excess Bond proceeds or Assessment Revenues being available to redeem Bonds of such series and/or a need to reduce the obligation under the Reimbursement Agreement, as the case may be, then the Assessment securing such series of Bonds and/or obligation under the Reimbursement Agreement 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 or Assessment Revenues shall applied to redeem Bonds of such series as provided in the Indenture or to reduce the obligation under the Reimbursement Agreement, as applicable. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under the Reimbursement Agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds and/or a need to reduce the obligations under the Reimbursement Agreement, 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 obligations under the Reimbursement Agreement and/or to repay the Bonds, including interest on the Bonds and

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under the Reimbursement Agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under the Reimbursement Agreement is equal to the outstanding principal amounts of the Bonds and/or the amounts outstanding under the Reimbursement Agreement.

H. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include interest through the date of the prepayment and applicable Prepayment Costs.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture and/or the Reimbursement Agreement, as applicable; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus interest through the date of prepayment and applicable Prepayment Costs may be paid in part. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Rolls, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest to fund the Prepayment Reserve and Delinquency Reserve.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Phases #2-7 Major Improvement Area

Each Assessment for the Phases #2-7 Major Improvement Area Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phases #2-7 Major Improvement Area Bonds. The Phases #2-7 Major Improvement Area Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048), and additional interest at the rate of 0.5% for Administrative Expenses or the Additional Interest to fund the Prepayment and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Phases #2-7 Major Improvement Area Assessment Roll is shown as Appendix G.

Phase #1

Each Assessment for the Phase #1 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phase #1 Bonds. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047), and the Additional Interest at the rate of 0.5% to fund Prepayment and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix H.

Phase #2

Each Assessment for the Phase #2 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the obligation under the Reimbursement Agreement related to the Phase #2 Improvements. Interest on the obligation under the Reimbursement Agreement related to the Phase #2 Improvements shall be paid based on an interest rate of 8.75% per annum for years 1 through 5 and 5.75% per annum following the fifth Annual Installment. The interest on the obligation under the Reimbursement Agreement related to the Phase #2 Improvements shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #2 Assessed Property was 3.75%**.** The City has determined that the obligation under the Reimbursement Agreement related to the Phase #2 Improvements shall bear interest at the interest rate of 8.75% per annum for years 1 through 5 and 5.75% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.75% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.75%.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Furthermore, the Annual Installments of the Assessments levied against Phase #2 Assessed Property may not exceed the amounts shown on the Phase #2 Assessment Roll.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and/or the obligation due under the Reimbursement Agreement related to the Phase #2 Improvements and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds and/or the obligation due under the Reimbursement Agreement related to the Phase #2 Improvements 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 Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

I. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Phases #2-7 Major Improvement Area

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Phases #2-7 Major Improvement Area Bonds commenced with the issuance of the Phases #2-7 Major Improvement Area Bonds.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Phase #1

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Phase #1 Bonds commenced with the issuance of the Phase #1 Bonds.

Phase #2

The collection of the first Annual Installment for a Lot or Parcel of Phase #2 Assessed Property shall commence upon the earlier of: (i) September 1, 2023, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #2 Improvements, such that upon the issuance of Bonds all Assessments in Phase #2 shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #2 Assessed Property, such that all Assessments in the Phase #2 begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Lot or Parcel of Phase #2 Assessed Property for which collection has begun, shall be due by January 31st of the following calendar year.

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

VII. THE ASSESSMENT ROLL

A. PHASES #2-7 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Each Parcel within Phases #2-7 Major Improvement Area has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Phases #2-7 Major Improvement Area.

Phases #2-7 Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phases #2-7 Major Improvement Area Projects. Table VII-A summarizes the $14,028,092 in special benefit received by the Phases #2-7 Major Improvement Area Projects, the pro rata costs of the PID formation, and bond issuance costs for the Phases #2-7 Major Improvement Area Bonds. The amount of Phases #2-7 Major Improvement Area Bonds is $13,795,000, which is less than the benefit received by Phases #2-7 Major Improvement Area Assessed Property for the Phases #2-7 Major Improvement Area Projects, and as such the total Assessment for all Assessed Property within Phases #2-7 Major Improvement Area for the Phases #2-7 Major Improvement Area Projects is $13,795,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within the Phases #2-7 Major Improvement Area is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2-7 Major Improvement Area Assessment Roll is attached hereto as Appendix G.

Table VII-A
Phases #2-7 Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Total Phases #2-7 Major Improvement Area Projects[1]	$11,197,812
PID Formation/Bond Costs of Issuance:	
Capitalized interest	$755,430
Debt service reserve fund	$1,014,000
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$1,025,850
Subtotal Bond Issuance Costs	*$2,830,280*
Total Special Benefit	**$14,028,092**
Special Benefit:	
Total Special Benefit	$14,028,092
Assessment	$13,795,000
Excess Benefit	**$233,092**

[1]See Table III-A for details.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

B. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #1 Projects. Table VII-B summarizes the $9,906,947 in special benefit received by Phase #1 Assessed Property from the Phase #1 Projects, the pro rata costs of the PID formation, and bond issuance costs for the Phase #1 Bonds. The total amount of Phase #1 Bonds is $9,555,000, which is less than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 is $9,555,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix H.

Table VII-B
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Total Phase #1 Projects[1]	$7,985,381
PID Formation/Bond Costs of Issuance:	
Capitalized interest	$486,053
Debt service reserve fund	$678,863
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$721,650
Subtotal Bond Issuance Costs	*$1,921,566*
Total Special Benefit	**$9,906,947**
Special Benefit:	
Total Special Benefit	$9,906,947
Assessment	$9,555,000
Excess Benefit	**$351,947**

[1]See Table III-B for details.

C. PHASE #2 ASSESSMENT ROLL

Phase #2 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #2 Improvements. Table VII-C summarizes the $5,938,154 in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements. The total amount of obligation under the Reimbursement Agreement related to the Phase #2 Improvements is $5,938,154, which is equal to the benefit received by Phase #2 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #2 is $5,938,154 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #2 Assessment Roll is attached hereto as Appendix I.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table VII-C
Phase #2
Special Benefit Summary

Special Benefit	Total Cost
Total Phase #2 Improvements[1]	$5,938,154
Total Special Benefit	**$5,938,154**
Special Benefit:	
Total Special Benefit	$5,938,154
Assessment	$5,938,154
Excess Benefit	**$0**

[1]See Table III-C for details.

D. Future Phases Assessment Rolls

Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Phases (e.g., an appendix will be added as the Assessment Roll for phase #3, etc.).

E. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-7 Major Improvement Area Assessment Roll, Phase #1 Assessment Roll, and Phase #2 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.H of this Service and Assessment Plan.

Upon the future issuance of Bonds, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the applicable Trust Indenture, such determination shall be conclusive.

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

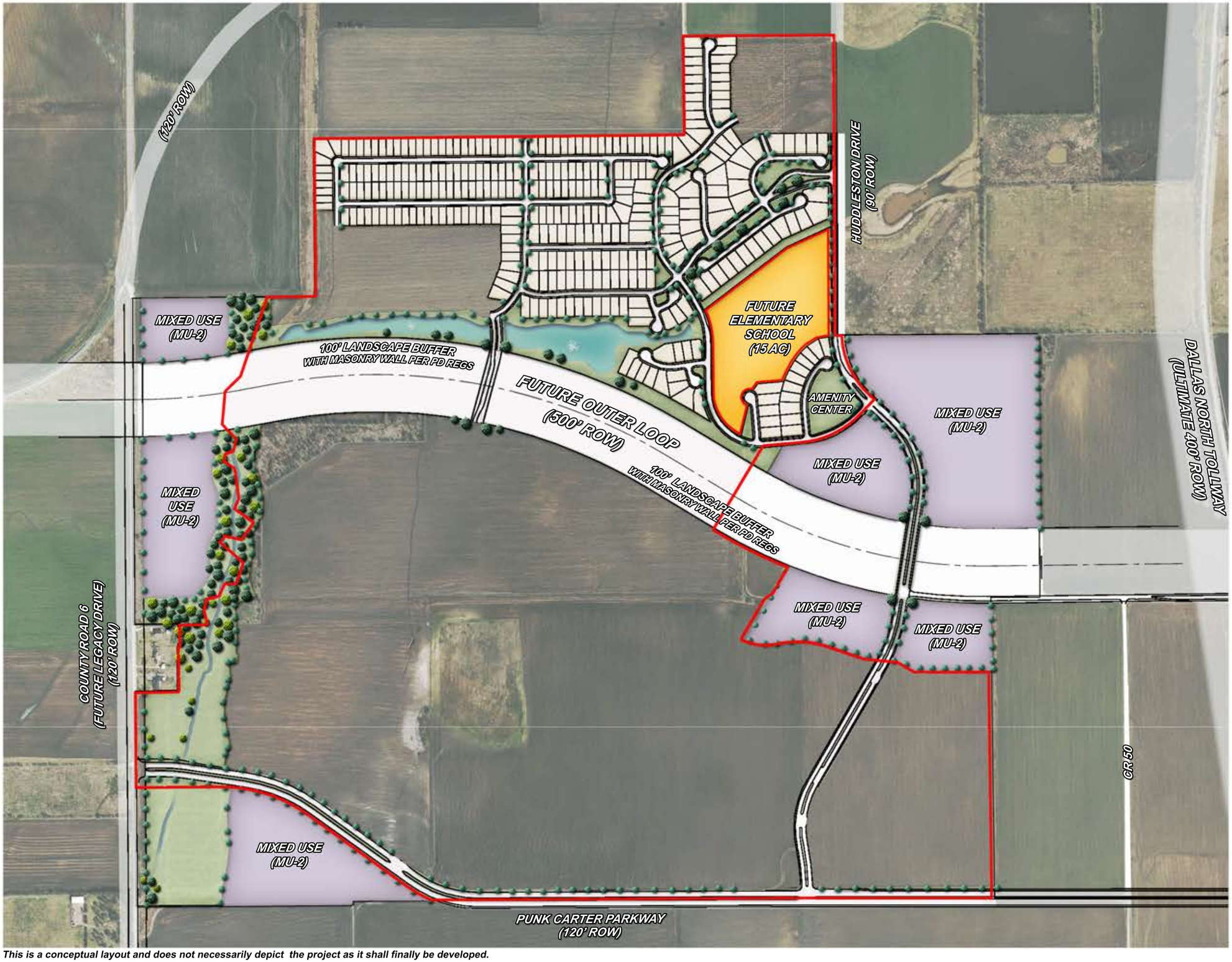
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

APPENDIX A
PID MAP

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)



PID BOUNDARY

Phase One

CONCEPT PLAN

CELINA TEXAS
CAMBRIDGE CROSSING

Cambridge
8750 N. Central Expressway
Ste. 1735
Dallas, TX 75231

ENGINEER/PLANNER
DOWDEY, ANDERSON & ASSOCIATES, INC.
1235 Village Creek Drive, Suite 200 Plano, Texas 75093
Phone 972/931-0694 Fax 972/931-9538

This is a conceptual layout and does not necessarily depict the project as it shall finally be developed.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Job #14037

Exhibit Prepared 2018-06-21

CAMBRIDGE CROSSING

Phase Two

LAND USE LEGEND

40’ x 115’ Lot *30’ x 100’ Pad*	-	198 Lots
60’ x 130’ Lot *50’ x 80’ Pad*	-	2 Lots
74’ x 140’ Lot *60’ x 85’ Pad*	-	20 Lots
84’ x 140’ Lot *70’ x 85’ Pad*	-	7 Lots
Total Lots	**-**	**227 Lots**



N

Cambridge

DOWDEY, ANDERSON & ASSOCIATES, INC.

Celina, Texas | 12-2-2020 | 14037

This layout is for conceptual purposes only, based on preliminary information. It is subject to change without notice and also subject to governmental approvals. Image is shown at a scale of **1” = 300’** when printed at 24 x 36.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

CAMBRIDGE CROSSING PID ~ PHASE ONE COSTS

City of Celina, Collin County, Texas

Construction Plan Set: 04-18-2018

Total Lots: ***330*** *Total Acres:* ***107.675***

Prepared: ***06/06/18*** *Revised:* _

Opinion of Probable Cost Summary

SUMMARY	TOTAL
MAJOR IMPROVEMENTS	
WATER ~ MAJOR IMPROVEMENTS	1,020,500.00
SANITARY SEWER ~ MAJOR IMPROVEMENTS	1,422,020.00
DRAINAGE ~ MAJOR IMPROVEMENTS	1,047,000.00
ROADWAY ~ MAJOR IMPROVEMENTS	7,252,339.00
CITY, PROFESSIONAL & MISC. FEES ~ MAJOR	364,333.00
TOTAL ~ MAJOR IMPROVEMENTS	11,106,192.00
DIRECT IMPROVEMENTS	
WATER ~ DIRECT	1,097,000.00
SANITARY SEWER ~ DIRECT	1,003,000.00
ROADWAYS ~ DIRECT	2,543,000.00
CITY, PROFESSIONAL & MISC. FEES ~ DIRECT	194,000.00
TOTAL ~ DIRECT IMPROVEMENTS	4,837,000.00
GRAND TOTAL	15,943,192.00

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

GENERAL NOTES:

- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2015, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- CORPS/WETLANDS MITIGATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION FOR PERIMETER ROADS
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES

CAMBRIDGE CROSSING PHASE TWO - DIRECT & MI SUMMARY

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE TWO	46.878	227	$7,258,831	$31,977	$154,845
CATEGORY TOTALS	**46.878**	**227**	**$7,258,831**	**$31,977**	**$154,845**

GENERAL NOTES:

- THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN THE PAST COUPLE YEARS, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO T VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ECT
- CONSTRUCTION MANAGEMENT
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$69,863	$308	$1,490
EXCAVATION (DIRECT)	$190,556	$839	$4,065
EXCAVATION (MAJOR IMPROVEMENT)	$29,329	$129	$625.64
RETAINING WALL (MAJOR IMPROVEMENTS)	$272,422	$1,200.10	$5,811.30
WATER (DIRECT)	$806,538	$3,553	$17,205
SANITARY SEWER (DIRECT)	$543,344	$2,394	$11,591
SANITARY SEWER (MAJOR IMPROVEMENT)	$207,112	$912.39	$4,418.11
STORM SEWER (DIRECT)	$1,261,460	$5,557	$26,909
STORM SEWER (MAJOR IMPROVEMENT	$32,644	$143.80	$696.35
PAVING (DIRECT)	$2,723,974	$12,000	$58,108
PAVING (MAJOR IMPROVEMENTS)	**$ 779,170**	**$ 3,432.47**	**$ 16,621.24**
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$342,420	$1,508	$7,304
GRAND TOTAL	**$7,258,831**	**$31,977**	**$154,845**

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	3550	$ 5,325
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	12400	$ 15,500
INLET PROTECTION	$ 500.00	EA	41	$ 20,500
DISK & SEED	$ 325.00	ACRE	27	$ 8,775
ENGINEERING, PLATTING & STAKING (10%)				$ 6,210
MISCELLANEOUS ITEMS (2.5%)				$ 1,553
TOTAL				**$ 69,863**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,080.00	ACRE	14.5	$ 15,660
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	1	$ 2,000
LOT EXCAVATION (NORTH)	$ 2.37	C.Y.	2,648	$ 6,275
LOT EXCAVATION (SOUTH)	$ 2.47	C.Y.	8,955	$ 22,118
IMPORT	$ 8.15	C.Y.	1466	$ 11,952.00
HAUL EXCESS AND PLACE	$ 8.95	C.Y.	4064	$ 36,378.00
MOISTURE CONDITION STREETS	$ 75,000.00	LS.	1	$ 75,000
ENGINEERING, PLATTING & STAKING (10%)				$ 16,938
MISCELLANEOUS ITEMS (2.5%)				$ 4,235
TOTAL				**$ 190,556**

EXCAVATION (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,080.00	ACRE	1.0	$ 1,080
POND EXCAVATION	$ 2.37	C.Y.	11000	$ 26,070
ENGINEERING, PLATTING & STAKING (10%)				$ 2,607
MISCELLANEOUS ITEMS (2.5%)				$ 652
TOTAL				**$ 29,329**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND WALL	$ 242,153.00	LS.	1	$ 242,153.00
ENGINEERING, PLATTING & STAKING (10%)				$ 24,215.30
MISCELLANEOUS ITEMS (2.5%)				$ 6,053.83
TOTAL				**$ 272,422.13**

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 34.78	L.F.	7859	$ 273,336
6" GATE VALVE & BOX	$ 910.00	EA.	17	$ 15,470
8" GATE VALVE & BOX	$ 1,365.00	EA.	28	$ 38,220
REMOVE, LOWER & REPLACE 18" PVC DR 18	$ 425.00	L.F.	20	$ 8,500
FIRE HYDRANT W/ 6" LEAD	$ 4,050.00	EA.	17	$ 68,850
18"X8" CUT IN TEE	$ 11,550.00	EA.	5	$ 57,750
18" CUT IN BUTTERFLY VALVE	$ 10,400.00	EA.	2	$ 20,800
TEMPORARY POST HYDRANT	$ 2,900.00	EA.	1	$ 2,900
RELOCATE EX. FIRE HYDRANT	$ 1,500.00	EA.	1	$ 1,500
1" SINGLE WATER SERVICE	$ 801.00	EA.	226	$ 181,026
CONNECT TO EXISTING	$ 450.00	EA.	7	$ 3,150
MISCELLANEOUS FITTINGS	$ 5,450.00	TON	7	$ 35,425
TRACER WIRE TEST STATIONS	$ 215.00	EA.	30	$ 6,450
TESTING & CHLORINATION	$ 0.45	L.F.	7879	$ 3,546
ENGINEERING, PLATTING & STAKING (10%)				$ 71,692
MISCELLANEOUS ITEMS (2.5%)				$ 17,923
TOTAL				**$ 806,538**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 29.25	L.F.	5985	$ 175,061
4' DIAMETER MANHOLE	$ 4,815.00	EA.	22	$ 105,930
4' DIAMETER MANHOLE ON EXISTING	$ 6,250.00	EA.	1	$ 6,250
MANHOLE I & I BARRIER	$ 345.00	EA.	23	$ 7,935
ADJUST EXISTING MH RIM ELEVATION	$ 800.00	EA.	1	
4" SERVICE LINES	$ 753.00	EA.	225	$ 169,425
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 67.75	L.F.	160	$ 10,840
END AND PLUG	$ 50.00	EA.	1	$ 50
TRENCH SAFETY	$ 0.10	L.F.	5985	$ 599
TESTING & T.V. INSPECTION	$ 1.15	L.F.	5985	$ 6,883
ENGINEERING, PLATTING & STAKING (10%)				$ 48,297
MISCELLANEOUS ITEMS (2.5%)				$ 12,074
TOTAL				**$ 543,344**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
10" P.V.C. PIPE (SDR-35)	$ 37.95	L.F.	776	$ 29,449
8" P.V.C. PIPE (SDR-35)	$ 29.25	L.F.	1971	$ 57,652
4' DIAMETER MANHOLE	$ 4,815.00	EA.	7	$ 33,705
MANHOLE I & I BARRIER	$ 345.00	EA.	7	$ 2,415
CONNECT TO EXISTING	$ 1,815.00	EA.	1	$ 1,815
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 67.75	L.F.	80	$ 5,420
14" STEEL ENCASEMENT BY BORE	$ 380.00	L.F.	132	$ 50,160
END AND PLUG	$ 50.00	EA.	1	$ 50
TRENCH SAFETY	$ 0.10	L.F.	2747	$ 275
TESTING & T.V. INSPECTION	$ 1.15	L.F.	2747	$ 3,159
ENGINEERING, PLATTING & STAKING (10%)				$ 18,410
MISCELLANEOUS ITEMS (2.5%)				$ 4,602
TOTAL				**$ 207,112**

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 56.50	L.F.	1574	$ 88,931
18" R.C.P. (RUBBER GASKET)	$ 65.00	L.F.	414	$ 26,910
21" R.C.P.	$ 62.00	L.F.	703	$ 43,586
21" R.C.P. (RUBBER GASKET)	$ 72.50	L.F.	10	$ 725
24" R.C.P.	$ 71.50	L.F.	337	$ 24,096
27" R.C.P. (RUBBER GASKET)	$ 89.00	L.F.	179	$ 15,931
30" R.C.P.	$ 89.00	L.F.	550	$ 48,950
30" R.C.P. (RUBBER GASKET)	$ 98.00	L.F.	230	$ 22,540
36" R.C.P.	$ 116.00	L.F.	208	$ 24,128
36" R.C.P. (RUBBER GASKET)	$ 137.50	L.F.	385	$ 52,938
42" R.C.P.	$ 151.00	L.F.	275	$ 41,525
48" R.C.P.	$ 179.00	L.F.	106	$ 18,974
48" R.C.P. (RUBBER GASKET)	$ 201.00	L.F.	580	$ 116,580
7' X 4' R.C.B (RUBBER GASKET)	$ 466.00	L.F.	691	$ 322,006
10' INLET	$ 4,200.00	EA.	32	$ 134,400
15' INLET	$ 5,000.00	EA.	2	$ 10,000
2-GRATE COMBO INLET	$ 5,475.00	EA.	7	$ 38,325
7' X 4' SWO HEADWALL	$ 7,700.00	EA.	1	$ 7,700
4'X4' STORM SEWER MANHOLE	$ 5,700.00	EA.	5	$ 28,500
5'X5' STORM SEWER MANHOLE	$ 6,950.00	EA.	2	$ 13,900
9' X 4' JUNCTION BOX (15' DEEP)	$ 16,350.00	EA.	1	$ 16,350
9' X 6' JUNCTION BOX	$ 13,950.00	EA.	1	$ 13,950
CONNECT TO EXISTING STORM LINE	$ 575.00	EA.	1	$ 575
TRENCH SAFETY	$ 0.10	L.F.	6242	$ 624
TV INSPECTION	$ 1.50	L.F.	6242	$ 9,363
ENGINEERING, PLATTING & STAKING (10%)				$ 112,151
MISCELLANEOUS ITEMS (2.5%)				$ 27,804
TOTAL				**$ 1,261,460**

STORM SEWER (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 56.50	L.F.	516	$ 29,154
18" R.C.P. (RUBBER GASKET)	$ 65.00	L.F.	207	$ 13,455
21" R.C.P.	$ 62.00	L.F.	11	$ 682
30" R.C.P.	$ 89.00	L.F.	115	$ 10,235
33" R.C.P.	$ 102.00	L.F.	106	$ 10,812
10' RECESSED INLET	$ 4,350.00	EA.	7	$ 30,450
4'x4' DROP INLET	$ 3,350.00	EA.	1	$ 3,350
4'X4' STORM SEWER MANHOLE	$ 5,700.00	EA.	1	$ 5,700
5'X5' STORM SEWER MANHOLE	$ 6,950.00	EA.	1	$ 6,950
DETENTION POND OUTLET STRUCTURE	$ 10,375.00	EA.	2	$ 20,750
CONNECT TO EXISTING STORM LINE	$ 575.00	EA.	9	$ 5,175
END AND PLUG 18" RCP	$ 50.00	EA.	2	$ 100
REMOVE EXISTING DROP INLET	$ 450.00	EA.	3	$ 1,350
REMOVE EXISTING CURB INLET	$ 500.00	EA.	1	$ 500
TRENCH SAFETY	$ 0.10	L.F.	955	$ 96
TV INSPECTION	$ 1.50	L.F.	955	$ 1,433
ENGINEERING, PLATTING & STAKING (10%)				$ 2,593
MISCELLANEOUS ITEMS (2.5%)				$ 648
TOTAL				**$ 32,644**

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" REINF. CONCRETE STREET PAVEMENT (25')	$ 42.85	S.Y.	21,136	$ 905,678
6" REINF. CONCRETE STREET PAVEMENT (29')	$ 42.85	S.Y.	6,019	$ 257,914
6" REINF. CONCRETE ALLEY (12')	$ 55.80	S.Y.	9,982	$ 556,996
6" LIME TREATED SUBGRADE	$ 3.55	S.Y.	40,469	$ 143,665
HYDRATED LIME (36 LBS/SY)	$ 170.00	TON	612	$ 104,040
5' SIDEWALK	$ 6.15	S.F.	58,385	$ 359,068
BARRIER FREE RAMPS	$ 2,000.00	EA.	23	$ 46,000
DETECTABLE WARNING AT ALLEY	$ 1,000.00	EA.	29	$ 29,000
STREET NAME BLADE (BRANDON INDUSTRIES)	$ 275.00	EA.	40	$ 11,000
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,325.00	EA.	6	$ 7,950
ENGINEERING, PLATTING & STAKING (10%)				$ 242,131
MISCELLANEOUS ITEMS (2.5%)				$ 60,533
TOTAL				**$ 2,723,974**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
9" REINF. CONCRETE STREET PAVEMENT	$ 55.30	SY.	9055	$ 500,742
8" LIME TREATED SUBGRADE	$ 5.50	SY.	9717	$ 53,444
HYDRATED LIME	$ 170.00	TN.	175	$ 29,750
LAYDOWN MEDIAN NOSE WITH STAMPED CONCRETE	$ 40.00	SY.	171	$ 6,840
CONCRETE STREET HEADER	$ 20.00	LF.	28	$ 560
ROAD BARRICADE	$ 35.00	L.F.	36	$ 1,260.00
CONNECT TO EXISTING	$ 800.00	EA.	1	$ 800
SIDEWALK	$ 6.15	SF.	7600	$ 46,740
BARRIER FREE RAMPS	$ 2,000.00	EA.	5	$ 10,000
STREET NAME BLADES (BRANDON INDUSTRIES)	$ 275.00	EA.	4	$ 1,100
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,325.00	EA.	2	$ 2,650
SAWCUT AND DISPOSE OF CONCRETE CURB & GUTTER	$ 25.00	LF.	1013	$ 25,325
REMOVE EXISTING CONCRETE PAVEMEMT	$ 12.00	SY.	508	$ 6,096
TAFFIC CONTROL	$ 8,000.00	LS.	1	$ 8,000
ENGINEERING, PLATTING & STAKING (10%)				$ 68,531
MISCELLANEOUS ITEMS (2.5%)				$ 17,333
TOTAL				**$ 779,170**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,500.00	L.S.	1	$ 1,500
ENGINEERING REVIEW FEE	$ 10,000.00	L.S.	1	$ 10,000
INSPECTION FEE (4%)	$ 254,169.69	L.S.	1	$ 254,170
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000
MATERIAL TESTING	$ 250.00	LOT.	227	$ 56,750
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000
TOTAL				**$ 342,420**

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

CAMBRIDGE CROSSING PHASE TWO INDIRECT SUMMARY

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE TWO	46.878	**227**	$2,303,000	$10,145	$49,128
TOTAL	**46.878**	**227**	**$2,303,000**	**$10,145**	**$49,128**

NOTES:

1) COSTS EXCLUDE ALL FEES AND COSTS ASSOCIATED WITH ROADWAY AND PUBLIC UTILITY IMPROVEMENTS.
2) ASSUMES MOISTURE CONDITIONING. A GEOTECHNICAL REPORT IS NEEDED TO DETERMINE REQUIREMENTS.
3) DEVELOPER TO CONFIRM LANDSCAPE, SCREENING WALL, ENTRY MONUMENTATION COSTS WITH APPROPRIATE CONSULTANT

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

CAMBRIDGE CROSSING PHASE TWO - INDIRECT DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE/POST EROSION CONTROL	$ 400.00	LOT	227	$ 90,800.00
MISCELLANEOUS ITEMS (5%)				$ 5,200.00
TOTAL				**$ 96,000.00**

EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,080.00	AC.	31.4	$ 33,889.00
LOT EXCAVATION (NORTH)	$ 2.37	C.Y.	5,730	$ 13,580.00
LOT EXCAVATION (SOUTH)	$ 2.47	C.Y.	19,378	$ 47,864.00
IMPORT	$ 8.15	C.Y.	3174	$ 25,865.00
HAUL EXCESS AND PLACE	$ 8.95	C.Y.	8796	$ 78,720.00
MOISTURE CONDITION PADS	$539,195.00	LS.	1	$ 539,195.00
INSTALL POLY ON LOTS (ZONE 2 NORTH)	$ 760.00	LOT	10	$ 7,600.00
INSTALL POLY ON LOTS (ZONE 2 SOUTH)	$ 440.00	LOT	174	$ 76,560.00
INSTALL POLY ON LOTS (ZONE 3 SOUTH)	$ 520.00	LOT	4	$ 2,080.00
INITIAL LOT BENCHING (NORTH)	$ 260.00	LOT	29	$ 7,540.00
INITIAL LOT BENCHING (SOUTH)	$ 140.00	LOT	198	$ 27,720.00
FINAL LOT BENCHING (NORTH)	$ 260.00	LOT	29	$ 7,540.00
FINAL LOT BENCHING (SOUTH)	$ 140.00	LOT	198	$ 27,720.00
MISCELLANEOUS ITEMS (5%)				$ 45,127.00
TOTAL				**$ 941,000.00**

RETAINING WALL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
LOT WALLS	$ 44,956.00	LS.	1	$ 44,956.00
MISCELLANEOUS ITEMS (5%)				$ 3,044.00
TOTAL				**$ 48,000.00**

AMENITY IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

MISCELLANEOUS ON-SITE IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
ELECTRIC & GAS SERVICE (INCLUDES STREET LIGHT	$ 2,920.00	LOT	227	$ 662,840.00
FRANCHISE UTILITY SLEEVES	$ 10.00	L.F.	600	$ 6,000.00
MISCELLANEOUS ITEMS (5%)				$ 34,160.00
TOTAL				**$ 703,000.00**

MISCELLANEOUS FEES	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
ENGINEERING	$ 61,165.00	%	1	$ 61,165.00
STAKING	$ 32,935.00	%	1	$ 32,935.00
FINAL GEO-TECH REPORT	$ 350.00	LOT	227	$ 79,450.00
PARK FEE	$ 1,500.00	LOT	227	$ 340,500.00
TOTAL				**$ 515,000.00**

GRAND TOTAL	$ 2,303,000.00

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

APPENDIX C
PHASE #2 LEGAL DESCRIPTION

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Phase #2

LEGAL DESCRIPTION
46.878 ACRES

TRACT ONE

BEING a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, City of Celina, Collin County, Texas, and being part of that tract of land described as Tract 1, as conveyed in Deed to Tollway/Outer Loop, L.P., according to the document of record filed in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow cap stamped "DAA" found in the north line of Punk Carter, a variable width right-of-way, and the common southeast corner of said Tract 1, and the southwest corner of that tract of land conveyed in Deed to Celina Station LP, and Paramount Soft LP, according to the document of record filed in Document Number 20201216002261440, Official Public Records, Collin County, Texas;

THENCE With said north line, the following courses and distances:

N 89° 59' 51" W, a distance of 836.68 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

N 86° 11' 01" W, a distance of 150.33 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

N 89° 59' 51" W, a distance of 200.00 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the south end of a corner clip;

THENCE N 45° 38' 00" W, with said corner clip, a distance of 35.75 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the north end of said corner clip, said being in the east line of Huddleston Drive, a 90' right-of-way, at the beginning of a curve to the left having a central angle of 10° 07' 55", a radius of 1,495.00 feet and a chord bearing and distance of N 06° 48' 51" W, 264.02 feet;

THENCE With the east line of Huddleston Drive, a 90' right-of-way, the following courses and distances:

With said curve to the left, an arc distance of 264.37 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the beginning of a curve to the right having a central angle of 41° 55' 46", a radius of 547.00 feet and a chord bearing and distance of N 09° 05' 04" E, 391.42 feet;

With said curve to the right, an arc distance of 400.30 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

N 30° 02' 57" E, a distance of 918.01 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the beginning of a curve to the left having a central angle of 03° 31' 19", a radius of 1,045.00 feet and a chord bearing and distance of N 28° 17' 18" E, 64.23 feet;

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

With said curve to the left, an arc distance of 64.24 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found in said east line, for the common northwest corner of the above mentioned Tollway/Outer Loop, L.P. tract, and the southwest corner of that tract of land described as Commercial Parcel 7, conveyed in Deed to Tollway/Outer Loop Commercial, L.P., according to the document of record filed in Document Number 20180524000635960, Official Public Records, Collin County, Texas;

THENCE Leaving the east line of Huddleston Drive, a 90’ right-of-way, and with the north line of said Tract 1, the following courses and distances:

S 84° 13' 10" E, a distance of 55.87 feet to a 1/2" iron rod set;

S 59° 57' 03" E, a distance of 132.42 feet to a 1/2" iron rod set;

N 89° 46' 31" E, a distance of 502.08 feet to a 1/2" iron rod set in the west line of the above mentioned Celina Station LP, and Paramount Soft LP tract, for the common northeast corner of said Tract 1, and the southeast corner of said Commercial Parcel 7;

THENCE S 00° 45' 23" E, with said west line, a distance of 1,465.06 feet to the **POINT OF BEGINNING**, and containing 36.245 acres of land, more or less.

TRACT TWO

BEING a tract of land situated in the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, City of Celina, Collin County, Texas, and being part of that tract of land described as Tract 2, as conveyed in Deed to Tollway/Outer Loop, L.P., according to the document of record filed in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being part of that tract of land described as Right-Of-Way #1 as conveyed in Street Right-Of-Way Deed to City of Celina, Texas, according to the document of record filed in Document Number 20180830001092870, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow cap stamped “DAA” found in the south line of that tract of land described as Tract V as conveyed in Deed to G Bar 7, LTD., according to the document of record filed in Volume 5850, Page 999, Official Public Records, Collin County, Texas, for the northeast corner of Lot 1, Block K, CAMBRIDGE CROSSING PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Document Number 20200212010000590, Official Public Records, Collin County, Texas;

THENCE N 89° 38' 12" E, with the south line of said Tract V, a distance of 674.42 feet to a 1/2" iron rod found in the west line of that tract of land conveyed in Deed to Stiles Family Limited Partnership, according to the document of record filed in Document Number 97-0009838, Official Public Records, Collin County, Texas, for the common northeast corner of said Right-Of-Way #1 and the southeast corner of said Tract V;

THENCE S 00° 14' 13" E, with a common east line of said Right-Of-Way #1 and the west line of said Stiles

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Family Limited Partnership tract, a distance of 650.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the most easterly northeast corner of said Addition;

THENCE S 89° 38' 12" W, with the north line of Block J of said Addition, a distance of 484.27 feet to a 1/2" iron rod with a yellow cap stamped “DAA” found for the northwest corner of Lot 1, Block J, of said Addition;

THENCE S 76° 41' 02" W, a distance of 50.02 feet to a 1/2" iron rod with a yellow cap stamped “DAA” found for the northwest corner of Lot 23, Block I, of said Addition;

THENCE S 57° 34' 12" W, with the north line of said Lot 23, a distance of 120.17 feet to a 1/2" iron rod with a yellow cap stamped “DAA” found for the most easterly southeast corner of Lot 26, Block I, of said Addition;

THENCE N 33° 37' 42" W, leaving the north line of said Lot 23 and with the east line of said Lot 26, a distance of 144.26 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found in the south line of Coventry Drive, a 50’ right-of-way, for the north corner of said Lot 26, said being at the beginning of a non-tangent curve to the right, having a central angle of 05° 45' 28", a radius of 515.00 feet and a chord bearing and distance of N 59° 15' 02" E, 51.73 feet;

THENCE With the south line of said Coventry Drive and said curve to the right, an arc distance of 51.75 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

THENCE N 27° 52' 14" W, a distance of 50.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the southeast corner of Lot 9, Block K of said Addition;

THENCE N 27° 02' 29" W, with the east line of said Lot 9, a distance of 46.67 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for an interior ell corner of said Lot 9;

THENCE N 00° 45' 41" W, with the east line of Block K of said Addition, a distance of 371.95 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found in the south line of Lot 2, Block K of said Addition, for the northeast corner of Lot 3, Block K of said Addition;

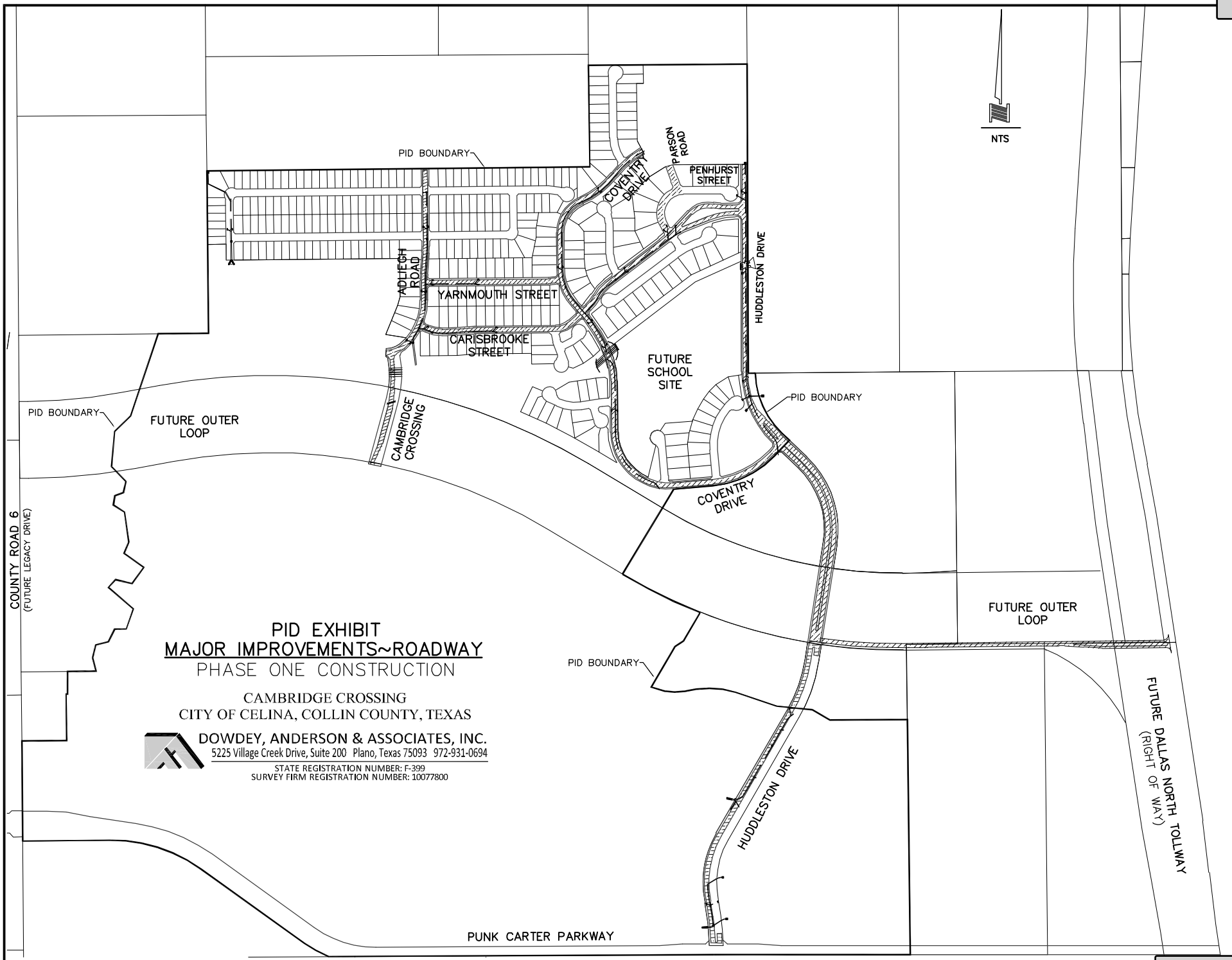
THENCE N 89° 14' 19" E, with the south line of said Lot 2, a distance of 43.83 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the southeast corner of said Lot 2;

THENCE N 00° 45' 41" W, with the east line of Block K of said Addition, a distance of 119.92 feet to the **POINT OF BEGINNING**, and containing 10.633 acres of land, more or less.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

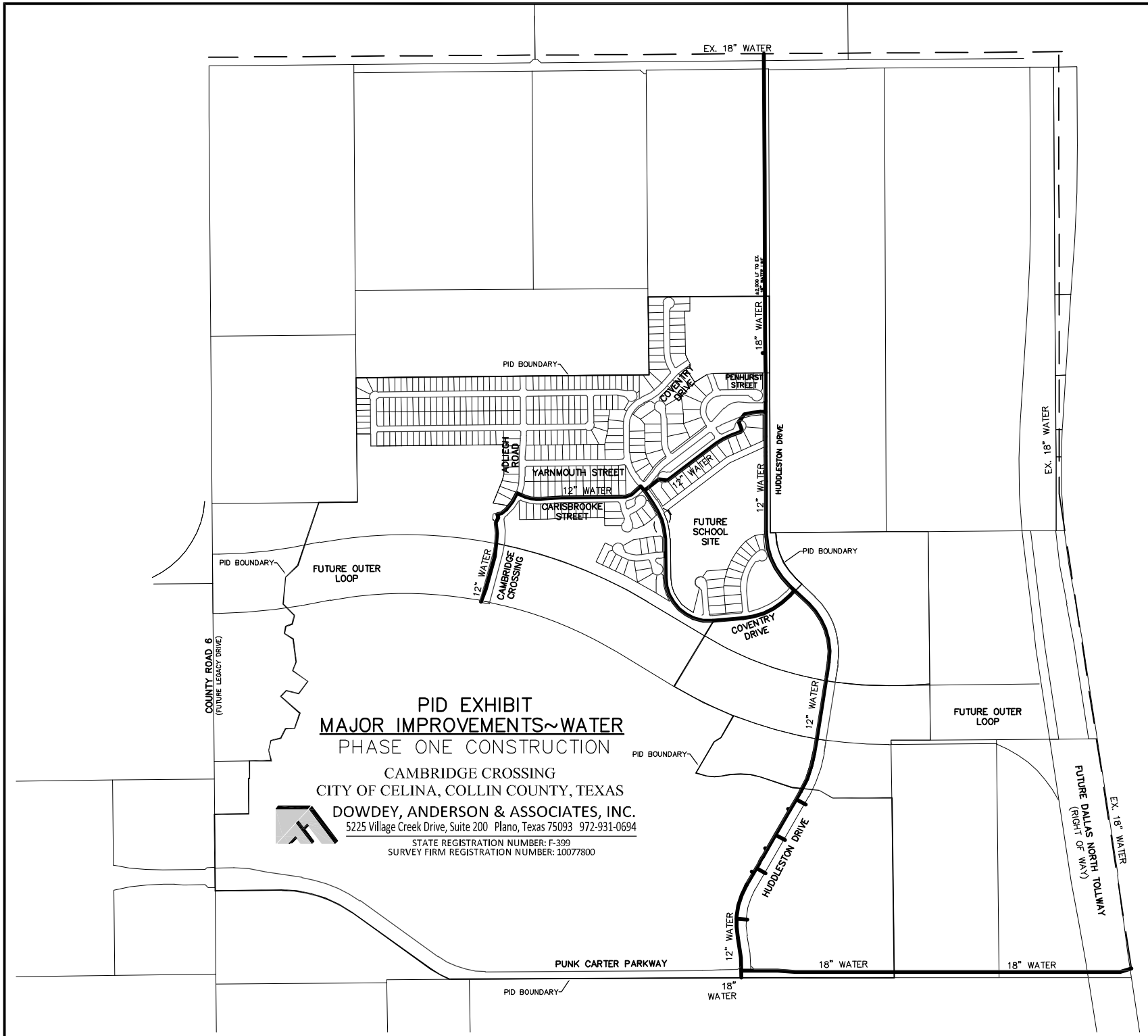


PID EXHIBIT
MAJOR IMPROVEMENTS~ROADWAY
PHASE ONE CONSTRUCTION

CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

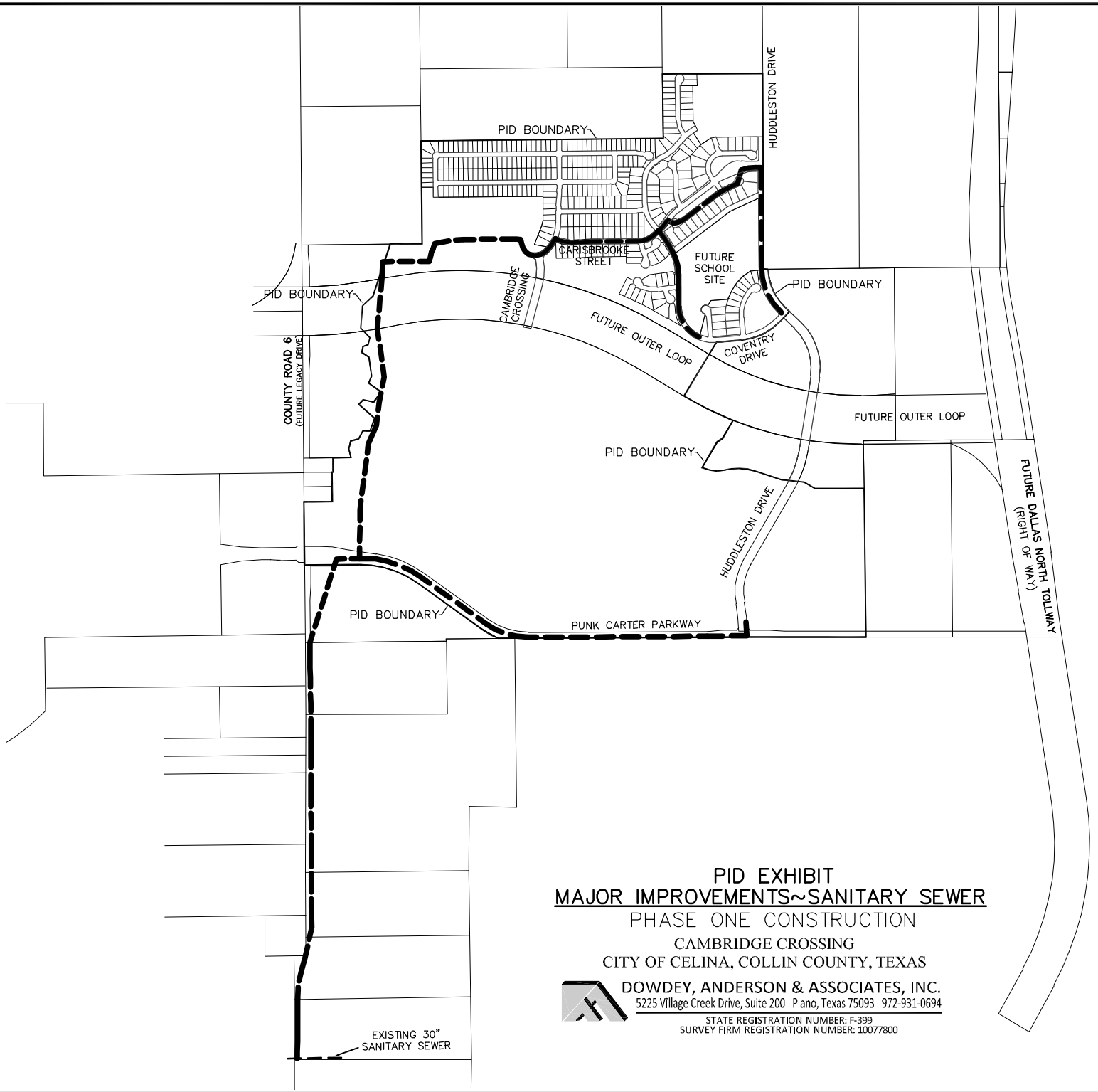
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)



NTS

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

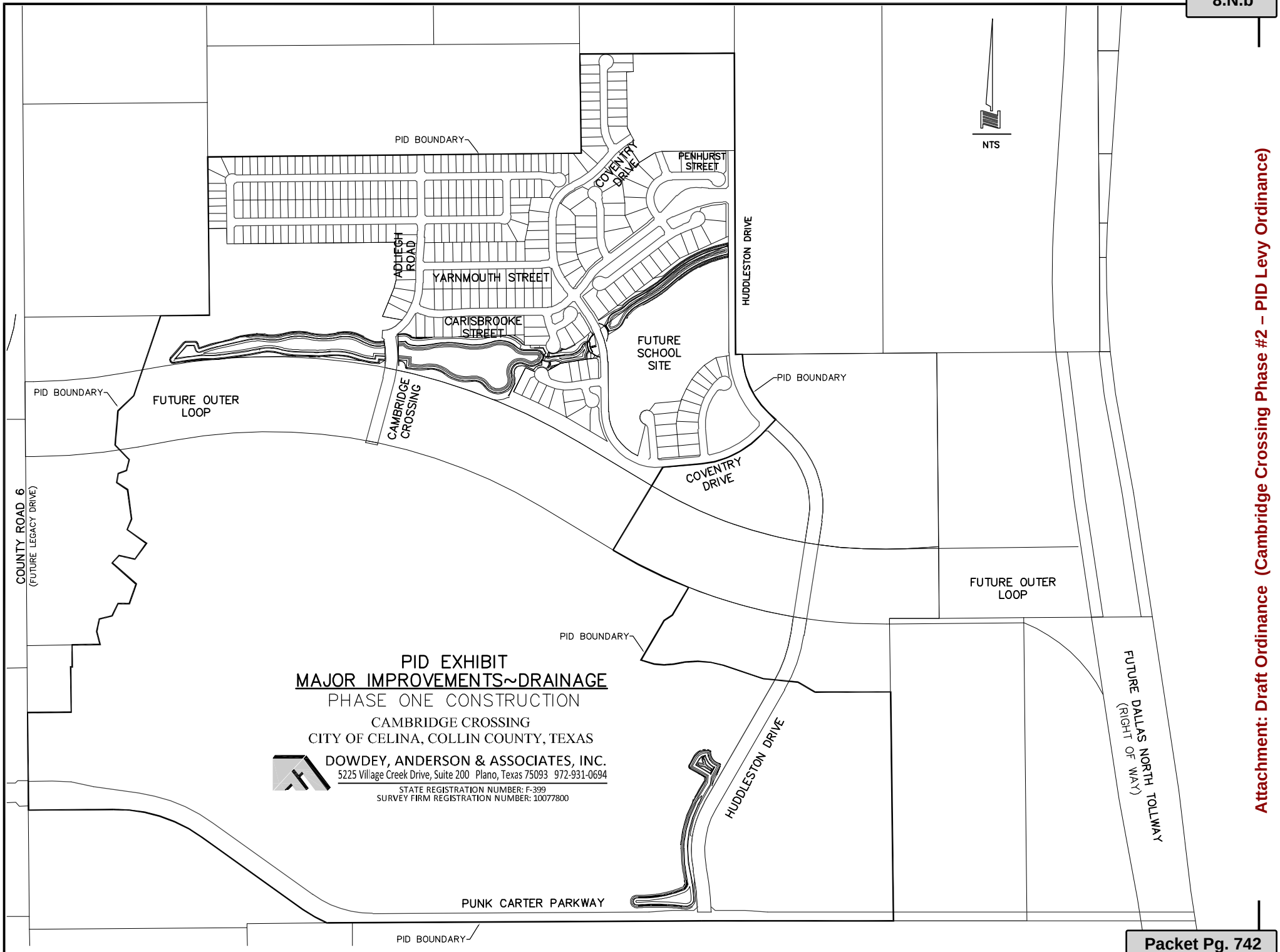


PID EXHIBIT
MAJOR IMPROVEMENTS~SANITARY SEWER
PHASE ONE CONSTRUCTION

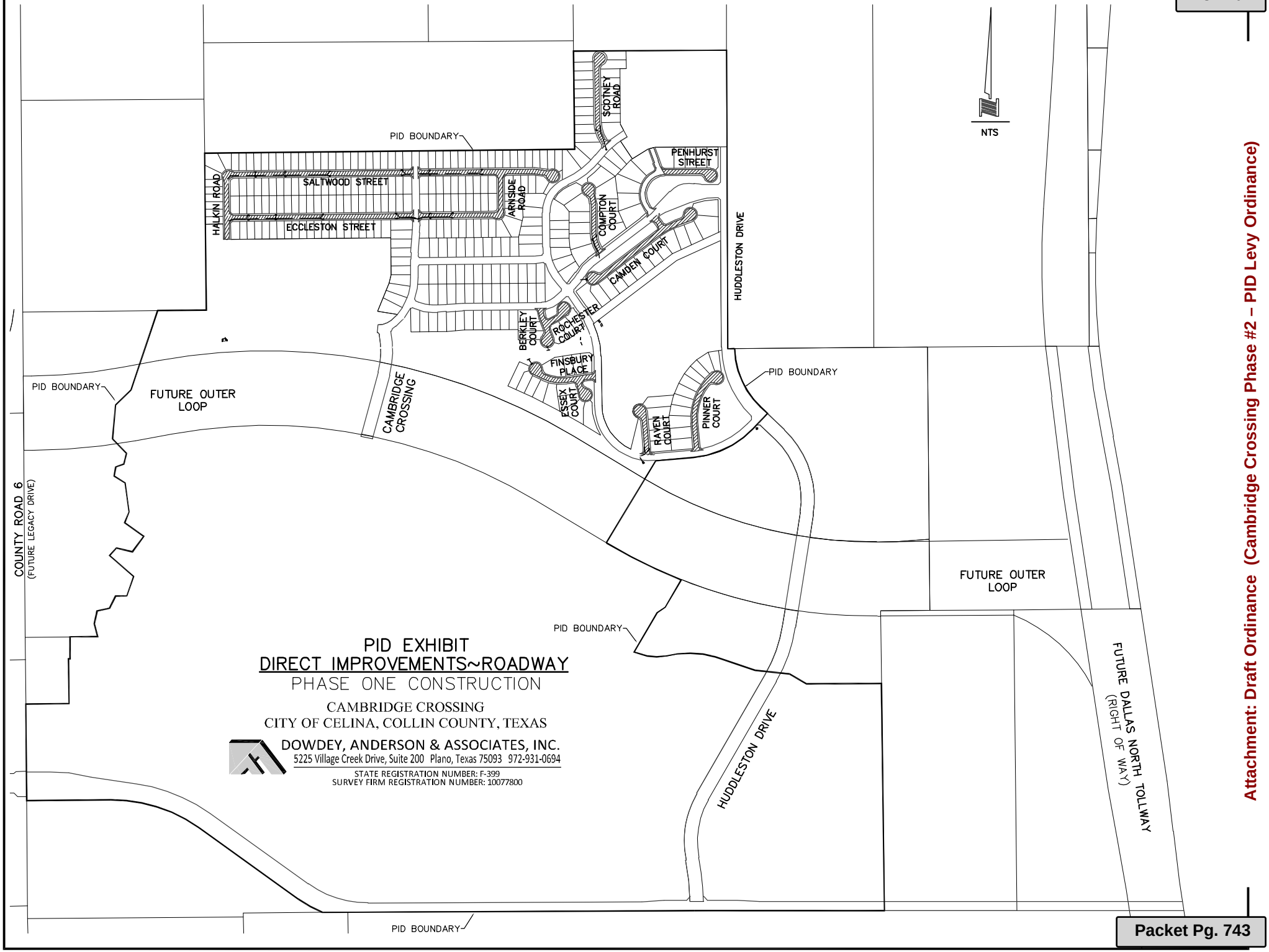
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
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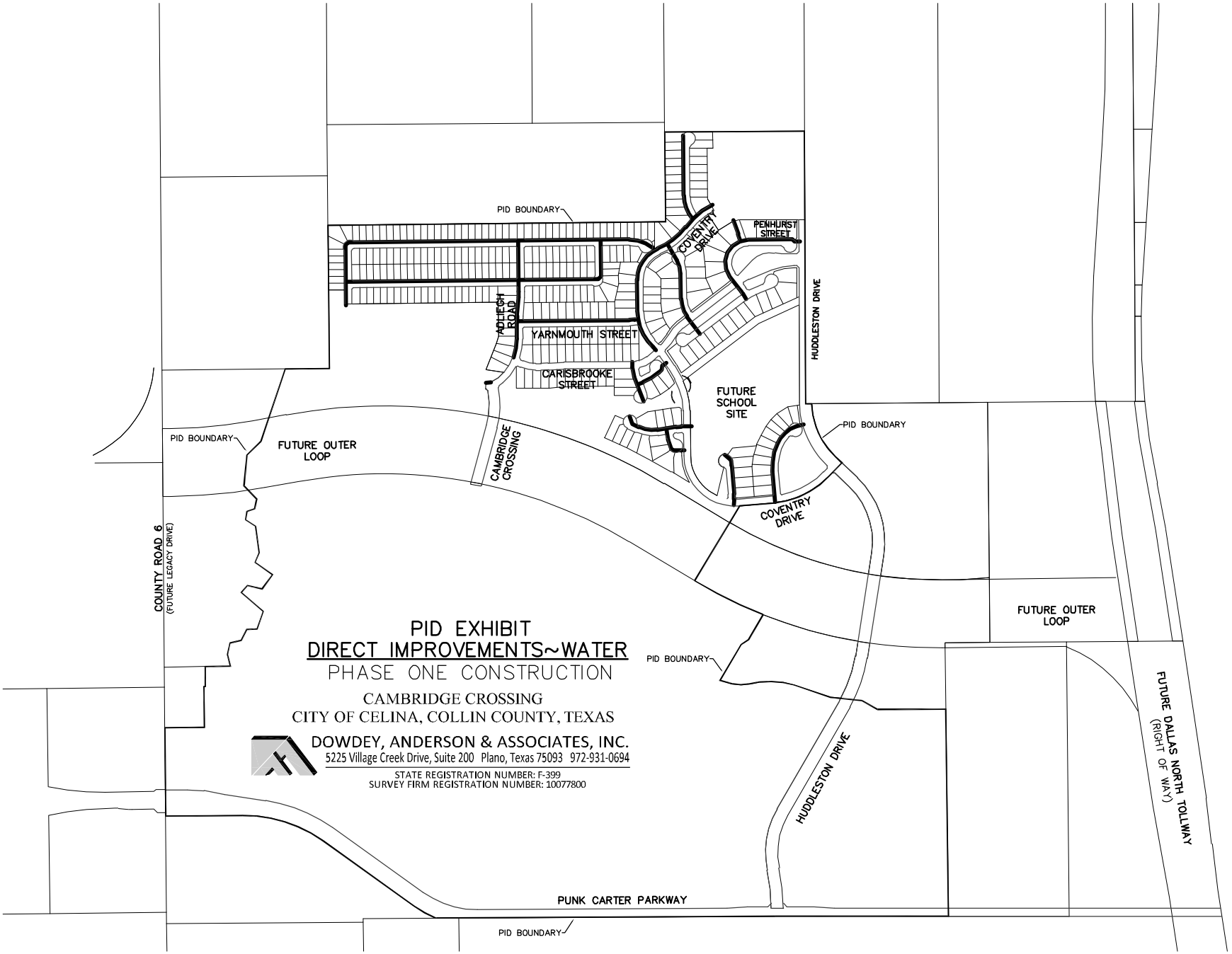


PID EXHIBIT
DIRECT IMPROVEMENTS~ROADWAY
PHASE ONE CONSTRUCTION

CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

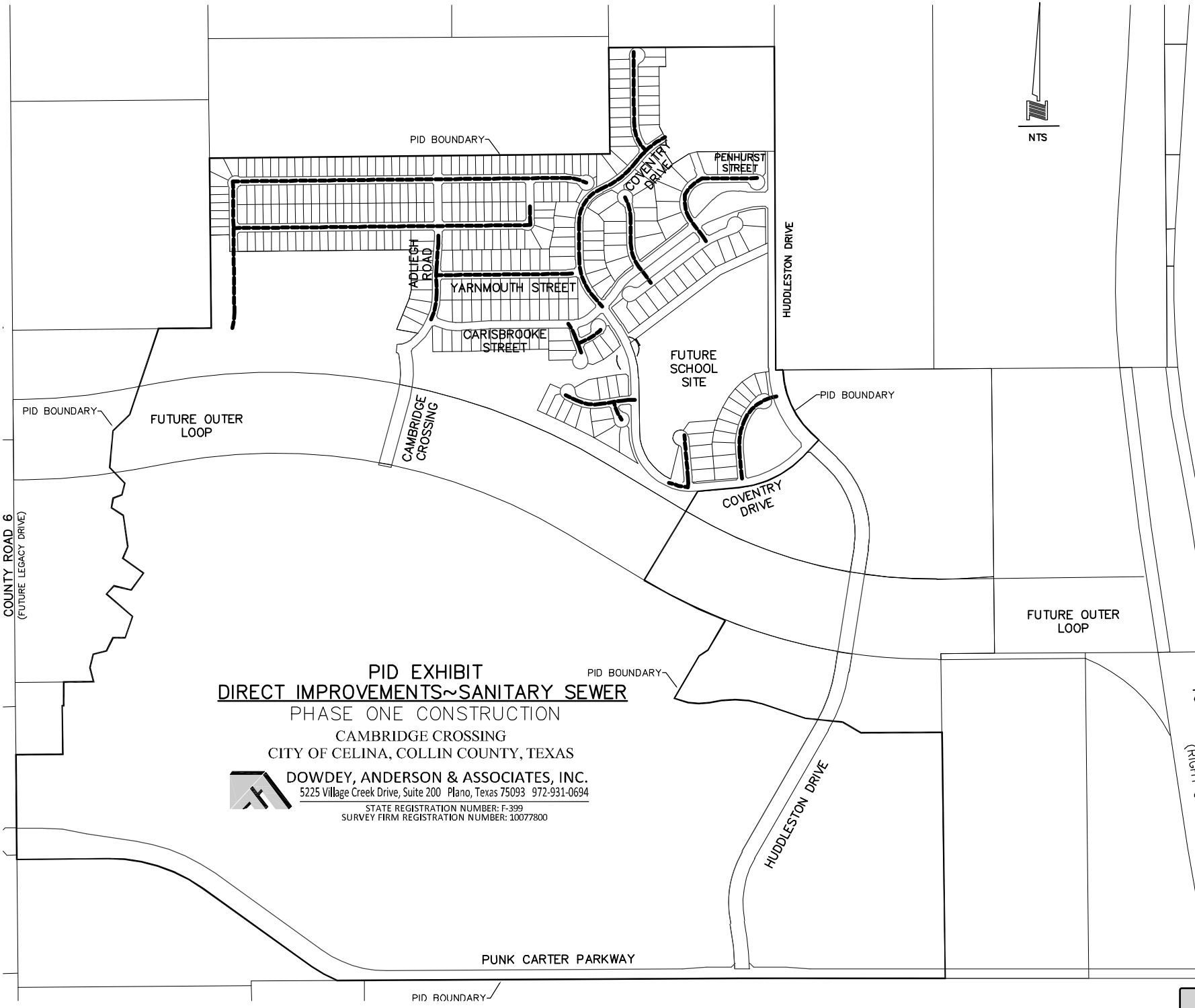


PID EXHIBIT
DIRECT IMPROVEMENTS~WATER
PHASE ONE CONSTRUCTION

CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

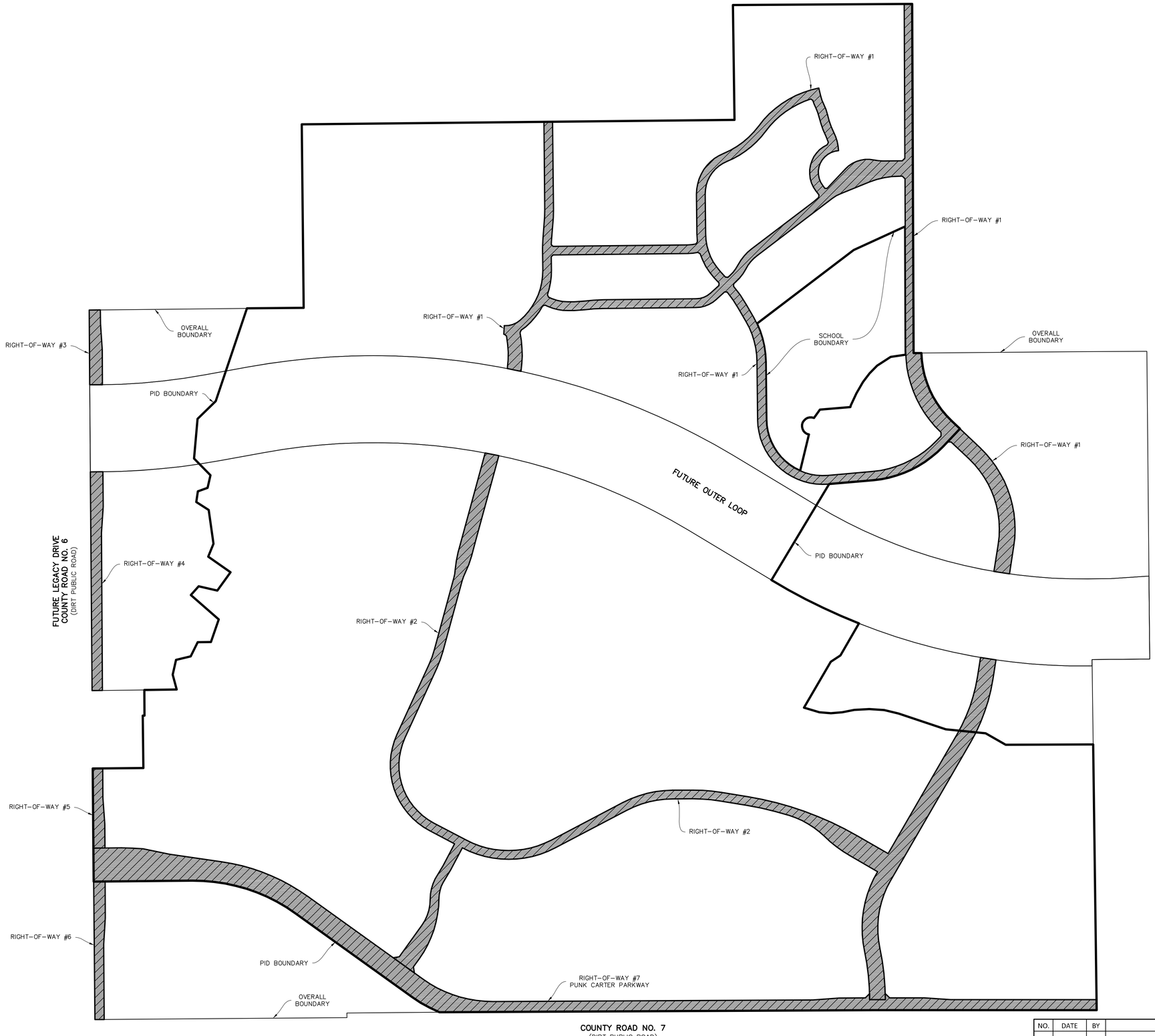
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)



LEGEND

RIGHT-OF-WAY

RIGHTS-OF-WAY AREA TABLE	
NAME	NET AREA (ACRES/SQ.FT.)
RIGHT-OF-WAY #1	16.098 ACRES (701,240 SQ.FT.)
RIGHT-OF-WAY #2	12.504 ACRES (544,680 SQ.FT.)
RIGHT-OF-WAY #3	0.692 ACRES (30,131 SQ.FT.)
RIGHT-OF-WAY #4	1.818 ACRES (79,190 SQ.FT.)
RIGHT-OF-WAY #5	0.646 ACRES (28,146 SQ.FT.)
RIGHT-OF-WAY #6	1.043 ACRES (45,451 SQ.FT.)
RIGHT-OF-WAY #7	12.289 ACRES (535,292 SQ.FT.)
OVERALL TOTAL:	45.090 ACRES (1,964,130 SQ.FT.)

NOTE:

OF THE 45.090 ACRES OF ROW BEING ACQUIRED, 38.779 ACRES IS WITHIN THE PID AND 6.311 ACRES IS OUTSIDE THE PID.

NO.	DATE	BY	REVISION

PID MAJOR IMPROVEMENTS
ROW ACQUISITION
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

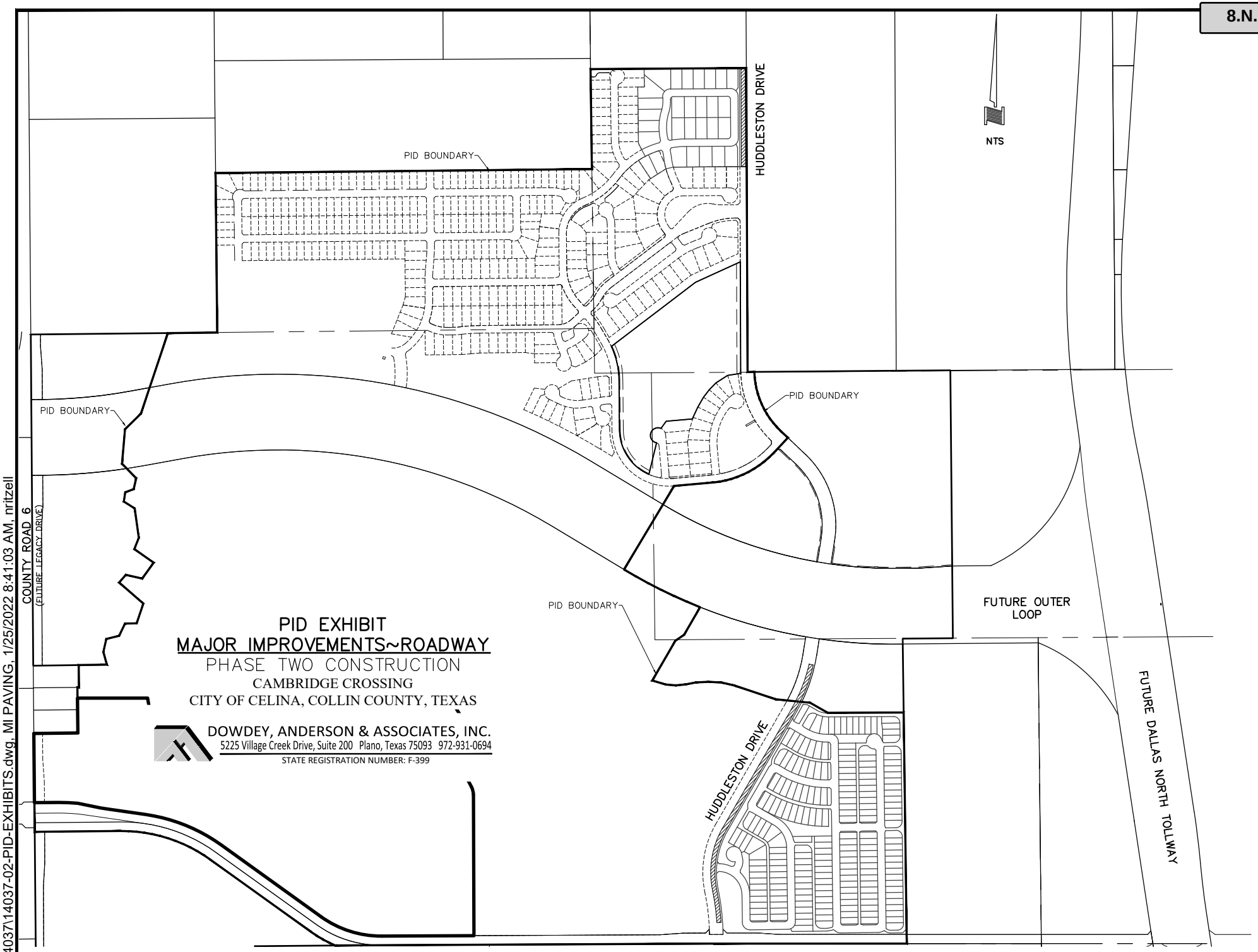
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
DAA	DAA	DAA	2018-06-18	N.T.S.	14037	1 / 1

PLATE

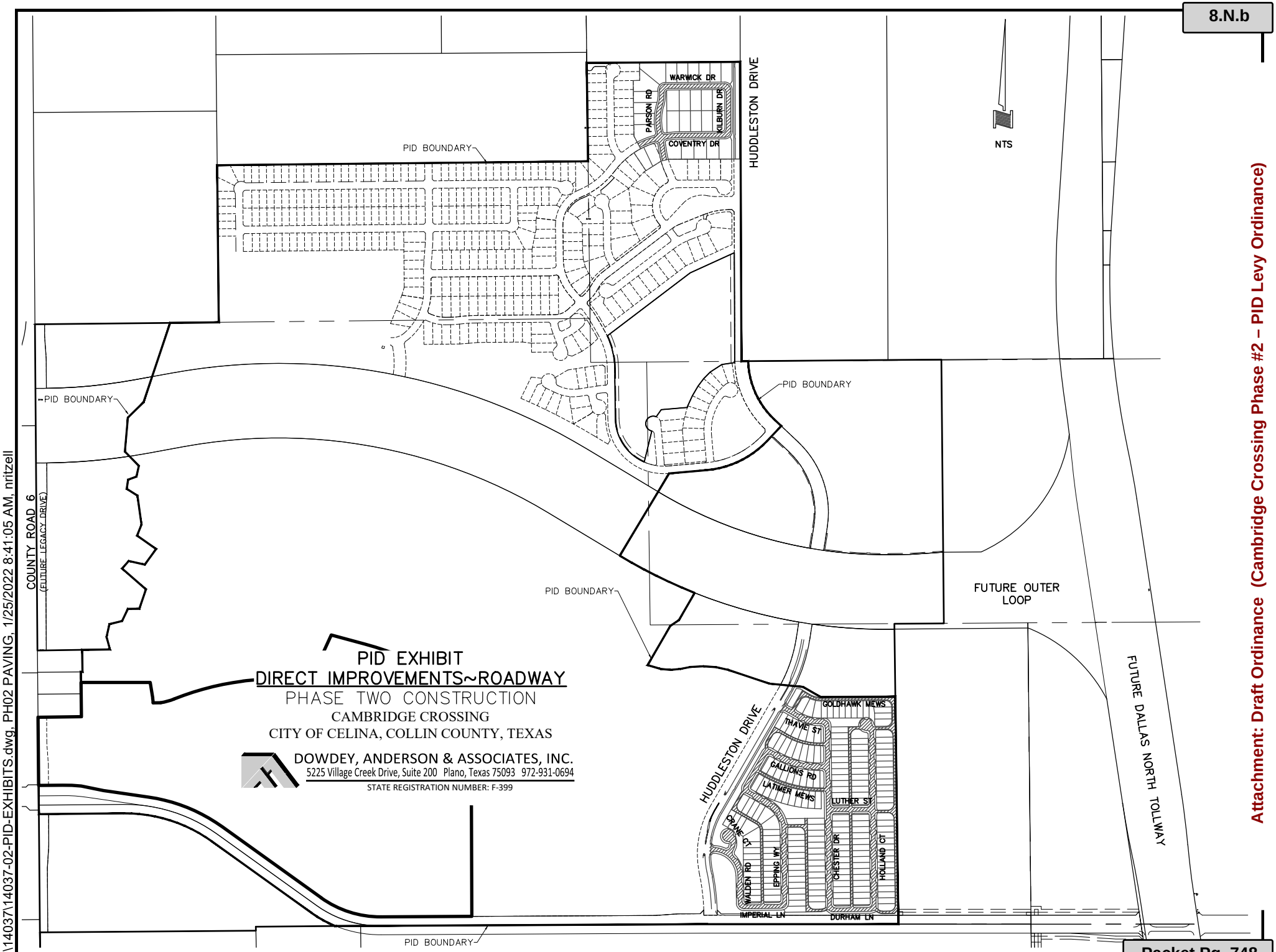
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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)



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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

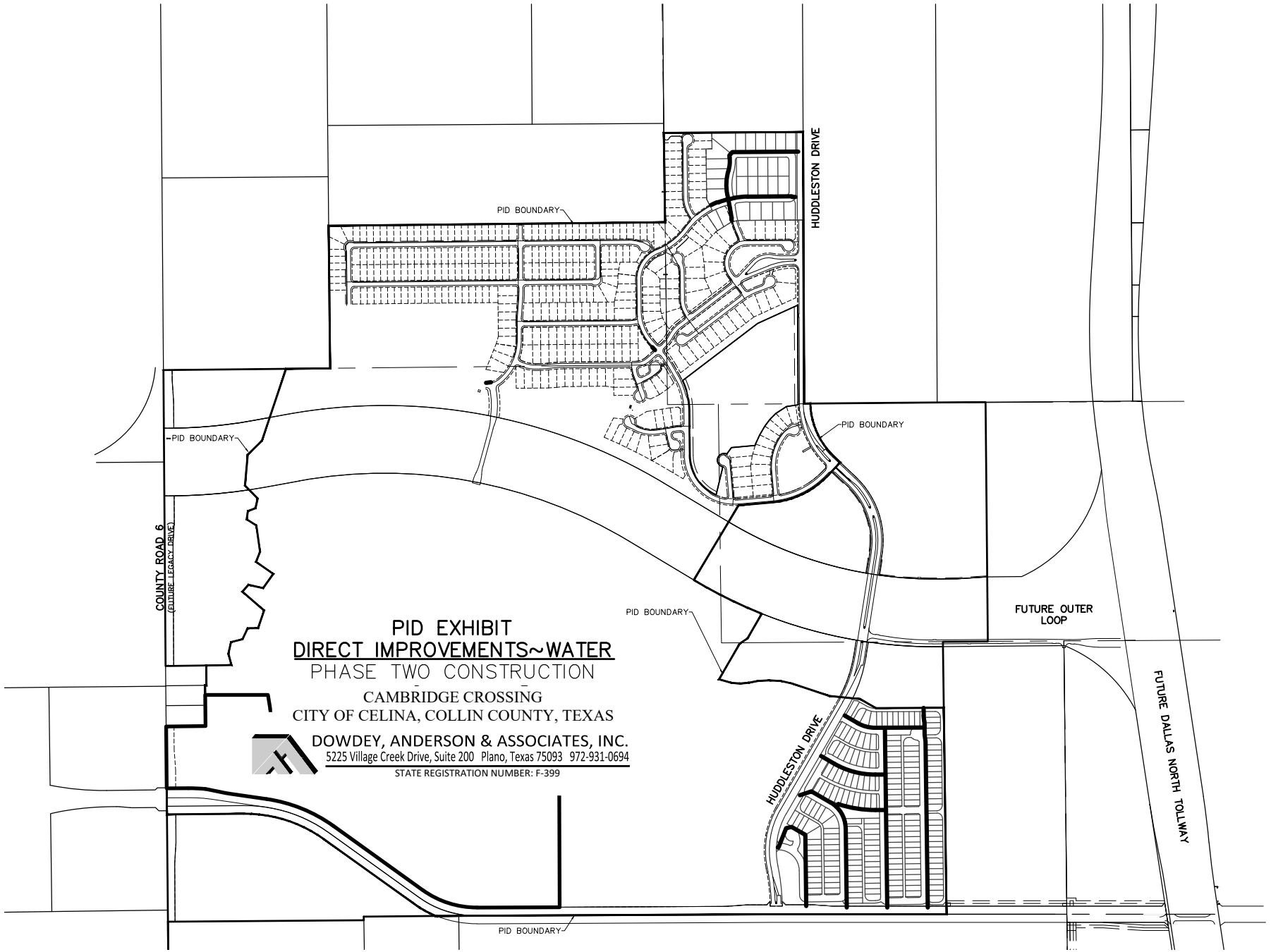


PID EXHIBIT
DIRECT IMPROVEMENTS~ROADWAY
PHASE TWO CONSTRUCTION
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

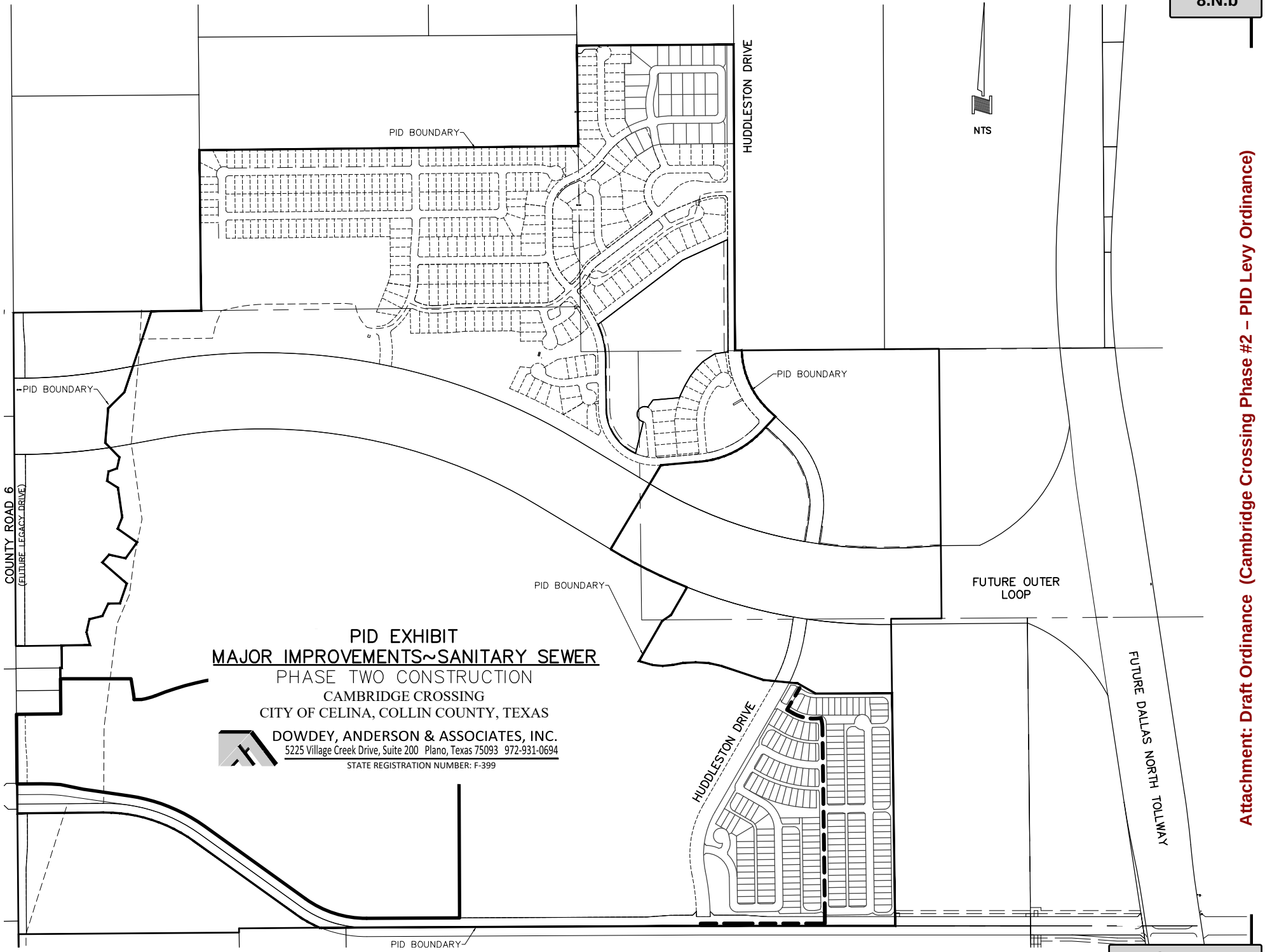
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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)



Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

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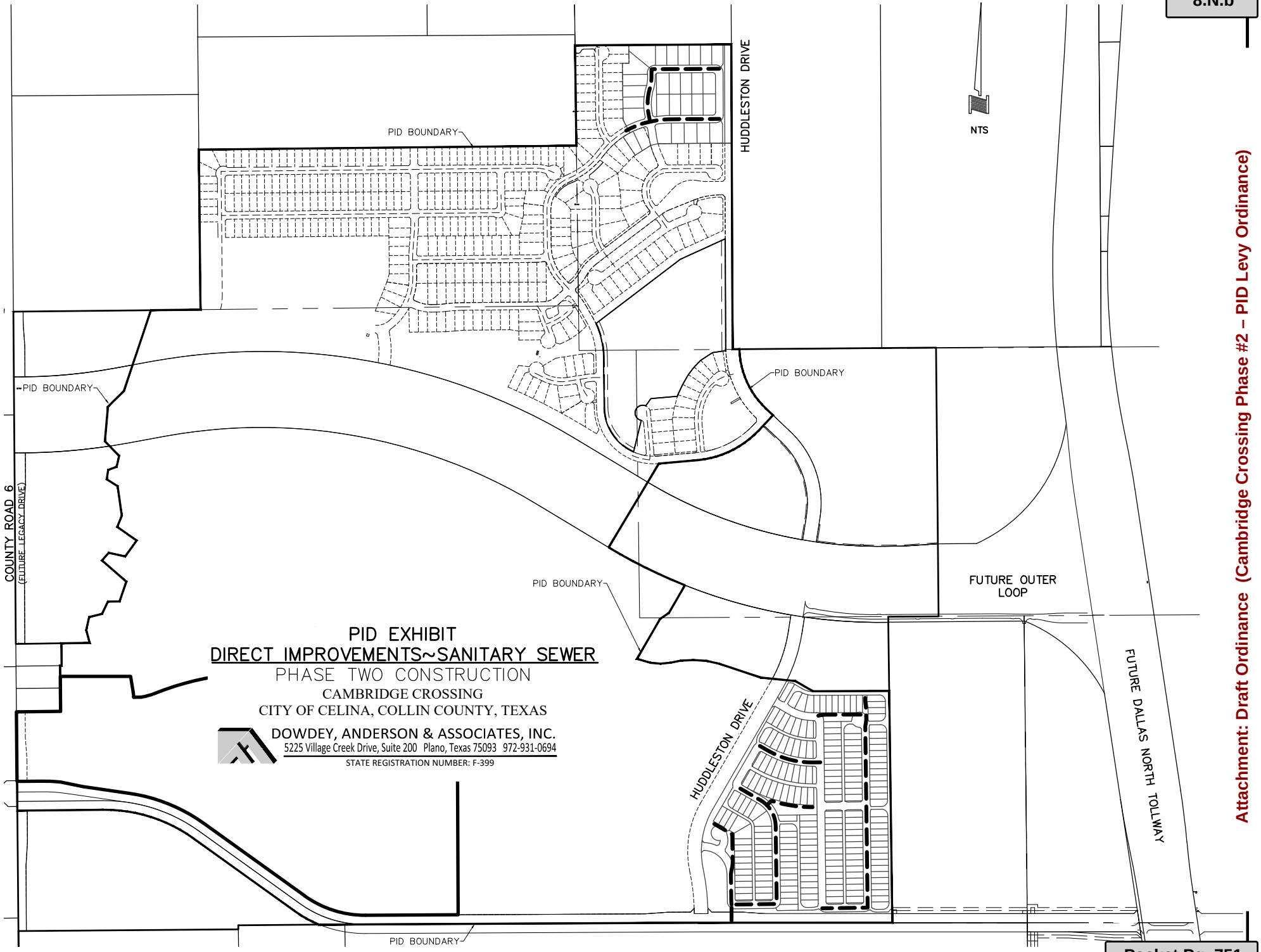
PID EXHIBIT
MAJOR IMPROVEMENTS~SANITARY SEWER
PHASE TWO CONSTRUCTION

CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

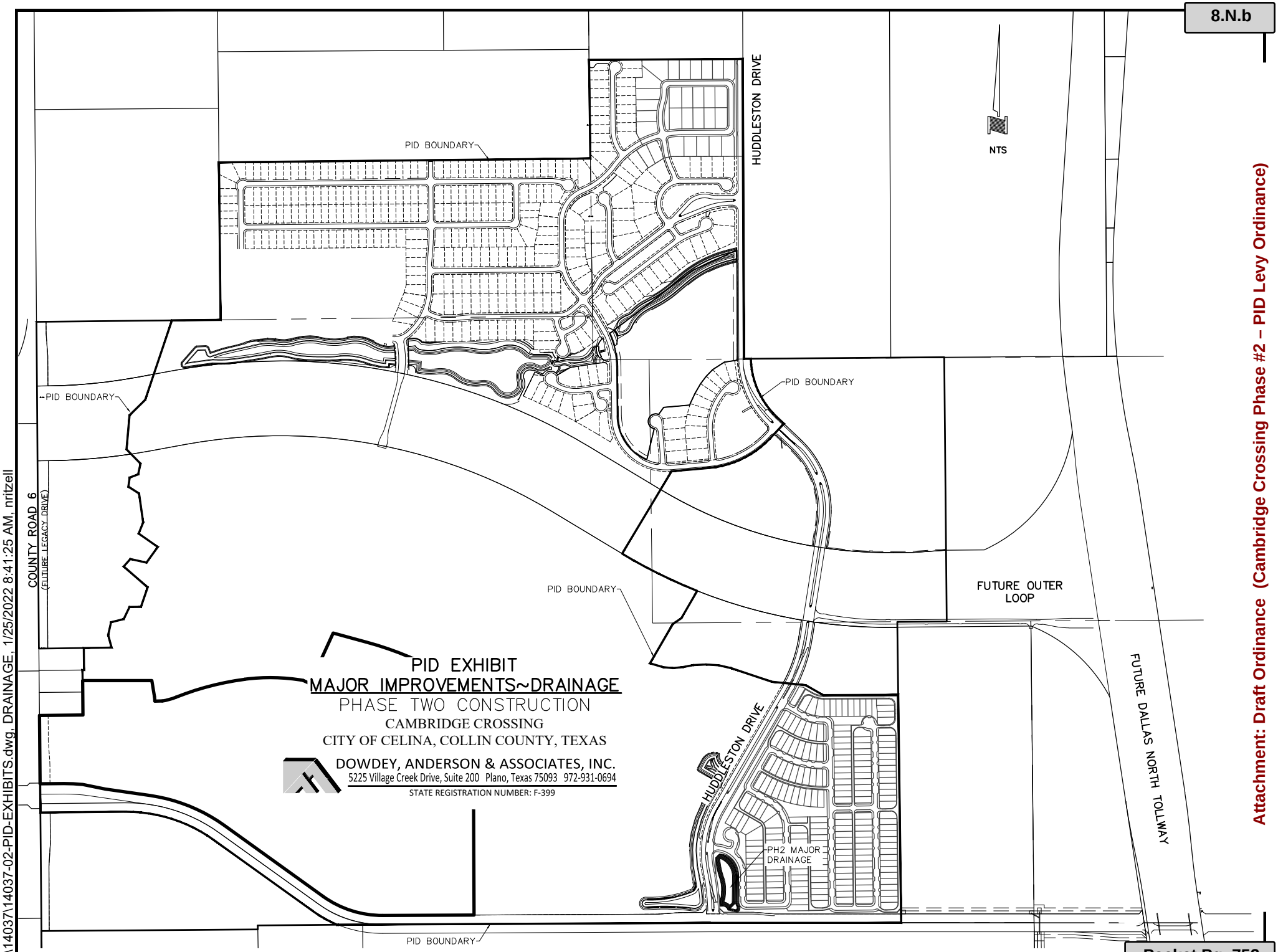


PID EXHIBIT
DIRECT IMPROVEMENTS~SANITARY SEWER
PHASE TWO CONSTRUCTION
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)



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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

APPENDIX E
HOMEBUYER DISCLOSURE

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Cambridge Crossing Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of five Lot Types.

"Lot Type 1" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 74 feet, as provided in the Zoning Ordinance.

"Lot Type 2" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by Zoning Ordinance.

"Lot Type 3" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by Zoning Ordinance.

"Lot Type 4" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 84 feet, as provided by Zoning Ordinance.

"Lot Type 5" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 40 feet, as provided by Zoning Ordinance.

A) Proposed Development

Table F-1 shows the original proposed residential Lot Types to be developed within the PID.

Table F-1
Proposed Development within the PID – Original

Description	Proposed Development	
Lot Type 1 (74 Ft)	152	Units
Lot Type 2 (60 Ft)	537	Units
Lot Type 3 (50 Ft)	839	Units
Total	**1,528**	**Units**

Table F-2 shows the 2022 revised proposed residential Lot Types to be developed within the PID.

Table F-2
Proposed Development within the PID – 2022 Revised

Description	Proposed Development	
Lot Type 1 (74 Ft)	7	Units
Lot Type 2 (60 Ft)	200	Units
Lot Type 3 (50 Ft)	491	Units
Lot Type 4 (84 Ft)	634	Units
Lot Type 5 (40 Ft)	198	Units
Total	**1,530**	**Units**

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table F-3 shows the original proposed residential Lot Types to be developed within the Phases #2-7 Major Improvement Area (including the Lots being developed in Phase #2).

Table F-3
Proposed Development – Phases #2-7 Major Improvement Area - Original

Description	Proposed Development	
Lot Type 1 (74 Ft)	109	Units
Lot Type 2 (60 Ft)	415	Units
Lot Type 3 (50 Ft)	674	Units
Total	**1,198**	**Units**

Table F-4 shows the 2022 revised proposed residential Lot Types to be developed within the Phases #2-7 Major Improvement Area.

Table F-4
Proposed Development – Phases #2-7 Major Improvement Area – 2022 Revised

Description	Proposed Development	
Lot Type 1 (74 Ft)	157	Units
Lot Type 2 (60 Ft)	369	Units
Lot Type 3 (50 Ft)	469	Units
Lot Type 4 (84 Ft)	7	Units
Lot Type 5 (40 Ft)	198	Units
Total	**1,200**	**Units**

Table F-5 shows the proposed residential Lot Types to be developed within Phase #1.

Table F-5
Proposed Development – Phase #1

Description	Proposed Development	
Lot Type 1 (74 Ft)	43	Units
Lot Type 2 (60 Ft)	122	Units
Lot Type 3 (50 Ft)	165	Units
Total	**330**	**Units**

Table F-6 shows the proposed residential Lot Types to be developed within Phase #2.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table F-6
Proposed Development – Phase #2

Description	Proposed Development	
Lot Type 1 (74 Ft)	20	Units
Lot Type 2 (60 Ft)	2	Units
Lot Type 4 (84 Ft)	7	Units
Lot Type 5 (40 Ft)	198	Units
Total	**227**	**Units**

B) Calculation of Equivalent Units

As explained under Section V.D for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements shall be allocated to the parcel of the Assessed Property receiving benefit from such Authorized Improvements by spreading the entre Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 84 Ft, 74 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council originally determined that allocating the Assessments among Parcels of Assessed Property based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. The original classifications (from Lot Type 1 (74 Ft Lots) representing the highest value to Lot Type 3 (50 Ft Lot) representing the lowest value for residential lots). Originally, the Assessments were allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the original Equivalent Unit factor for Lot Type 1 (74 Ft Lots) to 1.0.

Table F-7 shows the original Equivalent Unit Factors within the PID.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table F-7
Equivalent Unit Factors – Original

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor[1]
Lot Type 1 (74 Ft)	$592,000	1.00 per dwelling unit
Lot Type 2 (60 Ft)	$480,000	0.81 per dwelling unit
Lot Type 3 (50 Ft)	$400,000	0.68 per dwelling unit

[1]The Equivalent Unit Factors are rounded to two decimal places.

In light of changes to the development process and per request from the Developer, the Lot Type classifications described above have been updated by the City Council. These classifications (from Lot Type 4 (84 Ft Lots) representing the highest value to Lot Type 5 (40 Ft Lot) representing the lowest value for residential lots). Equivalent Units are the ratio of the average value of lots within each assessment class, setting the updated Equivalent Unit factor for Lot Type 4 (84 Ft Lots) to 1.0.

Table F-8 shows the 2022 revised Equivalent Unit Factors within the PID.

Table F-8
Equivalent Unit Factors – 2022 Revised

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor[1]
Lot Type 1 (74 Ft)	$730,000	0.91 per dwelling unit
Lot Type 2 (60 Ft)	$630,000	0.79 per dwelling unit
Lot Type 3 (50 Ft)	$570,000	0.71 per dwelling unit
Lot Type 4 (84 Ft)	$800,000	1.00 per dwelling unit
Lot Type 5 (40 Ft)	$475,000	0.59 per dwelling unit

[1]The Equivalent Unit Factors are rounded to two decimal places.

The original total estimated Equivalent Units for the Phases #2-7 Major Improvement Area are shown in Table F-9 as calculated based on the original Equivalent Unit factors shown in Table F-7, estimated Lot Types and number of units originally estimated to be built within the Phases #2-7 Major Improvement Area.

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table F-9
Estimated Equivalent Units – Phases #2-7 Major Improvement Area – Original

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	109	1.00	109.00
Lot Type 2 (60 Ft)	415	0.81	336.15
Lot Type 3 (50 Ft)	674	0.68	458.32
Total	**1,198**		**903.47**

The 2022 revised total estimated Equivalent Units for the Phases #2-7 Major Improvement Area are shown in Table F-10 as calculated based on the 2022 revised Equivalent Unit factors shown in Table F-8, estimated Lot Types and number of units estimated to be built within the Phases #2-7 Major Improvement Area.

Table F-10
Estimated Equivalent Units – Phases #2-7 Major Improvement Area – 2022 Revised

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	157	0.91	142.87
Lot Type 2 (60 Ft)	369	0.79	291.51
Lot Type 3 (50 Ft)	469	0.71	332.99
Lot Type 4 (84 Ft)	7	1.00	7.00
Lot Type 5 (40 Ft)	198	0.59	116.82
Total	**1,200**		**891.19**

The total estimated Equivalent Units for Phase #1 are shown in Table F-11 as calculated based on the original Equivalent Unit factors shown in Table F-7, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-11
Estimated Equivalent Units – Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	43	1.00	43.00
Lot Type 2 (60 Ft)	122	0.81	98.82
Lot Type 3 (50 Ft)	165	0.68	112.20
Total	**330**		**254.02**

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

The total estimated Equivalent Units for Phase #2 are shown in Table F-12 as calculated based on the 2022 revised Equivalent Unit factors shown in Table F-8, estimated Lot Types and number of units estimated to be built within Phase #2.

Table F-12
Estimated Equivalent Units – Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	20	0.91	18.20
Lot Type 2 (60 Ft)	2	0.79	1.58
Lot Type 4 (84 Ft)	7	1.00	7.00
Lot Type 5 (40 Ft)	198	0.59	116.82
Total	**227**		**143.60**

C) Original Allocation of Assessments to Lots within Phases #2-7 Major Improvement Area

As shown in Table F-13 the total amount of the Phases #2-7 Major Improvement Area Bonds, which represents the total Assessment to be allocated on all Parcels within the Phases #2-7 Major Improvement Area, is $13,795,000. As shown in Table F-9, there were a total of 1,198 residential units representing a total of 903.47 originally estimated Equivalent Units for the residential development in the Phases #2-7 Major Improvement Area, resulting in an original Assessment per Equivalent Unit of $15,268.91.

The original Assessment per dwelling unit was calculated as the product of (i) $15,268.91 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit was $15,268.91 (i.e. $15,268.91 × 1.00). The original Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit was $12,367.82 (i.e. $15,268.91 × 0.81). The original Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit was $10,382.86 (i.e. $15,268.91 × 0.68). Table F-14 sets forth the original Assessment per dwelling unit for each of the original three Lot Types in the Phases #2-7 Major Improvement Area.

Table F-13
Original Assessment Per Unit – Phases #2-7 Major Improvement Area

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (74 Ft)	109	$15,268.91	1.00	$15,268.91	per dwelling unit	$1,664,311
Lot Type 2 (60 Ft)	415	$15,268.91	0.81	$12,367.82	per dwelling unit	$5,132,643
Lot Type 3 (50 Ft)	674	$15,268.91	0.68	$10,382.86	per dwelling unit	$6,998,046
Total	**1,198**					**$13,795,000**

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

The original projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-14.

Table F-14
Original Projected Leverage – Phases #2-7 Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Assessment Per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	109	$114,700	$592,000	$15,268.91	7.51	38.77
Lot Type 2 (60 Ft)	415	$93,000	$480,000	$12,367.82	7.52	38.81
Lot Type 3 (50 Ft)	674	$77,500	$400,000	$10,382.86	7.46	38.53

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-15.

Table F-15
Original Estimated Tax Rate Equivalent Per Unit – Phases #2-7 Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	109	$114,700	$592,000	$1,194.14	$1.0411	$0.2017
Lot Type 2 (60 Ft)	415	$93,000	$480,000	$967.25	$1.0401	$0.2015
Lot Type 3 (50 Ft)	674	$77,500	$400,000	$812.01	$1.0478	$0.2030

D) 2022 Revised Allocation of Assessments to Lots within Phases #2-7 Major Improvement Area

As shown in Table F-16 the total amount of the Phases #2-7 Major Improvement Area Bonds, which represents the total Assessment to be allocated on all Parcels within the Phases #2-7 Major Improvement Area, is $13,795,000. As shown in Table F-10, there is now anticipated to be a total of 1,200 residential units representing a 2022 revised total of 891.19 estimated Equivalent Units for the residential development in the Phases #2-7 Major Improvement Area, resulting in a 2022 revised Assessment per Equivalent Unit of $15,479.30.

The 2022revised Assessment per dwelling unit was calculated as the product of (i) $15,479.301 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the revised Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $14,086.17 (i.e. $15,479.30 × 0.91). The 2022 revised Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $12,228.65 (i.e. $15,479.30 × 0.79). The 2022 revised Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $10,990.31 (i.e. $15,479.30 × 0.71). The 2022 revised Assessment for a Lot Type 4 (84 Ft Lot) dwelling unit is $15,479.30 (i.e. $15,479.30 × 1.00). The 2022 revised Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $9,132.79 (i.e. $15,479.30 × 0.59). Table F-16 sets forth the 2022 revised

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Assessment per dwelling unit for each of the five Lot Types in the Phases #2-7 Major Improvement Area.

Table F-16
2022 Revised Assessment Per Unit – Phases #2-7 Major Improvement Area

Type	Planned No. of Units	Assessment Per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (74 Ft)	157	$15,479.30	0.91	$14,086.17	per dwelling unit	$2,211,528
Lot Type 2 (60 Ft)	369	$15,479.30	0.79	$12,228.65	per dwelling unit	$4,512,372
Lot Type 3 (50 Ft)	469	$15,479.30	0.71	$10,990.31	per dwelling unit	$5,154,453
Lot Type 4 (84 Ft)	7	$15,479.30	1.00	$15,479.30	per dwelling unit	$108,355
Lot Type 5 (40 Ft)	198	$15,479.30	0.59	$9,132.79	per dwelling unit	$1,808,292
Total	**1,200**					**$13,795,000**

The 2022 revised projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-17.

Table F-17
2022 Revised Projected Leverage – Phases #2-7 Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Assessment Per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	157	$118,400	$730,000	$14,086.17	8.41	51.82
Lot Type 2 (60 Ft)	369	$96,000	$630,000	$12,228.65	7.85	51.52
Lot Type 3 (50 Ft)	469	$80,000	$570,000	$10,990.31	7.28	51.86
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$15,479.30	8.68	51.68
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$9,132.79	7.12	52.01

The 2022 revised projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-18.

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table F-18
Revised Estimated Tax Rate Equivalent Per Unit – Phases #2-7 Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	157	$118,400	$730,000	$1,101.64	$0.9304	$0.1509
Lot Type 2 (60 Ft)	369	$96,000	$630,000	$956.37	$0.9962	$0.1518
Lot Type 3 (50 Ft)	469	$80,000	$570,000	$859.52	$1.0744	$0.1508
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$1,210.59	$0.9007	$0.1513
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$714.25	$1.0988	$0.1504

E) Original Allocation of Assessments to Lots within Phase #1

As shown in Table F-19, the total amount of the Phase #1 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $9,555,000. As shown in Table F-11, there are a total of 330 residential units representing a total of 254.02 estimated original Equivalent Units for the residential development in Phase #1, resulting in an original Assessment per Equivalent Unit of $37,615.15.

The original Assessment per dwelling unit is calculated as the product of (i) $37,615.15 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $37,615.15 (i.e. $37,615.15 × 1.00). The original Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $30,468.27 (i.e. $37,615.15 × 0.81). The original Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $25,578.30 (i.e. $37,615.15 × 0.68). Table F-19 sets forth the original Assessment per dwelling unit for each of the three Lot Types in Phase #1.

Table F-19
Original Assessment Per Unit – Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (74 Ft)	43	$37,615.15	1.00	$37,615.15	per dwelling unit	$1,617,451
Lot Type 2 (60 Ft)	122	$37,615.15	0.81	$30,468.27	per dwelling unit	$3,717,129
Lot Type 3 (50 Ft)	165	$37,615.15	0.68	$25,578.30	per dwelling unit	$4,220,420
Total	**330**					**$9,555,000**

The original projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-20.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table F-20
Original Projected Leverage – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Assessment Per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	43	$114,700	$592,000	$37,615.15	3.05	15.74
Lot Type 2 (60 Ft)	122	$93,000	$480,000	$30,468.27	3.05	15.75
Lot Type 3 (50 Ft)	165	$77,500	$400,000	$25,578.30	3.03	15.64

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-21.

Table F-21
Original Estimated Tax Rate Equivalent Per Unit – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (74 Ft)	43	$114,700	$592,000	$2,928.53	$2.5532	$0.4947
Lot Type 2 (60 Ft)	122	$93,000	$480,000	$2,372.11	$2.5507	$0.4942
Lot Type 3 (50 Ft)	165	$77,500	$400,000	$1,991.40	$2.5696	$0.4979

As shown in Table F-8, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated. The updated projected leverage calculated based on the estimated finished Lot values and home values for each Lot Type is shown in Table F-22.

Table F-22
Updated Projected Leverage – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Assessment Per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	43	$118,400	$730,000	$37,615.15	3.15	19.41
Lot Type 2 (60 Ft)	122	$96,000	$630,000	$30,468.27	3.15	20.68
Lot Type 3 (50 Ft)	165	$80,000	$570,000	$25,578.30	3.13	22.28

As shown in Table F-8, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated. The updated projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-23.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table F-23
Updated Estimated Tax Rate Equivalent Per Unit – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (74 Ft)	43	$118,400	$730,000	$2,928.53	$2.4734	$0.4012
Lot Type 2 (60 Ft)	122	$96,000	$630,000	$2,372.11	$2.4710	$0.3765
Lot Type 3 (50 Ft)	165	$80,000	$570,000	$1,991.40	$2.4893	$0.3494

F) Allocation of Assessments to Lots within Phase #2

As shown in Table F-24 the total amount of the obligation due under the Reimbursement Agreement related to the Phase #2 Improvements, which represents the total Assessment to be allocated on the Phase #2 Assessed Property, is $5,938,154. As shown in Table F-12, there are anticipated to be a total of 227 residential units representing a total of 143.60 estimated Equivalent Units for the residential development in Phase #2, resulting in an Assessment per Equivalent Unit of $41,352.05.

The Assessment per dwelling unit is calculated as the product of (i) $41,352.05 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $37,630.36 (i.e. $41,352.05 × 0.91). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $32,668.12 (i.e. $41,352.05 × 0.79). The Assessment for a Lot Type 4 (84 Ft Lot) dwelling unit is $41,352.05 (i.e. $41,352.05 × 1.00). The Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $24,397.71 (i.e. $41,352.05 × 0.59). Table F-24 sets forth the Assessment per dwelling unit for each of the four Lot Types in Phase #2.

Table F-24
Assessment Per Unit – Phase #2

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (74 Ft)	20	$41,352.05	0.91	$37,630.36	per dwelling unit	$752,607
Lot Type 2 (60 Ft)	2	$41,352.05	0.79	$32,668.12	per dwelling unit	$65,336
Lot Type 4 (84 Ft)	7	$41,352.05	1.00	$41,352.05	per dwelling unit	$289,464
Lot Type 5 (40 Ft)	198	$41,352.05	0.59	$24,397.71	per dwelling unit	$4,830,746
Total	**227**					**$5,938,154**

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-25.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table F-25
Projected Leverage – Phase #2

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Assessment Per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	20	$118,400	$730,000	$37,630.36	3.15	3.15
Lot Type 2 (60 Ft)	2	$96,000	$630,000	$32,668.12	2.94	2.94
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$41,352.05	3.25	3.25
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$24,397.71	2.66	2.66

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-26.

Table F-26
Estimated Tax Rate Equivalent Per Unit – Phase #2

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	20	$118,400	$730,000	$3,341.59	$2.822	$0.458
Lot Type 2 (60 Ft)	2	$96,000	$630,000	$2,900.94	$3.022	$0.460
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$3,672.08	$2.732	$0.459
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$2,166.53	$3.333	$0.456

The Phases #2-7 Major Improvement Area Assessments allocated to Phase #2 are shown in Table F-27.

Table F-27
Assessment Per Unit – Phase #2's share of Phases #2-7 Major Improvement Area Assessments

Description	Planned No. of Units	Assessment per Equivalent Unit[1]	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (74 Ft)	20	$15,479.30	0.91	$14,086.17	per dwelling unit	$281,723
Lot Type 2 (60 Ft)	2	$15,479.30	0.79	$12,228.65	per dwelling unit	$24,457
Lot Type 4 (84 Ft)	7	$15,479.30	1.00	$15,479.30	per dwelling unit	$108,355
Lot Type 5 (40 Ft)	198	$15,479.30	0.59	$9,132.79	per dwelling unit	$1,808,292
Total	**227**					**$2,222,828**

[1]See Table F-16.

The combined Phase #2 Assessments (for the Phase #2 Improvements) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #2 are shown in Table F-28.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table F-28
Combined Assessment Per Unit – Phases #2

Description	Planned No. of Units	Phase #2 Improvements Assessment Per Unit[1]	Phase #2's share of Phases #2-7 Major Improvement Area Assessment Per Unit[2]	Phase #2 Projects Assessment Per Unit	Phase #2 Projects Total Assessments
Lot Type 1 (74 Ft)	20	$37,630.36	$14,086.17	$51,716.53	$1,034,331
Lot Type 2 (60 Ft)	2	$32,668.12	$12,228.65	$44,896.77	$89,794
Lot Type 4 (84 Ft)	7	$41,352.05	$15,479.30	$56,831.35	$397,819
Lot Type 5 (40 Ft)	198	$24,397.71	$9,132.79	$33,530.50	$6,639,038
Total	**227**				**$8,160,982**

[1]See Table F-24.
[2]See Table F-27.

The combined projected leverage for the Phase #2 Assessments (for the Phase #2 Improvements) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #2 are shown in Table F-29.

Table F-29
Combined Projected Leverage – Phase #2

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Phase #2 Projects Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	20	$118,400	$730,000	$51,716.53	2.29	2.29
Lot Type 2 (60 Ft)	2	$96,000	$630,000	$44,896.77	2.14	2.14
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$56,831.35	2.36	2.36
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$33,530.50	1.94	1.94

The combined projected tax rate equivalent for the Phase #2 Assessments (for the Phase #2 Improvements) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #2 are shown in Table F-30.

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Table F-30
Combined Estimated Tax Rate Equivalent Per Unit – Phase #2

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	20	$118,400	$730,000	$4,443.24	$3.753	$0.609
Lot Type 2 (60 Ft)	2	$96,000	$630,000	$3,857.31	$4.018	$0.612
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$4,882.68	$3.633	$0.610
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$2,880.78	$4.432	$0.606

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Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

APPENDIX G
PHASES #2-7 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix G-1
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**All Parcels**
Assessment	**$13,795,000**
Equivalent Unit	**891.19**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$755,430	$0	$0	($755,430)	$0
9/30/20	$0	$753,338	$25,600	$68,976	($16,000)	$831,913
9/30/21	$220,000	$753,338	$37,000	$68,975	($38,775)	$1,040,538
9/30/22	$230,000	$743,713	$33,000	$67,875	($14,389)	$1,060,199
9/30/23	$240,000	$733,650	$37,885	$66,725	$0	$1,078,260
9/30/24	$250,000	$723,150	$38,643	$65,525	$0	$1,077,318
9/30/25	$265,000	$710,650	$39,416	$64,275	$0	$1,079,341
9/30/26	$280,000	$697,400	$40,204	$62,950	$0	$1,080,554
9/30/27	$290,000	$683,400	$41,008	$61,550	$0	$1,075,958
9/30/28	$310,000	$668,900	$41,828	$60,100	$0	$1,080,828
9/30/29	$325,000	$653,400	$42,665	$58,550	$0	$1,079,615
9/30/30	$345,000	$635,525	$43,518	$56,925	$0	$1,080,968
9/30/31	$360,000	$616,550	$44,388	$55,200	$0	$1,076,138
9/30/32	$385,000	$596,750	$45,276	$53,400	$0	$1,080,426
9/30/33	$405,000	$575,575	$46,182	$51,475	$0	$1,078,232
9/30/34	$430,000	$553,300	$47,105	$49,450	$0	$1,079,855
9/30/35	$455,000	$529,650	$48,047	$47,300	$0	$1,079,997
9/30/36	$480,000	$504,625	$49,008	$45,025	$0	$1,078,658
9/30/37	$510,000	$478,225	$49,989	$42,625	$0	$1,080,839
9/30/38	$535,000	$450,175	$50,988	$40,075	$0	$1,076,238
9/30/39	$570,000	$420,750	$52,008	$37,400	$0	$1,080,158
9/30/40	$600,000	$388,688	$53,048	$34,550	$0	$1,076,286
9/30/41	$640,000	$354,938	$54,109	$31,550	$0	$1,080,597
9/30/42	$675,000	$318,938	$55,191	$28,350	$0	$1,077,479
9/30/43	$715,000	$280,969	$56,295	$24,975	$0	$1,077,239
9/30/44	$760,000	$240,750	$57,421	$21,400	$0	$1,079,571
9/30/45	$805,000	$198,000	$58,570	$17,600	$0	$1,079,170
9/30/46	$850,000	$152,719	$59,741	$13,575	$0	$1,076,035
9/30/47	$905,000	$104,906	$60,936	$9,325	$0	$1,080,167
9/30/48	$960,000	$54,000	$62,155	$4,800	$0	$1,080,955
Total	**$13,795,000**	**$15,331,399**	**$1,371,226**	**$1,310,501**	**($824,594)**	**$30,983,532**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT
PHASES #2-7 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL
2021-22

Parcel ID	Estimated Acreage[1]	Outstanding Assessments	Prinicpal	Interest	Excess Interest for Reserves	Administrative Expenses	2021-22 Annual Installment
985517	14.03	$607,731.59	$10,296.74	$33,187.92	$3,038.66	$940.14	$47,463.45
997979	8.67	$375,698.23	$6,365.42	$20,516.69	$1,878.49	$581.19	$29,341.79
2707966	142.21	$6,161,044.58	$104,386.02	$336,451.54	$30,805.22	$9,530.90	$481,173.68
961622	43.40	$1,880,055.07	$31,853.60	$102,668.86	$9,400.28	$2,908.37	$146,831.11
961613	103.98	$4,504,830.66	$76,324.94	$246,006.53	$22,524.15	$6,968.80	$351,824.42
986384	1.05	$45,639.87	$773.27	$2,492.37	$228.20	$70.60	$3,564.44
Total	**313.350**	**$13,575,000.00**	**$230,000.00**	**$741,323.91**	**$67,875.00**	**$21,000.00**	**$1,060,198.91**

[1]Estimated Acreage represents assessed acreage to be developed.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix G-2
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$14,086.17**
Equivalent Unit	**0.91**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$771	$0	$0	($771)	$0
9/30/20	$0	$769	$26	$70	($16)	$849
9/30/21	$225	$769	$38	$70	($40)	$1,062
9/30/22	$235	$759	$34	$69	($15)	$1,083
9/30/23	$245	$749	$39	$68	$0	$1,101
9/30/24	$255	$738	$39	$67	$0	$1,100
9/30/25	$271	$726	$40	$66	$0	$1,102
9/30/26	$286	$712	$41	$64	$0	$1,103
9/30/27	$296	$698	$42	$63	$0	$1,099
9/30/28	$317	$683	$43	$61	$0	$1,104
9/30/29	$332	$667	$44	$60	$0	$1,102
9/30/30	$352	$649	$44	$58	$0	$1,104
9/30/31	$368	$630	$45	$56	$0	$1,099
9/30/32	$393	$609	$46	$55	$0	$1,103
9/30/33	$414	$588	$47	$53	$0	$1,101
9/30/34	$439	$565	$48	$50	$0	$1,103
9/30/35	$465	$541	$49	$48	$0	$1,103
9/30/36	$490	$515	$50	$46	$0	$1,101
9/30/37	$521	$488	$51	$44	$0	$1,104
9/30/38	$546	$460	$52	$41	$0	$1,099
9/30/39	$582	$430	$53	$38	$0	$1,103
9/30/40	$613	$397	$54	$35	$0	$1,099
9/30/41	$654	$362	$55	$32	$0	$1,103
9/30/42	$689	$326	$56	$29	$0	$1,100
9/30/43	$730	$287	$57	$26	$0	$1,100
9/30/44	$776	$246	$59	$22	$0	$1,102
9/30/45	$822	$202	$60	$18	$0	$1,102
9/30/46	$868	$156	$61	$14	$0	$1,099
9/30/47	$924	$107	$62	$10	$0	$1,103
9/30/48	$980	$55	$63	$5	$0	$1,104
Total	**$14,086**	**$15,655**	**$1,400**	**$1,338**	**($842)**	**$31,637**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix G-3
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**$12,228.65**
Equivalent Unit	**0.79**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$670	$0	$0	($670)	$0
9/30/20	$0	$668	$23	$61	($14)	$737
9/30/21	$195	$668	$33	$61	($34)	$922
9/30/22	$204	$659	$29	$60	($13)	$940
9/30/23	$213	$650	$34	$59	$0	$956
9/30/24	$222	$641	$34	$58	$0	$955
9/30/25	$235	$630	$35	$57	$0	$957
9/30/26	$248	$618	$36	$56	$0	$958
9/30/27	$257	$606	$36	$55	$0	$954
9/30/28	$275	$593	$37	$53	$0	$958
9/30/29	$288	$579	$38	$52	$0	$957
9/30/30	$306	$563	$39	$50	$0	$958
9/30/31	$319	$547	$39	$49	$0	$954
9/30/32	$341	$529	$40	$47	$0	$958
9/30/33	$359	$510	$41	$46	$0	$956
9/30/34	$381	$490	$42	$44	$0	$957
9/30/35	$403	$470	$43	$42	$0	$957
9/30/36	$425	$447	$43	$40	$0	$956
9/30/37	$452	$424	$44	$38	$0	$958
9/30/38	$474	$399	$45	$36	$0	$954
9/30/39	$505	$373	$46	$33	$0	$958
9/30/40	$532	$345	$47	$31	$0	$954
9/30/41	$567	$315	$48	$28	$0	$958
9/30/42	$598	$283	$49	$25	$0	$955
9/30/43	$634	$249	$50	$22	$0	$955
9/30/44	$674	$213	$51	$19	$0	$957
9/30/45	$714	$176	$52	$16	$0	$957
9/30/46	$753	$135	$53	$12	$0	$954
9/30/47	$802	$93	$54	$8	$0	$958
9/30/48	$851	$48	$55	$4	$0	$958
Total	**$12,229**	**$13,591**	**$1,216**	**$1,162**	**($731)**	**$27,466**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix G-4
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 3 (50 Ft)**
Assessment	**$10,990.31**
Equivalent Unit	**0.71**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$602	$0	$0	($602)	$0
9/30/20	$0	$600	$20	$55	($13)	$663
9/30/21	$175	$600	$29	$55	($31)	$829
9/30/22	$183	$593	$26	$54	($11)	$845
9/30/23	$191	$584	$30	$53	$0	$859
9/30/24	$199	$576	$31	$52	$0	$858
9/30/25	$211	$566	$31	$51	$0	$860
9/30/26	$223	$556	$32	$50	$0	$861
9/30/27	$231	$544	$33	$49	$0	$857
9/30/28	$247	$533	$33	$48	$0	$861
9/30/29	$259	$521	$34	$47	$0	$860
9/30/30	$275	$506	$35	$45	$0	$861
9/30/31	$287	$491	$35	$44	$0	$857
9/30/32	$307	$475	$36	$43	$0	$861
9/30/33	$323	$459	$37	$41	$0	$859
9/30/34	$343	$441	$38	$39	$0	$860
9/30/35	$362	$422	$38	$38	$0	$860
9/30/36	$382	$402	$39	$36	$0	$859
9/30/37	$406	$381	$40	$34	$0	$861
9/30/38	$426	$359	$41	$32	$0	$857
9/30/39	$454	$335	$41	$30	$0	$861
9/30/40	$478	$310	$42	$28	$0	$857
9/30/41	$510	$283	$43	$25	$0	$861
9/30/42	$538	$254	$44	$23	$0	$858
9/30/43	$570	$224	$45	$20	$0	$858
9/30/44	$605	$192	$46	$17	$0	$860
9/30/45	$641	$158	$47	$14	$0	$860
9/30/46	$677	$122	$48	$11	$0	$857
9/30/47	$721	$84	$49	$7	$0	$861
9/30/48	$765	$43	$50	$4	$0	$861
Total	**$10,990**	**$12,214**	**$1,092**	**$1,044**	**($657)**	**$24,684**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix G-5
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 4 (84 Ft)**
Assessment	**$15,479.30**
Equivalent Unit	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$848	$0	$0	($848)	$0
9/30/20	$0	$845	$29	$77	($18)	$933
9/30/21	$247	$845	$42	$77	($44)	$1,168
9/30/22	$258	$835	$37	$76	($16)	$1,190
9/30/23	$269	$823	$43	$75	$0	$1,210
9/30/24	$281	$811	$43	$74	$0	$1,209
9/30/25	$297	$797	$44	$72	$0	$1,211
9/30/26	$314	$783	$45	$71	$0	$1,212
9/30/27	$325	$767	$46	$69	$0	$1,207
9/30/28	$348	$751	$47	$67	$0	$1,213
9/30/29	$365	$733	$48	$66	$0	$1,211
9/30/30	$387	$713	$49	$64	$0	$1,213
9/30/31	$404	$692	$50	$62	$0	$1,208
9/30/32	$432	$670	$51	$60	$0	$1,212
9/30/33	$454	$646	$52	$58	$0	$1,210
9/30/34	$483	$621	$53	$55	$0	$1,212
9/30/35	$511	$594	$54	$53	$0	$1,212
9/30/36	$539	$566	$55	$51	$0	$1,210
9/30/37	$572	$537	$56	$48	$0	$1,213
9/30/38	$600	$505	$57	$45	$0	$1,208
9/30/39	$640	$472	$58	$42	$0	$1,212
9/30/40	$673	$436	$60	$39	$0	$1,208
9/30/41	$718	$398	$61	$35	$0	$1,213
9/30/42	$757	$358	$62	$32	$0	$1,209
9/30/43	$802	$315	$63	$28	$0	$1,209
9/30/44	$853	$270	$64	$24	$0	$1,211
9/30/45	$903	$222	$66	$20	$0	$1,211
9/30/46	$954	$171	$67	$15	$0	$1,207
9/30/47	$1,015	$118	$68	$10	$0	$1,212
9/30/48	$1,077	$61	$70	$5	$0	$1,213
Total	**$15,479**	**$17,203**	**$1,539**	**$1,471**	**($925)**	**$34,766**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix G-6
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 5 (40 Ft)**
Assessment	**$9,132.79**
Equivalent Unit	**0.59**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$500	$0	$0	($500)	$0
9/30/20	$0	$499	$17	$46	($11)	$551
9/30/21	$146	$499	$24	$46	($26)	$689
9/30/22	$152	$492	$22	$45	($10)	$702
9/30/23	$159	$486	$25	$44	$0	$714
9/30/24	$166	$479	$26	$43	$0	$713
9/30/25	$175	$470	$26	$43	$0	$715
9/30/26	$185	$462	$27	$42	$0	$715
9/30/27	$192	$452	$27	$41	$0	$712
9/30/28	$205	$443	$28	$40	$0	$716
9/30/29	$215	$433	$28	$39	$0	$715
9/30/30	$228	$421	$29	$38	$0	$716
9/30/31	$238	$408	$29	$37	$0	$712
9/30/32	$255	$395	$30	$35	$0	$715
9/30/33	$268	$381	$31	$34	$0	$714
9/30/34	$285	$366	$31	$33	$0	$715
9/30/35	$301	$351	$32	$31	$0	$715
9/30/36	$318	$334	$32	$30	$0	$714
9/30/37	$338	$317	$33	$28	$0	$716
9/30/38	$354	$298	$34	$27	$0	$713
9/30/39	$377	$279	$34	$25	$0	$715
9/30/40	$397	$257	$35	$23	$0	$713
9/30/41	$424	$235	$36	$21	$0	$715
9/30/42	$447	$211	$37	$19	$0	$713
9/30/43	$473	$186	$37	$17	$0	$713
9/30/44	$503	$159	$38	$14	$0	$715
9/30/45	$533	$131	$39	$12	$0	$714
9/30/46	$563	$101	$40	$9	$0	$712
9/30/47	$599	$69	$40	$6	$0	$715
9/30/48	$636	$36	$41	$3	$0	$716
Total	**$9,133**	**$10,150**	**$908**	**$868**	**($546)**	**$20,512**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

APPENDIX H
PHASE #1 ASSESSMENT ROLL

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix H-1
Phase #1 Assessment Roll

Parcel	**All Parcels**
Assessment	**$9,555,000**
Equivalent Units	**254.02**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$486,053	$0	$0	($486,053)	$0
9/30/20	$0	$484,706	$31,600	$47,775	($11,000)	$553,081
9/30/21	$175,000	$484,706	$42,000	$47,775	($31,272)	$718,209
9/30/22	$180,000	$477,488	$39,000	$46,900	($10,599)	$732,789
9/30/23	$190,000	$470,063	$37,885	$46,000	$0	$743,948
9/30/24	$200,000	$462,225	$38,643	$45,050	$0	$745,918
9/30/25	$205,000	$452,975	$39,416	$44,050	$0	$741,441
9/30/26	$215,000	$443,494	$40,204	$43,025	$0	$741,723
9/30/27	$230,000	$433,550	$41,008	$41,950	$0	$746,508
9/30/28	$240,000	$422,913	$41,828	$40,800	$0	$745,541
9/30/29	$250,000	$411,813	$42,665	$39,600	$0	$744,077
9/30/30	$265,000	$399,000	$43,518	$38,350	$0	$745,868
9/30/31	$275,000	$385,419	$44,388	$37,025	$0	$741,832
9/30/32	$290,000	$371,325	$45,276	$35,650	$0	$742,251
9/30/33	$305,000	$356,463	$46,182	$34,200	$0	$741,844
9/30/34	$325,000	$340,831	$47,105	$32,675	$0	$745,612
9/30/35	$340,000	$324,175	$48,047	$31,050	$0	$743,272
9/30/36	$360,000	$306,750	$49,008	$29,350	$0	$745,108
9/30/37	$380,000	$288,300	$49,989	$27,550	$0	$745,839
9/30/38	$400,000	$268,825	$50,988	$25,650	$0	$745,463
9/30/39	$420,000	$248,325	$52,008	$23,650	$0	$743,983
9/30/40	$445,000	$226,275	$53,048	$21,550	$0	$745,873
9/30/41	$465,000	$202,913	$54,109	$19,325	$0	$741,347
9/30/42	$495,000	$178,500	$55,191	$17,000	$0	$745,691
9/30/43	$520,000	$152,513	$56,295	$14,525	$0	$743,333
9/30/44	$550,000	$125,213	$57,421	$11,925	$0	$744,559
9/30/45	$580,000	$96,338	$58,570	$9,175	$0	$744,082
9/30/46	$610,000	$65,888	$59,741	$6,275	$0	$741,904
9/30/47	$645,000	$33,863	$60,936	$3,225	$0	$743,023
Total	**$9,555,000**	**$9,400,896**	**$1,326,072**	**$861,075**	**($538,924)**	**$20,604,120**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT
PHASES #1 ASSESSMENT ROLL
2021-22

Parcel	Lot Size	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	2021-22 Annual Installment
2811954	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2811956	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811975	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811976	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811977	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811982	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811983	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811984	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811985	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811986	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811987	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811988	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811989	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811990	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811991	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811992	Common Area	0	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2811993	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812018	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812019	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812020	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812021	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812023	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812024	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812025	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812026	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812027	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812028	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812029	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812030	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812031	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812193	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812194	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812195	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812196	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812197	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812198	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812199	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812200	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812201	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812202	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812203	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812204	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812205	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812206	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812207	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812208	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812209	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812210	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812211	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812212	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812213	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812214	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812215	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812216	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812217	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812218	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812219	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812220	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812221	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812222	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812223	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812224	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812344	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812345	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812346	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812347	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812348	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812349	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812350	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812351	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812352	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812353	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812354	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812355	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT
PHASES #1 ASSESSMENT ROLL
2021-22

Parcel	Lot Size	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	2021-22 Annual Installment
2812356	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812357	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812358	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812359	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812360	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812361	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812362	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812363	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812364	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812365	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812366	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812367	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812368	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812369	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812370	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812371	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812372	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812373	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812374	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812375	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812376	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812377	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812378	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812379	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812380	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812381	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812382	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812383	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812384	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812385	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812386	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812387	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812388	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812389	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812390	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812391	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812392	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812393	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812394	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812395	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812396	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812397	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812398	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812399	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812400	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812401	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812402	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812403	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812404	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812405	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812406	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812407	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812408	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812409	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812410	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812411	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812420	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812421	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812422	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812423	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812424	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812425	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812426	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812427	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812428	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812429	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812430	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812431	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812432	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812433	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812434	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812435	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812436	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812437	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT
PHASES #1 ASSESSMENT ROLL
2021-22

Parcel	Lot Size	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	2021-22 Annual Installment
2812438	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812439	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812440	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812441	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812442	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812443	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812444	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812445	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812446	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812447	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812448	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812449	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812450	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812451	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812452	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812453	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812454	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812455	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812456	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812457	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812458	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812459	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812460	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812461	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812462	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812463	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812464	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812465	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812466	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812467	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812468	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812469	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812470	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812471	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812472	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812473	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812474	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812475	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812476	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812477	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812478	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812479	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812480	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812481	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812482	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812483	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812484	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812485	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812486	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812487	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812488	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812489	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812490	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812491	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812492	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812493	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812494	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812495	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812496	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812498	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812499	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812500	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812501	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812502	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812503	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812504	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812505	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812506	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812507	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812508	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812509	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812510	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812511	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812512	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT
PHASES #1 ASSESSMENT ROLL
2021-22

Parcel	Lot Size	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	2021-22 Annual Installment
2812513	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812514	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812515	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812516	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812518	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812519	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812520	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812521	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812522	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812523	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812524	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812525	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812526	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812527	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812528	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812529	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812530	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812531	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812532	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812533	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812534	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812535	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812536	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812537	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812538	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812539	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812540	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812541	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812542	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812543	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812544	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812547	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812548	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812549	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812550	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812551	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812552	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812553	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812554	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812555	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812556	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812557	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812558	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812559	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812560	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812561	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812562	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812563	50	3	0.68	$25,110	$481.85	$1,273.93	$125.55	$80.31	$1,961.64
2812564	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812565	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812566	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812567	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812568	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812569	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812570	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812571	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812572	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812573	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812574	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812575	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812583	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812584	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812585	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812586	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812587	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812588	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812589	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812590	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812591	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812592	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812593	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812594	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812595	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812596	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT
PHASES #1 ASSESSMENT ROLL
2021-22

Parcel	Lot Size	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	2021-22 Annual Installment
2812597	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812598	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812599	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812600	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812601	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812602	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812603	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812604	74	1	1.00	$36,926	$708.61	$1,873.43	$184.63	$118.10	$2,884.77
2812607	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812608	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812609	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812614	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812615	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812616	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812617	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812618	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812620	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812621	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812622	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812624	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812625	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812626	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812627	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812628	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812629	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812630	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812631	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812632	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812633	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812634	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812635	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812636	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812637	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812638	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812639	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812640	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812641	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812642	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812643	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812644	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812645	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812652	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812653	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812654	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812655	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812656	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812657	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812658	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
2812659	60	2	0.81	$29,910	$573.97	$1,517.48	$149.55	$95.66	$2,336.66
Total			**254.02**	**$9,380,000.00**	**$180,000.00**	**$475,888.84**	**$46,900.00**	**$30,000.00**	**$732,788.84**

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix H-2
Phase #1 Assessment Roll

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$37,615.15**
Equivalent Units	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$1,913	$0	$0	($1,913)	$0
9/30/20	$0	$1,908	$124	$188	($43)	$2,177
9/30/21	$689	$1,908	$165	$188	($123)	$2,827
9/30/22	$709	$1,880	$154	$185	($42)	$2,885
9/30/23	$748	$1,850	$149	$181	$0	$2,929
9/30/24	$787	$1,820	$152	$177	$0	$2,936
9/30/25	$807	$1,783	$155	$173	$0	$2,919
9/30/26	$846	$1,746	$158	$169	$0	$2,920
9/30/27	$905	$1,707	$161	$165	$0	$2,939
9/30/28	$945	$1,665	$165	$161	$0	$2,935
9/30/29	$984	$1,621	$168	$156	$0	$2,929
9/30/30	$1,043	$1,571	$171	$151	$0	$2,936
9/30/31	$1,083	$1,517	$175	$146	$0	$2,920
9/30/32	$1,142	$1,462	$178	$140	$0	$2,922
9/30/33	$1,201	$1,403	$182	$135	$0	$2,920
9/30/34	$1,279	$1,342	$185	$129	$0	$2,935
9/30/35	$1,338	$1,276	$189	$122	$0	$2,926
9/30/36	$1,417	$1,208	$193	$116	$0	$2,933
9/30/37	$1,496	$1,135	$197	$108	$0	$2,936
9/30/38	$1,575	$1,058	$201	$101	$0	$2,935
9/30/39	$1,653	$978	$205	$93	$0	$2,929
9/30/40	$1,752	$891	$209	$85	$0	$2,936
9/30/41	$1,831	$799	$213	$76	$0	$2,918
9/30/42	$1,949	$703	$217	$67	$0	$2,936
9/30/43	$2,047	$600	$222	$57	$0	$2,926
9/30/44	$2,165	$493	$226	$47	$0	$2,931
9/30/45	$2,283	$379	$231	$36	$0	$2,929
9/30/46	$2,401	$259	$235	$25	$0	$2,921
9/30/47	$2,539	$133	$240	$13	$0	$2,925
Total	**$37,615**	**$37,008**	**$5,220**	**$3,390**	**($2,122)**	**$81,112**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix H-3
Phase #1 Assessment Roll

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**$30,468.27**
Equivalent Units	**0.81**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$1,550	$0	$0	($1,550)	$0
9/30/20	$0	$1,546	$101	$152	($35)	$1,764
9/30/21	$558	$1,546	$134	$152	($100)	$1,732
9/30/22	$574	$1,523	$124	$150	($34)	$1,763
9/30/23	$606	$1,499	$121	$147	$0	$1,766
9/30/24	$638	$1,474	$123	$144	$0	$1,741
9/30/25	$654	$1,444	$126	$140	$0	$1,711
9/30/26	$686	$1,414	$128	$137	$0	$1,680
9/30/27	$733	$1,382	$131	$134	$0	$1,647
9/30/28	$765	$1,349	$133	$130	$0	$1,612
9/30/29	$797	$1,313	$136	$126	$0	$1,575
9/30/30	$845	$1,272	$139	$122	$0	$1,533
9/30/31	$877	$1,229	$142	$118	$0	$1,489
9/30/32	$925	$1,184	$144	$114	$0	$1,442
9/30/33	$973	$1,137	$147	$109	$0	$1,393
9/30/34	$1,036	$1,087	$150	$104	$0	$1,341
9/30/35	$1,084	$1,034	$153	$99	$0	$1,286
9/30/36	$1,148	$978	$156	$94	$0	$1,228
9/30/37	$1,212	$919	$159	$88	$0	$1,167
9/30/38	$1,275	$857	$163	$82	$0	$1,102
9/30/39	$1,339	$792	$166	$75	$0	$1,033
9/30/40	$1,419	$722	$169	$69	$0	$959
9/30/41	$1,483	$647	$173	$62	$0	$881
9/30/42	$1,578	$569	$176	$54	$0	$799
9/30/43	$1,658	$486	$180	$46	$0	$712
9/30/44	$1,754	$399	$183	$38	$0	$620
9/30/45	$1,849	$307	$187	$29	$0	$523
9/30/46	$1,945	$210	$190	$20	$0	$421
9/30/47	$2,057	$108	$194	$10	$0	$313
Total	**$30,468**	**$29,977**	**$4,228**	**$2,746**	**($1,718)**	**$35,233**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix H-4
Phase #1 Assessment Roll

Parcel	**Lot Type 3 (60 Ft)**
Assessment	**$25,578.30**
Equivalent Units	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$1,301	$0	$0	($1,301)	$0
9/30/20	$0	$1,298	$85	$128	($29)	$1,481
9/30/21	$468	$1,298	$112	$128	($84)	$1,454
9/30/22	$482	$1,278	$104	$126	($28)	$1,480
9/30/23	$509	$1,258	$101	$123	$0	$1,483
9/30/24	$535	$1,237	$103	$121	$0	$1,461
9/30/25	$549	$1,213	$106	$118	$0	$1,436
9/30/26	$576	$1,187	$108	$115	$0	$1,410
9/30/27	$616	$1,161	$110	$112	$0	$1,383
9/30/28	$642	$1,132	$112	$109	$0	$1,353
9/30/29	$669	$1,102	$114	$106	$0	$1,323
9/30/30	$709	$1,068	$116	$103	$0	$1,287
9/30/31	$736	$1,032	$119	$99	$0	$1,250
9/30/32	$776	$994	$121	$95	$0	$1,211
9/30/33	$816	$954	$124	$92	$0	$1,169
9/30/34	$870	$912	$126	$87	$0	$1,126
9/30/35	$910	$868	$129	$83	$0	$1,080
9/30/36	$964	$821	$131	$79	$0	$1,031
9/30/37	$1,017	$772	$134	$74	$0	$979
9/30/38	$1,071	$720	$136	$69	$0	$925
9/30/39	$1,124	$665	$139	$63	$0	$867
9/30/40	$1,191	$606	$142	$58	$0	$805
9/30/41	$1,245	$543	$145	$52	$0	$740
9/30/42	$1,325	$478	$148	$46	$0	$671
9/30/43	$1,392	$408	$151	$39	$0	$598
9/30/44	$1,472	$335	$154	$32	$0	$521
9/30/45	$1,553	$258	$157	$25	$0	$439
9/30/46	$1,633	$176	$160	$17	$0	$353
9/30/47	$1,727	$91	$163	$9	$0	$262
Total	**$25,578**	**$25,166**	**$3,550**	**$2,305**	**($1,443)**	**$29,578**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

APPENDIX I
PHASE #2 ASSESSMENT ROLL

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix I-1
Phase #2 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**$5,938,154**
Assessment	**143.60**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$1,000	$519,588	$40,000	$560,588
2	$1,000	$519,501	$40,800	$561,301
3	$1,000	$519,413	$41,616	$562,029
4	$1,000	$519,326	$42,448	$562,774
5	$1,000	$519,238	$43,297	$563,536
6	$107,000	$341,156	$44,163	$492,320
7	$112,000	$335,004	$45,046	$492,050
8	$117,000	$328,564	$45,947	$491,511
9	$123,000	$321,836	$46,866	$491,703
10	$129,000	$314,764	$47,804	$491,568
11	$136,000	$307,346	$48,760	$492,106
12	$143,000	$299,526	$49,735	$492,261
13	$150,000	$291,304	$50,730	$492,034
14	$157,000	$282,679	$51,744	$491,423
15	$166,000	$273,651	$52,779	$492,431
16	$174,000	$264,106	$53,835	$491,941
17	$183,000	$254,101	$54,911	$492,013
18	$193,000	$243,579	$56,010	$492,589
19	$203,000	$232,481	$57,130	$492,611
20	$214,000	$220,809	$58,272	$493,081
21	$225,000	$208,504	$59,438	$492,942
22	$237,000	$195,566	$60,627	$493,193
23	$250,000	$181,939	$61,839	$493,778
24	$263,000	$167,564	$63,076	$493,640
25	$277,000	$152,441	$64,337	$493,779
26	$286,000	$136,514	$65,624	$488,138
27	$482,000	$120,069	$66,937	$669,006
28	$508,000	$92,354	$68,275	$668,629
29	$535,000	$63,144	$69,641	$667,785
30	$563,154	$32,381	$71,034	$666,569
Total	**$5,938,154**	**$8,258,452**	**$1,622,723**	**$15,819,329**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated assuming an interest rate of 8.75% per annum for years 1 to 5 and 5.75% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix I-2
Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$37,630.36**
Equivalent Unit	**0.91**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$6	$3,293	$253	$3,552
2	$6	$3,292	$259	$3,557
3	$6	$3,292	$264	$3,562
4	$6	$3,291	$269	$3,566
5	$6	$3,290	$274	$3,571
6	$678	$2,162	$280	$3,120
7	$710	$2,123	$285	$3,118
8	$741	$2,082	$291	$3,115
9	$779	$2,039	$297	$3,116
10	$817	$1,995	$303	$3,115
11	$862	$1,948	$309	$3,118
12	$906	$1,898	$315	$3,119
13	$951	$1,846	$321	$3,118
14	$995	$1,791	$328	$3,114
15	$1,052	$1,734	$334	$3,121
16	$1,103	$1,674	$341	$3,117
17	$1,160	$1,610	$348	$3,118
18	$1,223	$1,544	$355	$3,122
19	$1,286	$1,473	$362	$3,122
20	$1,356	$1,399	$369	$3,125
21	$1,426	$1,321	$377	$3,124
22	$1,502	$1,239	$384	$3,125
23	$1,584	$1,153	$392	$3,129
24	$1,667	$1,062	$400	$3,128
25	$1,755	$966	$408	$3,129
26	$1,812	$865	$416	$3,093
27	$3,054	$761	$424	$4,240
28	$3,219	$585	$433	$4,237
29	$3,390	$400	$441	$4,232
30	$3,569	$205	$450	$4,224
Total	**$37,630**	**$52,334**	**$10,283**	**$100,248**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated assuming an interest rate of 8.75% per annum for years 1 to 5 and 5.75% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix I-3
Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**$32,668.12**
Equivalent Unit	**0.79**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$6	$2,858	$220	$3,084
2	$6	$2,858	$224	$3,088
3	$6	$2,857	$229	$3,092
4	$6	$2,857	$234	$3,096
5	$6	$2,857	$238	$3,100
6	$589	$1,877	$243	$2,708
7	$616	$1,843	$248	$2,707
8	$644	$1,808	$253	$2,704
9	$677	$1,771	$258	$2,705
10	$710	$1,732	$263	$2,704
11	$748	$1,691	$268	$2,707
12	$787	$1,648	$274	$2,708
13	$825	$1,603	$279	$2,707
14	$864	$1,555	$285	$2,704
15	$913	$1,505	$290	$2,709
16	$957	$1,453	$296	$2,706
17	$1,007	$1,398	$302	$2,707
18	$1,062	$1,340	$308	$2,710
19	$1,117	$1,279	$314	$2,710
20	$1,177	$1,215	$321	$2,713
21	$1,238	$1,147	$327	$2,712
22	$1,304	$1,076	$334	$2,713
23	$1,375	$1,001	$340	$2,716
24	$1,447	$922	$347	$2,716
25	$1,524	$839	$354	$2,716
26	$1,573	$751	$361	$2,685
27	$2,652	$661	$368	$3,680
28	$2,795	$508	$376	$3,678
29	$2,943	$347	$383	$3,674
30	$3,098	$178	$391	$3,667
Total	**$32,668**	**$45,433**	**$8,927**	**$87,028**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated assuming an interest rate of 8.75% per annum for years 1 to 5 and 5.75% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix I-4
Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 4 (84 Ft)**
Assessment	**$41,352.05**
Equivalent Unit	**1.00**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$7	$3,618	$279	$3,904
2	$7	$3,618	$284	$3,909
3	$7	$3,617	$290	$3,914
4	$7	$3,616	$296	$3,919
5	$7	$3,616	$302	$3,924
6	$745	$2,376	$308	$3,428
7	$780	$2,333	$314	$3,427
8	$815	$2,288	$320	$3,423
9	$857	$2,241	$326	$3,424
10	$898	$2,192	$333	$3,423
11	$947	$2,140	$340	$3,427
12	$996	$2,086	$346	$3,428
13	$1,045	$2,029	$353	$3,426
14	$1,093	$1,969	$360	$3,422
15	$1,156	$1,906	$368	$3,429
16	$1,212	$1,839	$375	$3,426
17	$1,274	$1,770	$382	$3,426
18	$1,344	$1,696	$390	$3,430
19	$1,414	$1,619	$398	$3,430
20	$1,490	$1,538	$406	$3,434
21	$1,567	$1,452	$414	$3,433
22	$1,650	$1,362	$422	$3,434
23	$1,741	$1,267	$431	$3,439
24	$1,831	$1,167	$439	$3,438
25	$1,929	$1,062	$448	$3,439
26	$1,992	$951	$457	$3,399
27	$3,357	$836	$466	$4,659
28	$3,538	$643	$475	$4,656
29	$3,726	$440	$485	$4,650
30	$3,922	$225	$495	$4,642
Total	**$41,352**	**$57,510**	**$11,300**	**$110,162**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated assuming an interest rate of 8.75% per annum for years 1 to 5 and 5.75% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Appendix I-5
Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 5 (40 Ft)**
Assessment	**$24,397.71**
Equivalent Unit	**0.59**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$4	$2,135	$164	$2,303
2	$4	$2,134	$168	$2,306
3	$4	$2,134	$171	$2,309
4	$4	$2,134	$174	$2,312
5	$4	$2,133	$178	$2,315
6	$440	$1,402	$181	$2,023
7	$460	$1,376	$185	$2,022
8	$481	$1,350	$189	$2,019
9	$505	$1,322	$193	$2,020
10	$530	$1,293	$196	$2,020
11	$559	$1,263	$200	$2,022
12	$588	$1,231	$204	$2,023
13	$616	$1,197	$208	$2,022
14	$645	$1,161	$213	$2,019
15	$682	$1,124	$217	$2,023
16	$715	$1,085	$221	$2,021
17	$752	$1,044	$226	$2,022
18	$793	$1,001	$230	$2,024
19	$834	$955	$235	$2,024
20	$879	$907	$239	$2,026
21	$924	$857	$244	$2,025
22	$974	$804	$249	$2,026
23	$1,027	$748	$254	$2,029
24	$1,081	$688	$259	$2,028
25	$1,138	$626	$264	$2,029
26	$1,175	$561	$270	$2,006
27	$1,980	$493	$275	$2,749
28	$2,087	$379	$281	$2,747
29	$2,198	$259	$286	$2,744
30	$2,314	$133	$292	$2,739
Total	**$24,398**	**$33,931**	**$6,667**	**$64,996**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated assuming an interest rate of 8.75% per annum for years 1 to 5 and 5.75% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Cambridge Crossing Phase #2 – PID Levy Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Mustang Lakes Phase #6 - PID Levy Ordinance

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Lakes at Mustang Ranch Public Improvement District Amended and Restated Service and Assessment Plan, including the Phase #6 assessment roll; making a finding of special benefit to property within Phase #6 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 #6 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Mustang Lakes Phase #6 – PID Levy Ordinance) (Pollard)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

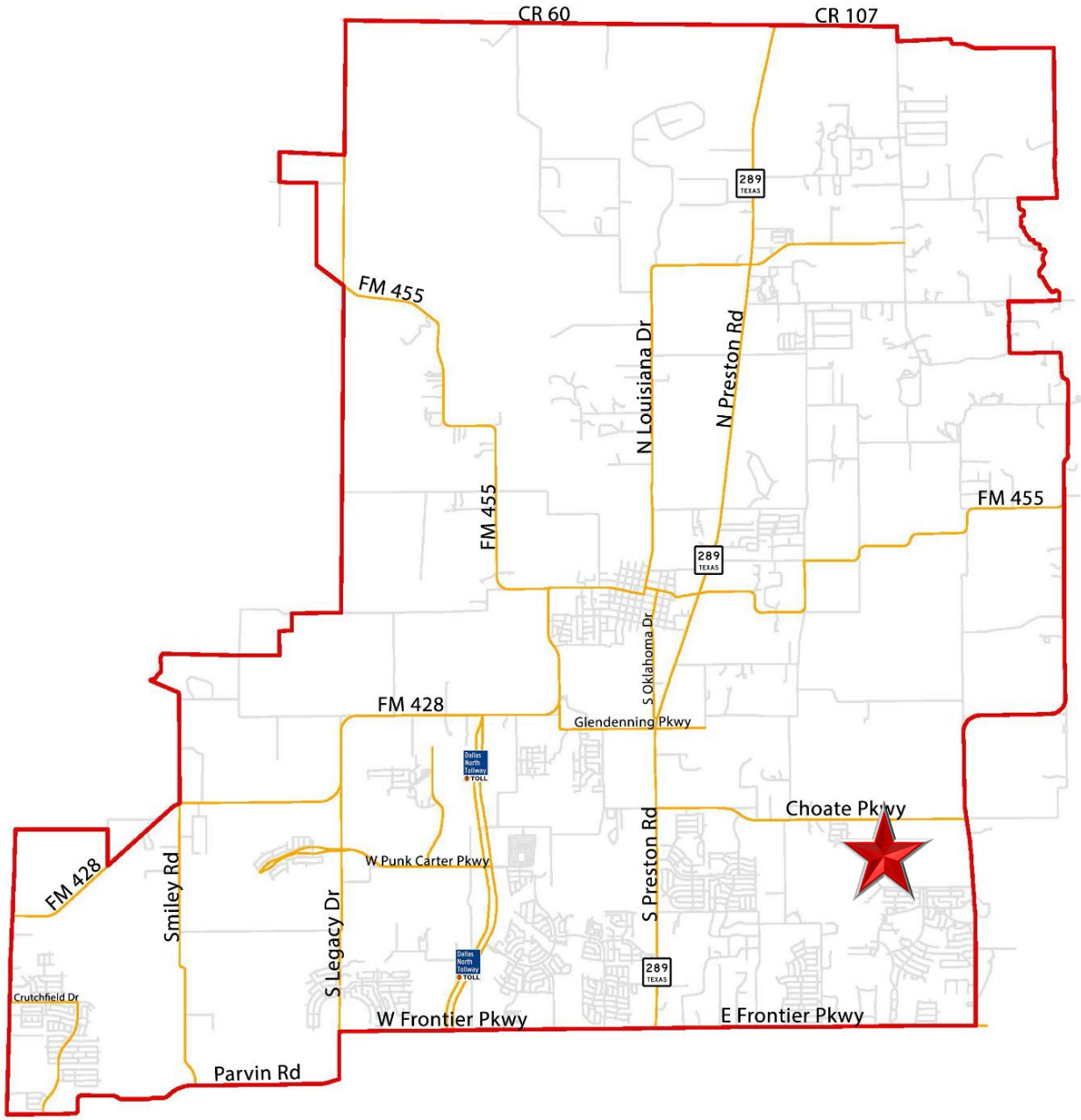
MUSTANG RANCH PHASE 6

PID ASSESSMENT LEVY

City Council
June 14, 2022



Attachment: Staff Presentation (Mustang Lakes Phase #6 – PID Levy Ordinance)



Attachment: Staff Presentation (Mustang Lakes Phase #6 – PID Levy Ordinance)

PID OVERVIEW

- 257 lots
- Estimated Authorized Improvement cost: $5.967 mm
- Estimated PID assessment amount: $5.967 mm

Attachment: Staff Presentation (Mustang Lakes Phase #6 – PID Levy Ordinance)

TAX RATE ANALYSIS

Tax Rate Analysis	Total
Calculated Net Tax Rate Equivalent	$0.3215
FYE 2022 Overlapping Tax Rates	2.355
Estimated Total Net Tax Rate	$2.6765

Attachment: Staff Presentation (Mustang Lakes Phase #6 – PID Levy Ordinance)

PID ASSESSMENT

Assessment per Unit	
74' Lot	$30,836.10
60' Lot	$24,382.03
50' Lot	$20,796.44
40' Lot	$17,210.85

Attachment: Staff Presentation (Mustang Lakes Phase #6 – PID Levy Ordinance)

PID TIMELINE

- ~~January 24, 2022 – PID Creation Resolution~~
- ~~May 10, 2022 – PID Pre-SAP Resolution (Action item)~~
- June 14, 2022 – PID Assessment Levy Ordinance
- Later date – PID Bond Ordinance

Attachment: Staff Presentation (Mustang Lakes Phase #6 – PID Levy Ordinance)

RECOMMENDATION

- Staff recommends approval as presented

Attachment: Staff Presentation (Mustang Lakes Phase #6 – PID Levy Ordinance)

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND PHASE #6 ASSESSMENT ROLL FOR THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY WITHIN PHASE #6 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #6 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 January 24, 2008, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the City; and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Collin Central Appraisal District and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on February 11, 2008, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services (the "Authorized Improvements") described in the petition as required by Section 372.009 of the PID Act; and, after all were given an opportunity to speak and no comments were offered or filed in opposition to the proposed Authorized Improvements or the creation of the District, the City Council closed the public hearing on February 11, 2008; and

WHEREAS, on March 10, 2008, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2008-06R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Lakes at Mustang Ranch Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on May 10, 2022, the City Council adopted a resolution approving a preliminary amended and restated service and assessment plan, including a proposed

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

assessment roll for Phase #6 of the District; calling for a public hearing to consider an ordinance levying assessments on property within Phase #6 of the District (the "Assessments"); authorizing and directing the City Secretary or the Deputy City Secretary of the City to file the proposed assessment roll for Phase #6 of the District and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within Phase #6 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 May 11, 2022, the City Secretary or Deputy City Secretary filed the Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary or Deputy City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on May 16, 2022 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary or Deputy 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 June 14, 2022, and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments proposed to be levied against the Phase #6 Assessed Property (as defined in the Service and Assessment Plan), the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the Phase #6 Assessed Property (as defined in the Service and Assessment Plan) (the "Phase #6 Projects"), the purposes of the Assessments, the special benefits of the Phase #6 Projects, 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 Assessment Roll and the The Lakes at Mustang Ranch Public Improvement District Amended and Restated Service and Assessment Plan, dated June 14, 2022, in a form substantially similar to the attached ***Exhibit A*** (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix L (the "Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phase #6 Projects (as described in the Service and Assessment Plan), the Assessment Roll, or the levy of the Assessments against the Phase #6 Assessed Property; and

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Phase #6 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Phase #6 Projects (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of Phase #6 Assessed Property will receive from the construction of the Phase #6 Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Phase #6 Projects, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended.

(c) The Service and Assessment Plan apportions the Actual Costs of the Phase #6 Projects to be assessed against the Phase #6 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #6 Projects;

(d) All of the real property in Phase #6 of the District which is being assessed in the amounts shown in the Assessment Roll will be benefited by the Phase #6 Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Phase #6 Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

(e) The method of apportionment of the Actual Costs of the Phase #6 Projects and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Phase #6 Projects and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Assessment Roll should be approved as the assessment roll for the Phase #6 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 the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Assessment Roll.

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll of Phase #6 of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the Phase #6 Projects.

(a) The City Council hereby levies an assessment on each parcel of Phase #6 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as a special assessment on the properties set forth in the Assessment Roll.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying 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.

(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 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Phase #6 Projects and Administrative Expenses are 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 VI of the Service and Assessment Plan, the owner of any Phase #6 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 Phase #6 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 Phase #6 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. 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**.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

(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 and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. Filing in Land Records. The City Secretary or the Deputy City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Roll, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary or the Deputy City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

PASSED AND ADOPTED, this the 14th day of June, 2022.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

Lauren Field, Deputy City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

January 13, 2015
As updated for Phase #2 on December 13, 2016,
updated for Phase #3 on December 10, 2019,
updated for Phase #4 on July 14, 2020,
amended and restated for Phase #1 Refunding on August 11, 2020, updated for Phase #5 on June 8, 2021, and
updated for Phase #6 on June 14, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

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RECITALS

WHEREAS, a petition was submitted by the petitioners and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district then located in the extraterritorial jurisdiction of the City to be known as The Lakes at Mustang Ranch Public Improvement District (the "PID"); 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 Collin Central Appraisal District ("CCAD"), and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the PID; and

WHEREAS, on February 11, 2008, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on March 10, 2008, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2008-06R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the Actual Costs of certain Authorized Improvements; and

WHEREAS, on March 27, 2008, the City published notice of its authorization of the PID in the McKinney Courier-Gazette and the Celina Record, newspapers of general circulation in Collin County, the City and the extraterritorial jurisdiction of the City, respectively; and

WHEREAS, no written protests of the PID from any owners of record of property within the PID were filed with the City Secretary within 20 days after March 27, 2008; and

WHEREAS, on November 18, 2014, the City Council by Resolution 2014-60R (i) approved a preliminary service and assessment plan prepared in accordance with Sections 372.13 and 372.14 of the PID Act that determined the costs of certain authorized improvements for the benefit of "Phase #1" and "Phases #2-9" of the PID, including proposed assessment rolls (the "Phase #1 Assessment Roll" and "Phases #2-9 Assessment Roll") as required by Section 372.016(a) of the PID Act; (ii) directed the City Secretary to file said proposed assessment rolls and to make both available for public inspection as required by Section 372.016(b); (iii) called a special meeting and public hearing for December 9, 2014, for the purpose of hearing and passing on any objections to the proposed assessments shown on the proposed Phase #1 Assessment Roll and Phases #2-9 Assessment Roll; and (iv) directed the City Secretary to publish and mail notice of such December 9, 2014 public hearing as required by Section 372.016(b) of the PID Act; and

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

WHEREAS, after publishing and mailing notice as require by the PID Act, the City Council convened the hearing on December 9, 2014 and then the City Council recessed such public hearing until January 13, 2015; and

WHEREAS, on January 13, 2015, the City Council reconvened the public hearing first opened on December 9, 2014, , and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved Ordinance No. 2015-02 (the "Phase #1 Assessment Ordinance") which approved and accepted the Service and Assessment Plan dated January 13, 2015 (the "Original Service and Assessment Plan") in conformity with the requirements of the PID Act, and levied the Phase #1 Assessments, as provided in the Service and Assessment Plan and the Phase #1 Assessment Roll and approved Ordinance No. 2015-03 (the "Phases #2-9 Assessment Ordinance") which approved and accepted the Original Service and Assessment Plan in conformity with the requirements of the PID Act, and levied the Phases #2-9 Assessments, as provided in the Original Service and Assessment Plan and the Phases #2-9 Assessment Roll; and

WHEREAS, the City levied the Phase #1 Assessments on the Phase #1 Assessed Property for the Phase #1 Improvements (as defined in the Original Service and Assessment Plan) and the Phases #2-9 Assessments on the Phases #2-9 Major Improvement Area Assessed Property for the Major Improvements allocable to Phases #2-9 of the PID (the "Phases #2-9 Major Improvements") described in Section III of the Original Service and Assessment Plan), constructed and installed in accordance with the Original Service and Assessment Plan, as amended or updated from time to time; and

WHEREAS, the Phase #1 Assessments and Phases #2-9 Assessments each included a "City Improvement Portion" related to certain water and sewer Major Improvements as described in Section III of the Original Service and Assessment Plan (the "2015 CCMI Assessment"); and

WHEREAS, the City Council has previously issued the City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phase #1 Project) (the "Phase #1 Bonds"), which are secured by the Phase #1 Assessments (excluding the portion of the 2015 CCMI Assessment allocable to Phase #1) which were levied against the assessable property located within the first construction phase of the District ("Phase #1"); and

WHEREAS, the City Council has previously issued the City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phases #2-9 Major Improvement Project) (the "Phases #2-9 Major Improvement Area Bonds", and together with the Phase #1 Bonds, the "2015 PID Bonds"), which are secured by the Phases #2-9 Assessments (excluding the portion of 2015 CCMI Assessment allocable to Phases #2-9) which were levied against the assessable property outside of Phase #1 of the District ("Phase #2-9"); and

WHEREAS, in connection with the 2015 PID Bonds, the City Council approved Resolution No. 2015-01R on January 13, 2015, authorizing that certain "*Reimbursement Agreement – The Lakes at Mustang Ranch Public Improvement District*, effective January 13, 2015, by and between the Developer and the City in which the Developer agrees to fund the costs of Authorized

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Improvements that specially benefit the assessable property within the PID and the City agrees to reimburse the Developer for a portion of such costs funded by the Developer with interest as permitted by Section 372.023(d)(1) of the Act; and

WHEREAS, on December 13, 2016, the City Council adopted Ordinance No. 2016-84, recorded as Document No. 2022022500314270 in the real property records of the County on February 25, 2022, that approved an update to the Service and Assessment Plan and levied assessments on Phase #2 for the Phase #2 Improvements; and

WHEREAS, on December 10, 2019, the City Council adopted Ordinance No. 2019-51, recorded as Document No. 20200102000005770 in the real property records of the County on January 2, 2020, that approved an update to the Service and Assessment Plan and levied assessments on Phase #3 for the Phase #3 Improvements; and

WHEREAS, on July 14, 2020, the City Council adopted Ordinance No. 2020-50, recorded as Document No. 20200716001107540 in the real property records of the County on July 16, 2020, that approved an update to the Service and Assessment Plan and levied assessments on Phase #4 for the Phase #4 Improvements; and

WHEREAS, Chapter 1207, Texas Government Code, as amended, and the PID Act, provide that the City is authorized to issue refunding bonds for the purpose of refunding the Refunded Bonds and restructuring the City's debt service requirements, and to accomplish such refunding by depositing directly with the trustee under the indenture of trust related to the Refunded Bonds, the proceeds of such refunding bonds, together with other available finds, in an amount sufficient to provide for the payment or redemption of such Refunded Bonds, and that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the City Council has previously issued revenue bonds, in accordance with the PID Act and Chapter 1207, Texas Government Code, as amended, to refund a portion of the Phase #1 Bonds, such bonds are entitled "City of Celina, Texas, Special Assessment Revenue Refunding Bonds Series 2020 (The Lakes at Mustang Ranch Public Improvement District Phase #1 Project)" (the "Phase #1 Refunding Bonds"), such Phase #1 Refunding Bonds are payable solely from the Assessment Revenue and other funds pledged under the Indenture related to the Phase #1 Refunding Bonds to the payment of the Phase #1 Refunding Bonds and for the purposes set forth in the Indenture related to the Phase #1 Refunding Bonds; and

WHEREAS, in connection with the Phase #1 Refunding Bonds, the City Council approved an amendment and restatement to the Service and Assessment Plan, as it had been previously updated (the "2020 Amended and Restated Service and Assessment Plan"), and pursuant to direction from the Administrator that the conditions required for completely reducing the 2015 CCMI Assessments, the City has formally released the 2015 CCMI Assessment portion of the Phase #1 Assessment and the Phases #2-9 Assessment; and

WHEREAS, on June 8, 2021, the City Council adopted Ordinance No. 2021-48, recorded as Document No. 20211221002567660 in the real property records of the County on December 21,

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2021, that approved an update to the 2020 Amended and Restated Service and Assessment Plan and levied Assessments on Phase #5 for the Phase #5 Improvements; and

WHEREAS, construction is progressing within the sixth construction phase of the District ("Phase #6") and the City wishes to update the 2020 Amended and Restated Service and Assessment Plan, as previously updated, to levy of Assessments against property within Phase #6 of the District for the Phase #6 Improvements and to prepare for the potential issuance of bonds to be secured by these Assessments levied against property within Phase #6 of the District;

NOW, THEREFORE, the 2020 Amended and Restated Service and Assessment Plan, as previously updated, is further updated for Phase #6 as follows:

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On March 10, 2008 the City Council of the City of Celina, Texas passed Resolution No. 2008-06R approving and authorizing the creation of The Lakes at Mustang Ranch Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID, all of which is located within the City.

The property in the PID is proposed to be developed in approximately nine phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be provided for that phase. Additionally, certain improvements that benefit the entire PID and certain improvements that benefit property within each phase will be paid for by the Developer without reimbursement.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Original Service and Assessment Plan, as updated from time to time, and as amended and restated by the 2020 Amended and Restated Service and Assessment Plan (as updated), and as further updated by this Amended and Restated The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan updated for Phase #6 (the Original Service and Assessment Plan, the 2020 Amended and Restated Service and Assessment Plan and all updates are referred to collectively as the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter. The Assessment Rolls for the PID are included as Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix

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K, and Appendix L of this Service and Assessment Plan. The Assessments as shown on each applicable Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. Definitions

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

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, and property 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, City permit fees, development fees), insurance premiums, and miscellaneous expenses.

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

"Additional Interest Component" mean the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"**Additional Interest Reserve"** means, with respect to the Phase #1 Refunding Bonds, a reserve amount to be funded from Additional Interest Component Collected each year as more fully described in Section V.J of this Service and Assessment Plan.

"Additional Major Improvements" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.C. Assessments will be levied against property within Phase #6 and the Future Phases only to pay for the Actual Costs of the Additional Major Improvements allocable to Phase #6 and the Future Phases, respectively. The

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Actual Costs of the Additional Major Improvements allocable to Phase #1, Phase #2, Phase #3, Phase #4, and Phase #5 will be paid by the Developer without reimbursement.

"Administrator" means the employee or designee of the City, identified in any Trust Indenture relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incidental 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, maintenance, and operation of the PID and the Authorized Improvements, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee's reasonable fees and expenses relating to the Bonds, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds or any costs of issuance associated with the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments, including interest, as shown on the Assessment Rolls attached hereto as Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, and Appendix L as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the amount collected as the Additional Interest Component for the following (as applicable): (A) the Prepayment Reserve described in Section V of this Service and Assessment Plan (with respect to the Phases #2-9 Major Improvement Area Bonds), (B) the Delinquency Reserve in Section V of this Service and Assessment Plan (with respect to the Phases #2-9 Major Improvement Area Bonds) and/or (C) the Additional Interest Reserve described in Section V of this Service and Assessment Plan (with respect to the Phase #1 Refunding Bonds); and (iii) the Administrative Expenses.

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

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

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the respective Assessed Property.

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

"Assessment Roll" means, as applicable, the Phases #2-9 Major Improvement Area Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, the Phase #4 Assessment Roll, the Phase #5 Assessment Roll, the Phase #6 Assessment Roll, or an Assessment Roll for Future Phases of development or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

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

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

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

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"**County**" means Collin 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.

"**Delinquency Reserve"** means, with respect to the Phases #2-9 Major Improvement Area Bonds, a reserve amount to be funded from additional interest collected each year as more fully described in Section V.H of this Service and Assessment Plan.

"Developer" means Celina 682 Partners, L.P., a Texas limited partnership.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

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

"**Future Phases**" means Phases that are fully developed after Phase #1, Phase #2, Phase #3, Phase #4, Phase #5, and Phase #6, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for illustration only. It is anticipated each Future Phase will be assessed for improvements benefitting the specific Phase as well as that specific Future Phase's allocable share of the Additional Major Improvements.

"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 homeowners' association.

"Initial Major Improvements" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

"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 as shown in Appendix E. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, Lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the Lot, as determined by the Administrator and confirmed by the City Council.

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

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

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

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

"Phase #1" means the initial Phase to be developed, identified as "Phase #1" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

"**Phase #1 Additional Projects**" means the pro rata portion of the Additional Major Improvements allocable to Phase #1, which are described in Section III.C.

"**Phase #1 Assessed Property**" means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Initial Projects is levied.

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

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

"Phase #1 Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Improvement District Phase #1 Project)" that were secured by Phase #1 Assessment Revenues and which have been refunded by the Phase #1 Refunding Bonds.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

"**Phase #1 Initial Projects**" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #1and (ii) the Phase #1 Improvements, which are described in Section III.

"Phase #1 Refunding Bonds" means those certain "City of Celina, Texas, Special Assessment Revenue Refunding Bonds, Series 2020 (Lakes at Mustang Ranch Public Improvement District Phase #1 Project)" issued by the City to refund the Phase #1 Bonds relating to the Phase #1 Initial Projects.

"Phase #2" means the second Phase to be developed, identified as "Phase #2" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

"**Phase #2 Additional Projects**" means the pro rata portion of the Additional Major Improvements allocable to Phase #2, which are described in Section III.C.

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

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

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

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

"**Phase #2 Improvements**" mean the Authorized Improvements which only benefit Phase #2 Assessed Property and are described in Section III.E.

"Phase #2 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #2, and (ii) the Phase #2 Improvements, which are described in Section III.

"Phase #3" means the third Phase to be developed, identified as "Phase #3" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

"**Phase #3 Additional Projects**" means the pro rata portion of the Additional Major Improvements allocable to Phase #3, which are described in Section III.C.

"**Phase #3 Assessed Property**" means all Parcels within Phase #3 other than Non-Benefited Property and shown in the Phase #3 Assessment Roll against which an Assessment relating to the Phase #3 Improvements is levied.

"**Phase #3 Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #3 Assessed Property, or the Annual Installments thereof, for a portion of the Phase #3 Improvements.

"Phase #3 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix I**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"**Phase #3 Improvements**" mean the Authorized Improvements which only benefit Phase #3 Assessed Property and are described in Section III.F.

"Phase #3 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #3, and (ii) the Phase #3 Improvements, which are described in Section III.

"Phase #4" means the fourth Phase to be developed, identified as "Phase #4" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix J.

"**Phase #4 Additional Projects**" means the pro rata portion of the Additional Major Improvements allocable to Phase #4, which are described in Section III.C.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

"**Phase #4 Assessed Property**" means all Parcels within Phase #4 other than Non-Benefited Property and shown in the Phase #4 Assessment Roll against which an Assessment relating to the Phase #4 Improvements is levied.

"**Phase #4 Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #4 Assessed Property, or the Annual Installments thereof, for a portion of the Phase #4 Improvements.

"Phase #4 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix J**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"**Phase #4 Improvements**" mean the Authorized Improvements which only benefit Phase #4 Assessed Property and are described in Section III.G.

"Phase #4 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #4, and (ii) the Phase #4 Improvements, which are described in Section III.

"Phase #5" means the fifth Phase to be developed, identified as "Phase #5" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown on the Final Plat Mustang Lakes Phase Five approved by the City on August 10, 2021 and recorded in the real property records of the County as Document No. 20210811010002910 on August 11, 2021.

"**Phase #5 Additional Projects**" means the pro rata portion of the Additional Major Improvements allocable to Phase #5, which are described in Section III.C.

"**Phase #5 Assessed Property**" means all Parcels within Phase #5 other than Non-Benefited Property and shown in the Phase #5 Assessment Roll against which an Assessment relating to the Phase #5 Improvements is levied.

"**Phase #5 Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #5 Assessed Property, or the Annual Installments thereof, for a portion of the Phase #5 Improvements.

"Phase #5 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix K**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"**Phase #5 Improvements**" mean the Authorized Improvements which only benefit Phase #5 Assessed Property and are described in Section III.H.

"Phase #5 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #5, and (ii) the Phase #5 Improvements, which are described in Section III.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

"Phase #6" means the sixth Phase to be developed, identified as "Phase #6" and generally shown in the PID map in Appendix A, and as described in the legal description for Phase #6 in Appendix A

"**Phase #6 Assessed Property**" means all Parcels within Phase #6 other than Non-Benefited Property and shown in the Phase #6 Assessment Roll against which an Assessment relating to the Phase #6 Projects is levied.

"**Phase #6 Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #6 Assessed Property, or the Annual Installments thereof, for the Phase #6 Projects.

"Phase #6 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix L**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"**Phase #6 Improvements**" mean the Authorized Improvements which only benefit Phase #6 Assessed Property and are described in Section III.I.

""**Phase #6 Initial Projects"** mean the pro rata portion of the Initial Major Improvements allocable to Phase #6.

"Phase #6 Projects" mean (i) the pro rata portion of the Additional Major Improvements allocable to Phase #6, and (ii) the Phase #6 Improvements, which are described in Section III.

"Phases #2-9 Major Improvement Area" mean the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"**Phases #2-9 Major Improvement Area Additional Projects**" means the pro rata portion of the Additional Major Improvements allocable to the Phases #2-9 Major Improvement Area and are described in Section III.D.

"Phases #2-9 Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

"**Phases #2-9 Major Improvement Area Initial Projects**" means the pro rata portion of the Initial Major Improvements allocable to the Phases #2-9 Major Improvement Area and are described in Section III.D.

"**Phases #2-9 Major Improvement Area Assessment Revenues**" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against the Phases #2-9 Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Phases #2-9 Major Improvement Area Projects, excluding the pro rata portion of the Additional Major Improvements allocable to the Phases #2-9 Major Improvement Area.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

"Phases #2-9 Major Improvement Area Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phases #2-9 Major Improvement Area Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Improvement District Phases #2-9 Major Improvement Project)" that are secured by Phases #2-9 Major Improvement Area Assessment Revenues.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"Planned Development Regulations" means the development regulations included as Exhibit D to the Amended and Restated Development Agreement dated as of October 23, 2014 and recorded in the Official Public Records of Collin County, Texas, on November 7, 2014, at document number 20141107001222280.

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

"**Prepayment Reserve"** means, with respect to the Phases #2-9 Major Improvement Area Bonds, a reserve amount to be funded from additional interest collected each year as more fully described in Section V.G of this Service and Assessment Plan.

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

"Reimbursement Agreement" means that certain Reimbursement Agreement – The Lakes at Mustang Ranch Public Improvement District, effective January 13, 2015, by and between the Developer and the City in which the Developer agrees to fund certain Actual Costs of Authorized improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by Section 372.023(d)(1) of the Act.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be updated and/or amended from time to time.

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

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

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

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is located within the City limits and contains approximately 682 acres of land. A map of the property and each Phase within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,701 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to property within the PID. The estimated number of Lots (1,701) and the classification of each Lot are based upon the revised development plan. Development within the Future Phases (i.e., Phases #7-9) is subject to change and this Service and Assessment Plan will be updated as Assessments are levied for Authorized Improvements within each of these Future Phases.

The property within the PID was originally proposed to be developed as shown Table II-A.

Table II-A
Proposed Development - Original

Lot Type	Quantity	Measurement
Single Family – One acre	49	Units
Single Family – 100 Ft	25	Units
Single Family – 86 Ft	170	Units
Single Family – 74 Ft	457	Units
Single Family – 60 Ft	508	Units
Single Family – 50 Ft	590	Units
Total	**1,799**	**Units**

The original development plan was revised in 2016 and the revised lot count and lot mix is shown in Table II-B.

Table II-B
Proposed Development – Revised 2016

Lot Type	Quantity	Measurement
Single Family – One acre	48	Units
Single Family – 100 Ft	18	Units
Single Family – 86 Ft	163	Units
Single Family – 74 Ft	458	Units
Single Family – 60 Ft	495	Units
Single Family – 50 Ft	590	Units
Total	**1,772**	**Units**

The 2016 revised development plan was revised in 2021 and the revised lot count and lot mix is shown in Table II-C.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table II-C
Proposed Development – Revised 2021

Lot Type	Quantity	Measurement
Single Family – One acre	32	Units
Single Family – 100 Ft	58	Units
Single Family – 86 Ft	262	Units
Single Family – 74 Ft	375	Units
Single Family – 65 Ft	69	Units
Single Family – 60 Ft	334	Units
Single Family – 50 Ft	594	Units
Total	**1,724**	**Units**

The 2021 revised development plan is being revised in 2022 and the revised lot count and lot mix is shown in Table II-D.

Table II-D
Proposed Development – Revised 2022

Lot Type	Quantity	Measurement
Single Family – One acre	33	Units
Single Family – 100 Ft	58	Units
Single Family – 86 Ft	280	Units
Single Family – 74 Ft	362	Units
Single Family – 65 Ft	167	Units
Single Family – 60 Ft	325	Units
Single Family – 50 Ft	343	Units
Single Family – 40 Ft	73	Units
Single Family – 35 Ft	60	Units
Total	**1,701**	**Units**

B. Property Included in the Phases #2-9 Major Improvement Area

The Phases #2-9 Major Improvement Area consists of approximately 504 acres and is currently projected to contain 1,366 single family residential units (including the 360 units in Phase #2, 195 single units in Phase #3, 9 units in Phase #4, 96 units in Phase #5, and 257 units in Phase #6). A map of the property depicting the boundaries of each Phase and the proposed boundaries of each Future Phase is shown in Appendix A.

The property within the Phases #2-9 Major Improvement Area was originally proposed to be developed as shown Table II-E.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table II-E
Proposed Development – Phases #2-9 Major Improvement Area - Original

Lot Type	Quantity	Measurement
Single Family – One acre	31	Units
Single Family – 100 Ft	25	Units
Single Family – 86 Ft	123	Units
Single Family – 74 Ft	401	Units
Single Family – 60 Ft	404	Units
Single Family – 50 Ft	481	Units
Total	**1,465**	**Units**

The original development plan was revised in 2016 and the revised lot count and lot mix for the Phases #2-9 Major Improvement Area is shown in Table II-F.

Table II-F
Proposed Development – Phases #2-9 Major Improvement Area – Revised 2016

Lot Type	Quantity	Measurement
Single Family – One acre	30	Units
Single Family – 100 Ft	18	Units
Single Family – 86 Ft	115	Units
Single Family – 74 Ft	402	Units
Single Family – 60 Ft	391	Units
Single Family – 50 Ft	481	Units
Total	**1,437**	**Units**

The 2016 revised development plan was revised in 2021 and the revised lot count and lot mix for the Phases #2-9 Major Improvement Area is shown in Table II-G.

Table II-G
Proposed Development – Phases #2-9 Major Improvement Area – Revised 2021

Lot Type	Quantity	Measurement
Single Family – One acre	14	Units
Single Family – 100 Ft	58	Units
Single Family – 86 Ft	214	Units
Single Family – 74 Ft	319	Units
Single Family – 65 Ft	69	Units
Single Family – 60 Ft	230	Units
Single Family – 50 Ft	485	Units
Total	**1,389**	**Units**

The 2021 revised development plan is being revised in 2022 and the revised lot count and lot mix for the Phases #2-9 Major Improvement Area is shown in Table II-H.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table II-H
Proposed Development – Phases #2-9 Major Improvement Area – Revised 2022

Lot Type	Quantity	Measurement
Single Family – One acre	15	Units
Single Family – 100 Ft	58	Units
Single Family – 86 Ft	232	Units
Single Family – 74 Ft	306	Units
Single Family – 65 Ft	167	Units
Single Family – 60 Ft	221	Units
Single Family – 50 Ft	234	Units
Single Family – 40 Ft	73	Units
Single Family – 35 Ft	60	Units
Total	**1,366**	**Units**

C. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 178 acres and is projected to contain 335 single family residential units. A map of the property within Phase #1 is shown in Appendix A.

The property within Phase #1 of the PID was originally proposed to be developed as shown in Table II-I.

Table II-I
Proposed Development – Phase #1 – Original

Lot Type	Quantity	Measurement
Single Family – One acre	18	Units
Single Family – 86 Ft	47	Units
Single Family – 74 Ft	56	Units
Single Family – 60 Ft	104	Units
Single Family – 50 Ft	109	Units
Total	**334**	**Units**

The original development plan was revised in 2016 and the revised lot count and lot mix for the Phase #1 is shown in Table II-J.

Table II-J
Actual Development – Phase #1 – Revised 2016

Lot Type	Quantity	Measurement
Single Family – One acre	18	Units
Single Family – 86 Ft	48	Units
Single Family – 74 Ft	56	Units
Single Family – 60 Ft	104	Units
Single Family – 50 Ft	109	Units
Total	**335**	**Units**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

D. PROPERTY INCLUDED IN PHASE #2

Phase #2 consists of approximately 104 acres and is projected to contain 360 single family residential units. A map of the property within Phase #2 is shown in Appendix A.

The property within Phase #2 of the PID has been developed as shown in Table II-K.

Table II-K
Actual Development – Phase #2

Lot Type	Quantity	Measurement
Single Family – 100 Ft	4	Units
Single Family – 86 Ft	49	Units
Single Family – 74 Ft	68	Units
Single Family – 60 Ft	68	Units
Single Family – 50 Ft	171	Units
Total	**360**	**Units**

E. PROPERTY INCLUDED IN PHASE #3

Phase #3 consists of approximately 72 acre and is projected to contain 195 single family residential units. A map of the property within Phase #3 is shown in Appendix A.

The property within Phase #3 of the PID has been developed as shown in Table II-L.

Table II-L
Actual Development – Phase #3

Lot Type	Quantity	Measurement
Single Family – 86 Ft	25	Units
Single Family – 74 Ft	88	Units
Single Family – 60 Ft	82	Units
Total	**195**	**Units**

F. PROPERTY INCLUDED IN PHASE #4

Phase #4 consists of approximately 3.007 acres and is projected to contain 9 single family residential units. A map of the property within Phase #4 is shown in Appendix A.

The property within Phase #4 of the PID is has been developed as shown in Table II-M.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table II-M
Actual Development – Phase #4

Lot Type	Quantity	Measurement
Single Family – 86 Ft	2	Units
Single Family – 74 Ft	3	Units
Single Family – 60 Ft	2	Units
Single Family – 50 Ft	2	Units
Total	**9**	**Units**

G. Property Included in Phase #5

Phase #5 consists of approximately 35.835 acres and is projected to contain 96 single family residential units. A map of the property within Phase #5 is shown in Appendix A.

The property within Phase #5 of the PID has been developed as shown in Table II-N.

Table II-N
Proposed Development – Phase #5 - Original

Lot Type	Quantity	Measurement
Single Family – 86 Ft	60	Units
Single Family – 65 Ft	36	Units
Total	**96**	**Units**

The development plan was revised in 2021 based on the actual plat recorded in August 2021 and the revised lot count and lot mix within Phase #5 is shown in Table II-O.

Table II-O
Actual Development – Phase #5 – 2021 Revised

Lot Type	Quantity	Measurement
Single Family – 86 Ft	58	Units
Single Family – 65 Ft	38	Units
Total	**96**	**Units**

H. Property Included in Phase #6

Phase #6 consist of approximately 64.337 acres is and projected to contain 257 single family residential units. A map of the property within Phase #6 is shown in Appendix A.

The property within Phase #6 of the PID is proposed to be developed as shown in Table II-P.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table II-P
Proposed Development – Phase #6

Lot Type	Quantity	Measurement
Single Family – 74 Ft	61	Units
Single Family – 60 Ft	69	Units
Single Family – 50 Ft	61	Units
Single Family – 40 Ft	66	Units
Total	**257**	**Units**

I. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, it is anticipated that additional Bonds may be issued and/or obligations may be incurred under the Reimbursement Agreement for each new Phase. In connection with the issuance of each new series of Bonds and/or new obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated to add additional details of each new Phase as shown for Phase #1 in Section B above. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, and Appendix L.

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

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

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

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Authorized Improvements as described in Appendix B and shown on the diagrams included as Appendix C should be undertaken by the City for the benefit of the property within the PID.

B. DESCRIPTIONS AND COSTS OF INITIAL MAJOR IMPROVEMENTS

The Initial Major Improvements benefit the entire PID. The Actual Costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Initial Major Improvements are shown in Table III-A.

Roadway Improvements:

The roadway portion of the Initial Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks and retaining walls. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Initial Major Improvements includes water mains of various diameters, generally 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Initial Major Improvements includes sanitary sewer mains of various diameters, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Initial Major Improvements includes pre-development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, curb inlets, pre-cast headwalls, detention structures and trench safety. The storm drainage collection system improvements have been constructed according to City standards.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table III-A
Initial Major Improvement Costs

Authorized Improvements	Total Initial Major Improvement Costs	Phase #1 Allocated Amount[1]	Phases #2-9 Major Improvement Area Allocated Amount
Roadway Improvements	$10,366,268	$1,988,018	$8,378,250
Water improvements	$918,591	$176,165	$742,426
Sanitary sewer improvements	$1,651,669	$316,753	$1,334,916
Storm drainage improvements	$1,768,948	$339,245	$1,429,703
Soft and miscellaneous costs[2]	$427,195	$81,926	$1,692,977
Total Authorized Improvements	**$15,132,671**	**$2,902,107**	**$13,578,272**

[1]Allocation of Initial Major Improvements are based on the methodologies described in Section V.C and shown in Table V-A.
[2]The Phases #2-9 Major Improvement Area allocated amount includes $1,347,708 in estimated bond issuance costs included in the original budget that were subsequently substituted with other soft and miscellaneous costs.

C. DESCRIPTIONS AND COSTS OF ADDITIONAL MAJOR IMPROVEMENTS

The Additional Major Improvements benefit the entire PID. The Budgeted Costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. It is anticipated that assessments will be levied against property within Phase #6 and the Future Phases to pay for the Actual Costs of the Additional Major Improvements allocable to Phase #6 and the Future Phases, respectively. The Actual Costs of the Additional Major Improvements allocable to Phase #1, Phase #2, Phase #3, Phase #4, and Phase #5 will be paid by the Developer without reimbursement.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Additional Major Improvements are shown in Table III-B.

Roadway Improvements:

The roadway portion of the Additional Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks, street lights and appurtenances thereto. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements will be constructed according to City standards.

Water Improvements:

The water distribution system portion of the Additional Major Improvements includes water mains of various diameters, generally 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements will be constructed according to City standards.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Additional Major Improvements includes sanitary sewer mains of various diameters, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Additional Major Improvements includes pre-development erosion control, excavation of detention facilities, retaining walls, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, curb inlets, pre-cast headwalls, detention structures and trench safety. The storm drainage collection system improvements will be constructed according to City standards.

Table III-B
Estimated Additional Major Improvement Costs

Authorized Improvements	Total Additional Major Improvement Costs	Phase #1 Allocated Amount[1]	Phases #2-9 Major Improvement Area Allocated Amount[1]
Roadway Improvements	$1,417,681	$281,924	$1,135,757
Water improvements	$182,128	$36,219	$145,909
Sanitary sewer improvements	$172,975	$34,398	$138,577
Storm drainage improvements	$285,348	$56,745	$228,603
Soft and miscellaneous costs	$80,026	$15,914	$64,112
Total Authorized Improvements	**$2,138,158**	**$425,200**	**$1,712,958**

[1]Allocation of Additional Major Improvements are based on the methodologies described in Section V.D and shown in Table V-D. Additional Major Improvements allocated to Phase #1, Phase #2, Phase #3, Phase #4, and Phase #5 will be paid for by the Developer without reimbursement.

The Phases #2-9 Major Improvement Area allocated amounts of the Additional Major Improvements is allocated to all Phases within the Phases #2-9 Major Improvement Area as shown in Table III-C.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table III-C
Estimated Additional Major Improvement Costs – Phases #2-9 Major Improvement Area Allocation

Authorized Improvements	Total Phases #2-9 Major Improvement Area Allocated Amount[1]	Phase #2, Phase #3, Phase #4, and Phase #5 Allocated Amount[2]	Phase #6 Allocated Amount[2]	Future Phases Allocated Amount[2]
Roadway Improvements	$1,135,757	$537,053	$176,976	$421,727
Water improvements	$145,909	$68,995	$22,736	$54,179
Sanitary sewer improvements	$138,577	$65,527	$21,593	$51,456
Storm drainage improvements	$228,603	$108,097	$35,621	$84,884
Soft and miscellaneous costs	$64,112	$30,316	$9,990	$23,806
Total Authorized Improvements	**$1,712,958**	**$809,988**	**$266,917**	**$636,053**

[1]See Table III-B.
[2]Allocation of Additional Major Improvements are based on the methodologies described in Section V.D and shown in Table V-D. Additional Major Improvements allocated to Phase #2, Phase #3, Phase #4, and Phase #5 will be paid for by the Developer without reimbursement.

D. DESCRIPTION AND COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #1 Initial Projects and the Budgeted Costs of the Phase #1 Additional Projects are shown in Table III-D.

Roadway Improvements:

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, removal of existing curb, sidewalks, retaining walls, signage and traffic control devises. The Phase #1 roadway improvements include an allocable share of perimeter road improvements. The Phase #1 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #1 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves. The Phase #1 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #1 Improvements includes PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #1 sanitary sewer collection system improvements have been constructed according to City standards.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.B.s, curb inlets, pre-cast headwalls, detention structures and trench safety. The Phase #1 storm drainage collection system improvements have been constructed according to City standards.

Table III-D
Phase #1 Initial Project and Phase #1 Additional Project Costs

Authorized Improvements	Phase #1's Proportional Share of Initial Major Improvements[1]	Phase #1 Additional Projects[2]	Phase #1 Improvements	Total
Roadway improvements	$1,988,018	$281,924	$3,039,827	$5,309,769
Water improvements	$176,165	$36,219	$1,108,794	$1,321,178
Sanitary sewer improvements	$316,753	$34,398	$943,787	$1,294,938
Storm drainage improvements	$339,245	$56,745	$651,432	$1,047,422
Soft and miscellaneous costs	$81,926	$15,914	$626,775	$724,616
Total Authorized Improvements	**$2,902,107**	**$425,200**	**$6,370,615**	**$9,697,922**

[1]See Table III-A.
[2]See Table III-B. Additional Major Improvements allocated to Phase #1 will be paid for by the Developer without reimbursement.

E. DESCRIPTIONS AND COSTS OF PHASE #2 IMPROVEMENTS

The Phase #2 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #2 Initial Projects and the Budgeted Costs of the Phase #2 Additional Projects are shown in Table III-E.

Roadway Improvements:

The roadway portion of the Phase #2 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks, signage and traffic control devises. The Phase #2 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #2 Improvements include PVC waterlines, various sized gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #2 water distribution system improvements have been constructed according to City standards.

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Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #2 Improvements includes PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #2 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #2 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.B.s, curb inlets, pre-cast headwalls, detention structures and trench safety. The Phase #2 storm drainage collection system improvements have been constructed according to City standards.

Table III-E
Phase #2 Initial Project and Phase #2 Additional Project Costs

Authorized Improvements	Phase #2 Improvements[1]	Phase #2's Proportional Share of Initial Major Improvements[2]	Phase #2's Additional Projects[3]	Total
Roadway improvements	$2,170,986	$2,024,515	$273,397	$4,468,898
Water improvements	$740,466	$179,399	$35,123	$954,988
Sanitary sewer improvements	$826,596	$322,568	$33,358	$1,182,522
Storm drainage improvements	$914,871	$345,473	$55,029	$1,315,372
Soft and miscellaneous costs	$761,108	$409,090	$15,433	$1,185,631
Total Authorized Improvements	**$5,414,027**	**$3,281,045**	**$412,339**	**$9,107,411**

[1]Costs of the Phase #2 Improvements were paid by the Developer; and a portion of such costs have been or will be reimbursed to the Developer solely by Phase #2 Assessment Revenues or by the proceeds of Bonds secured by Phase #2 Assessment Revenues if issued by the City in the future.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #2's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) Phases #2-9 Major Improvement Area Assessment Revenues not securing the Phases #2-9 Major Improvement Area Bonds applied toward the obligation under the Reimbursement Agreement relating to the Initial Major Improvements, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #2's proportional share of Additional Major Improvements will be paid solely by the Developer without reimbursement.

F. DESCRIPTIONS AND COSTS OF PHASE #3 IMPROVEMENTS

The Phase #3 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #3 Initial Projects and the Budgeted Costs of the Phase #3 Additional Projects are shown in Table III-F.

Roadway Improvements:

The roadway portion of the Phase #3 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street

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pavements, ramps, sidewalks, signage and traffic control devises. The Phase #3 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #3 Improvements include PVC waterlines, various sized gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #3 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #3 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #3 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #3 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.B.s, curb inlets, headwalls, detention structures and trench safety. The Phase #3 storm drainage collection system improvements have been constructed according to City standards.

Table III-F
Phase #3 Initial Project and Phase #3 Additional Project Costs

Authorized Improvements	Phase #3 Improvements[1]	Phase #3's Proportional Share of Initial Major Improvements[2]	Phase #3's Additional Projects[3]	Total
Roadway improvements	$1,919,000	$1,241,757	$165,812	$3,326,568
Water improvements	$727,000	$110,036	$21,302	$858,338
Sanitary sewer improvements	$554,000	$197,850	$20,231	$772,082
Storm drainage improvements	$965,000	$211,899	$33,374	$1,210,273
Soft and miscellaneous costs	$212,000	$250,919	$9,360	$472,279
Total Authorized Improvements	**$4,377,000**	**$2,012,462**	**$250,078**	**$6,639,540**

[1]Costs of the Phase #3 Improvements were paid by the Developer; and a portion of such costs have been or will be reimbursed to the Developer solely by Phase #3 Assessment Revenues or by the proceeds of Bonds secured by Phase #3 Assessment Revenues if issued by the City in the future.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #3's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) Phases #2-9 Major Improvement Area Assessment Revenues not securing the Phases #2-9 Major Improvement Area Bonds applied toward the obligation under the Reimbursement Agreement relating to the Initial Major Improvements, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #3's proportional share of Additional Major Improvements will be paid solely by the Developer without reimbursement.

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G. DESCRIPTION AND COSTS OF PHASE #4 IMPROVEMENTS

The Phase #4 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #4 Initial Projects and the Budgeted Costs of the Phase #4 Additional Projects are shown in Table III-G.

Roadway Improvements:

The roadway portion of the Phase #4 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks and signage. The Phase #4 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #4 Improvements include PVC waterlines and miscellaneous fittings. The Phase #4 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #4 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #4 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #4 Improvements includes pre and post development erosion control, silt fences, various size R.C.B.s, storm inlets, headwalls, curb inlets, curlex with seed and trench safety. The Phase #4 storm drainage collection system improvements have been constructed according to City standards.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table III-G
Phase #4 Initial Project and Phase #4 Additional Project Costs

Authorized Improvements	Phase #4 Improvements[1]	Phase #4's Proportional Share of Initial Major Improvements[2]	Phase #4's Additional Projects[3]	Total
Roadway improvements	$222,000	$56,019	$7,507	$285,526
Water improvements	$48,000	$4,964	$964	$53,928
Sanitary sewer improvements	$33,000	$8,926	$916	$42,842
Storm drainage improvements	$33,000	$9,559	$1,511	$44,070
Soft and miscellaneous costs	$56,000	$11,320	$424	$67,743
Total Authorized Improvements	**$392,000**	**$90,788**	**$11,322**	**$494,110**

[1]Costs of the Phase #4 Improvements were paid by the Developer; and a portion of such costs have been or will be reimbursed to the Developer solely by Phase #4 Assessment Revenues or by the proceeds of Bonds secured by Phase #4 Assessment Revenues if issued by the City in the future.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #4's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) Phases #2-9 Major Improvement Area Assessment Revenues not securing the Phases #2-9 Major Improvement Area Bonds applied toward the obligation under the Reimbursement Agreement relating to the Initial Major Improvements, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #4's proportional share of Additional Major Improvements will be paid solely by the Developer without reimbursement.

H. DESCRIPTIONS AND ESTIMATED COSTS OF PHASE #5 IMPROVEMENTS

The Phase #5 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #5 Initial Projects and the Budgeted Costs of the Phase #5 Additional Projects are shown in Table III-H.

Roadway Improvements:

The roadway portion of the Phase #5 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks and signage. The Phase #5 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #5 Improvements include PVC waterlines and miscellaneous fittings. The Phase #5 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #5 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #5 sanitary sewer collection system improvements have been constructed according to City standards.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #5 Improvements includes pre and post development erosion control, silt fences, various size R.C.B.s, storm inlets, headwalls, curb inlets, curlex with seed and trench safety. The Phase #5 storm drainage collection system improvements will be constructed according to City standards.

Table III-H
Phase #5 Initial Project and Phase #5 Additional Project Costs

Authorized Improvements	Phase #5 Improvements[1]	Phase #5's Proportional Share of Initial Major Improvements[2]	Phase #5's Additional Projects[3]	Total
Roadway improvements	$1,819,522	$686,941	$90,338	$2,596,802
Water improvements	$561,505	$60,872	$11,606	$633,983
Sanitary sewer improvements	$372,977	$109,451	$11,022	$493,451
Storm drainage improvements	$527,430	$117,223	$18,183	$662,836
Soft and miscellaneous costs	$182,761	$138,809	$5,099	$326,669
Total Authorized Improvements	**$3,464,195**	**$1,113,296**	**$136,249**	**$4,713,740**

[1]Costs of the Phase #5 Improvements have been paid by the Developer; and a portion of such costs have been or will be reimbursed to the Developer solely by Phase #5 Assessment Revenues or by the proceeds of Bonds secured by Phase #5 Assessment Revenues if issued by the City in the future.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #5's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) Phases #2-9 Major Improvement Area Assessment Revenues not securing the Phases #2-9 Major Improvement Area Bonds applied toward the obligation under the Reimbursement Agreement relating to the Initial Major Improvements, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #5's proportional share of Additional Major Improvements will be paid solely by the Developer without reimbursement.

I. DESCRIPTION OF ESTIMATED COSTS OF PHASE #6 IMPROVEMENTS

The Phase #6 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #6 Projects are shown in Table III-I and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements:

The roadway portion of the Phase #6 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks and signage. The Phase #6 roadway improvements will be constructed according to City standards.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Water Improvements:

The water distribution system portion of the Phase #6 Improvements include PVC waterlines, various sized gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #6 water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #6 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #6 sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #6 Improvements includes pre and post development erosion control, silt fences, various size R.C.B.s, storm inlets, headwalls, curb inlets, curlex with seed and trench safety. The Phase #6 storm drainage collection system improvements will be constructed according to City standards.

Table III-I
Estimated Phase #6 Initial Project and Phase #6 Project Costs

Authorized Improvements	Phase #6 Improvements[1]	Phase #6's Proportional Share of Initial Major Improvements[1]	Phase #6's Proportional Share of Additional Major Improvements[1]	Total
Roadway improvements	$2,868,493	$1,291,478	$176,976	$4,336,947
Water improvements	$929,716	$114,442	$22,736	$1,066,894
Sanitary sewer improvements	$882,344	$205,773	$21,593	$1,109,710
Storm drainage improvements	$675,593	$220,384	$35,621	$931,598
Soft and miscellaneous costs	$344,797	$260,966	$9,990	$615,754
Total Phase #6 Improvement Costs	**$5,700,944**	**$2,093,043**	**$266,917**	**$8,060,903**

[1]Costs of the Phase #6 Improvements will be paid by the Developer; and a portion of such costs will be reimbursed to the Developer solely by Phase #6 Assessment Revenues or by the proceeds of Bonds secured by Phase #6 Assessment Revenues if issued by the City in the future.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #6's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) Phases #2-9 Major Improvement Area Assessment Revenues not securing the Phases #2-9 Major Improvement Area Bonds applied toward the obligation under the Reimbursement Agreement relating to the Initial Major Improvements, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #6's proportional share of Additional Major Improvements will be paid by the Developer and a portion of such costs will be reimbursed to the Developer solely by Phase #6 Assessment Revenues or by the proceeds of Bonds secured by Phase #6 Assessment Revenues if issued by the City in the future.

The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

A. FUTURE PHASE AUTHORIZED IMPROVEMENTS

As Future Phases are developed, additional Bonds may be issued and/or obligations may be incurred under the Reimbursement Agreement to finance Authorized Improvements for each Future Phase. As Bonds are issued and/or obligations are incurred under the Reimbursement Agreement for each Future Phase, this Service and Assessment Plan will be updated to identify the specific Authorized Improvements financed by such Bonds or the Reimbursement Agreement that benefit each Future Phase (e.g., a Table III-J will be added to show the estimated costs for phase #7, etc.).

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. The Initial Major Improvements and the Phase #1 Improvements were completed and accepted by the City in 2016. The Phase #2 Improvements were completed and accepted by the City in 2017. The Phase #3 Improvements were completed and accepted by the City in 2020. The Phase #4 Improvements were completed and accepted by the City in 2020. The Phase #5 Improvements were completed and accepted by the City in 2021. The Phase #6 Improvements are under construction and are anticipated to be completed and accepted by the City in second or third quarter of 2022. Construction of the Additional Major Improvements will commence with the start of construction within Phase #7 in June 2022 and is anticipated to be completed and accepted by the City in 2024.

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 and Actual Costs of the Authorized Improvements, and updating the Assessment Rolls. Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Phases #2-9 Major Improvement Area Bonds were issued in 2015 to finance a portion of the Phases #2-9 Major Improvement Area Initial Projects. Table IV-A summarizes the updated sources and uses of funds required to construct the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Additional Major Improvement Area Additional Projects, establish the PID, and issue the Phases #2-9 Major Improvement Area Bonds. The Actual Costs for Phases #2-9 Major Improvement Area Initial Projects and the Budgeted Costs of the Phases #2-9 Additional Major Improvement Area Additional Projects plus costs related to the issuance of the Phases #2-9 Major Improvement Area Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID is $19,862,958 as shown in Table IV-A. As noted previously and shown in Table IV-A, the costs of the Phases #2-9 Additional Major Improvement Area Additional Projects allocable to Phases #1-5 will be paid by the Developer without reimbursement. A portion of the costs of the Phases #2-9 Additional Major Improvement Area Additional Projects allocable to Phase #6 may be paid from Phase #6 Assessment Revenues or from the proceeds of Bonds secured by Phase #6 Assessment Revenues if issued by the City in the future. The remaining costs of the Phases #2-9 Additional Major Improvement Area Additional Projects allocable to Phases #7-9 will be paid by the Developer and a portion of such costs may be reimbursed to the Developer from Assessments levied against Phases #7, #8 and #9 if the City, in its sole discretion, chooses to levy such Assessments in the future.

The Phase #1 Bonds were issued in 2015 to finance a portion of the Phase #1 Initial Projects. Table IV-B shows the updated sources and uses of the Phase #1 Bonds. The Actual Costs for Phase #1 Initial Projects and the Budgeted Costs of the Phase #1 Additional Projects plus costs related to the issuance of the Phase #1 Bonds, in one or more series and payment of expenses incurred in the establishment, administration and operation of the PID is $11,397,819 as shown in Table IV-B. As noted previously and shown in Table IV-B, the costs of the Phase #1 Additional Projects will be paid by the Developer without reimbursement.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

The Phase #1 Refunding Bonds were issued in 2020 to refund the Phase #1 Bonds and were secured by the Phase #1 Assessments. The Actual Costs for Phase #1 Initial Projects plus costs related to the issuance of the Phase #1 Bonds and the Phase #1 Refunding Bonds for Phase #1 Initial Projects and payment of expenses incurred in the establishment, administration and operation of the PID is $9,808,026 as shown in Table IV-C.

Phases #2-9 Major Improvement Area

Table IV-A shows the updated sources and uses of the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects.

Table IV-A
Updated Sources and Uses – Phases #2-9 Major Improvement Area

Sources of Funds	Phases # 2-9 Major Improvement Bonds	Reimbursement Agreement	Other Financing Sources (Reimbursable[1])	Other Financing Sources (Non-Reimbursable[2])	Total
Bond par amount	$13,150,000	$5,000,000	$0	$0	$18,150,0
Other financing sources	$0	$0	$902,970	$809,988	$1,712,9
Total Sources	**$13,150,000**	**$5,000,000**	**$902,970**	**$809,988**	**$19,862,9**
Uses of Funds					
Initial Major Improvements:					
Roadway improvements	$6,315,471	$2,062,779	$0	$0	$8,378,2
Water improvements	$468,504	$273,922	$0	$0	$742,4
Sanitary sewer improvements	$859,158	$475,758	$0	$0	$1,334,9
Storm drainage improvements	$712,550	$717,153	$0	$0	$1,429,7
Soft and miscellaneous costs	$222,589	$1,470,388	$0	$0	$1,692,9
Subtotal	*$8,578,272*	*$5,000,000*	*$0*	*$0*	*$13,578,2*
Additional Major Improvements:					
Roadway improvements	$0	$0	$598,704	$537,053	$1,135,7
Water improvements	$0	$0	$76,915	$68,995	$145,9
Sanitary sewer improvements	$0	$0	$73,049	$65,527	$138,5
Storm drainage improvements	$0	$0	$120,506	$108,097	$228,6
Soft and miscellaneous costs	$0	$0	$33,796	$30,316	$64,1
Subtotal	*$0*	*$0*	*$902,970*	*$809,988*	*$1,712,9*
Bond Issuance Costs:					
Debt service reserve	$1,073,375	$0	$0	$0	$1,073,3
Capitalized interest	$1,590,250	$0	$0	$0	$1,590,2
Bond issuance costs	$1,908,104	$0	$0	$0	$1,908,1
Subtotal	*$4,571,728*	*$0*	*$0*	*$0*	*$4,571,7*
Total Uses	**$13,150,000**	**$5,000,000**	**$902,970**	**$809,988**	**$19,862,9**

[1]The Additional Major Improvements allocable to Phase #6 and Future Phases are reimbursable under the Reimbursement Agreement for each respective P
[2]The Additional Major Improvements allocable to Phase #2, Phase #3, Phase #4, and Phase #5 are non-reimbursable and will be financed by the Developer

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

The Phases #2-9 Major Improvement Area Bonds shown in Table IV-A were issued in 2015 and are being used to pay and/or reimburse the Developer for a portion of the costs of Phases #2-9 Major Improvement Area Initial Projects. A portion of the costs of the Phases #2-9 Major Improvement Area Initial Projects are being financed in accordance with the Reimbursement Agreement. The remaining costs of the Phases #2-9 Major Improvement Area Initial Projects as well as the costs of the Phases #2-9 Major Improvement Area Additional Projects is being financed by the Developer and will not be assessed or reimbursed.

All tables in this section are rounded to the nearest dollar for presentation purposes.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Phase #1

Table IV-B shows the updated sources and uses of the Phase #1 Initial Projects and Phase #1 Additional Projects.

Table IV-B
Updated and Sources and Uses –Phase #1

Sources of Funds	Phase #1 Bonds	Other Financing Sources (Non-Reimbursable[2])	Total
Bond par amount	$9,000,000	$0	$9,000,000
Developer contribution[1]	$1,972,619	$0	$1,972,619
Other financing sources	$0	$425,200	$425,200
Total Sources	**$10,972,619**	**$425,200**	**$11,397,819**
Uses of Funds			
Initial Major Improvements:			
Roadway improvements	$1,988,018	$0	$1,988,018
Water improvements	$176,165	$0	$176,165
Sanitary sewer improvements	$316,753	$0	$316,753
Storm drainage improvements	$339,245	$0	$339,245
Soft and miscellaneous costs	$81,926	$0	$81,926
Subtotal	*$2,902,107*	*$0*	*$2,902,107*
Phase #1 Improvements:			
Roadway improvements	$3,039,827	$0	$3,039,827
Water improvements	$1,108,794	$0	$1,108,794
Sanitary sewer improvements	$943,787	$0	$943,787
Storm drainage improvements	$651,432	$0	$651,432
Soft and miscellaneous costs	$626,775	$0	$626,775
Subtotal	*$6,370,615*	*$0*	*$6,370,615*
Additional Major Improvements:			
Roadway improvements	$0	$281,924	$281,924
Water improvements	$0	$36,219	$36,219
Sanitary sewer improvements	$0	$34,398	$34,398
Storm drainage improvements	$0	$56,745	$56,745
Soft and miscellaneous costs	$0	$15,914	$15,914
Subtotal	*$0*	*$425,200*	*$425,200*
Bond Issuance Costs:			
Debt service reserve	$727,844	$0	$727,844
Capitalized interest	$456,939	$0	$456,939
Other Bond issuance costs	$515,114	$0	$515,114
Subtotal	*$1,699,897*	*$0*	*$1,699,897*
Total Uses	**$10,972,619**	**$425,200**	**$11,397,819**

[1]The Developer contribution amount includes amount deposited in connection with the Phase #1 Bonds and Phase #1 share of the Initial Major Improvements and includes the Actual Costs for the Phase #1 Initial Projects paid for directly by the Developer.
[2]The Additional Major Improvements allocable to Phase #1 are non-reimbursable and will be financed by the Developer.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

The Phase #1 Bonds shown in Table IV-B were issued in 2015 and were used to pay and/or reimburse the Developer for a portion of the costs of Phase #1 Initial Projects. A portion of the costs of Phase #1 Initial Projects were financed through contributions made by the Developer. The remaining costs of the Phase #1 Initial Projects and the Phase #1 Additional Projects are being financed by the Developer and will not be assessed or reimbursed.

On August 11, 2020, the City approved issuance of the Phase #1 Refunding Bonds in the total par amount of $7,750,000 to refund the Phase #1 Bonds. Table IV-C shows the sources and uses of the Phase #1 Refunding Bonds.

Table IV-C
Updated Sources and Uses – Phase #1 -Refunding

Sources of Funds	**Total**
Bond par amount	$7,750,000
Bond Premium	$436,658
Available Trust Fund Balances	$1,621,369
Total Sources	**$9,808,026**
Uses of Funds	
Deposit to Escrow Fund for Phase #1 Refunding Bonds	$8,910,266
Bond issuance costs:	
Reserve Fund	$134,259
Cost of Issuance	$384,712
Other bond issuance costs	$378,789
Subtotal: Bond issuance costs	*$897,761*
Total Uses	**$9,808,026**

The outstanding principal due, interest due, and additional interest due for Prepayment Reserve and Delinquency Reserve for the Phase #1 Bonds from 2021 to 2040 were $8,225,000, $5,869,063, and $509,250, respectively, for 335 Lots less 3 prepaid Lots (332 Lots) at the time the Phase #1 Refunding Bonds were issued.

The total principal due, interest due, and additional interest for Additional Interest Reserve due for the Phase #1 Refunding Bonds from 2021 to 2040 were $7,750,000, $2,741,550, and $454,025, respectively, for 335 Lots less 3 prepaid Lots (332 Lots) at the time the Phase #1 Refunding Bonds were issued. As a result, the principal, interest, and additional interest reserve net refunding savings from the Phase #1 Refunding Bonds are $475,000, $3,127,512, and $55,225, respectively, totaling $3,657,737. Table IV-D shows a summary of net savings from the refunding.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table IV-D
Summary of Savings –Phase #1 Refunding Bonds (Series 2020)

	Lots	Period	Principal	Interest	Administrative Expenses	Additional Interest	Total Annua Installme
Phase #1 Bonds - Original	335	2015-2040	$9,000,000	$8,647,400	$485,335	$755,125	$18,887,
Phase #1 Bonds - Outstanding	332	2021-2040	$8,225,000	$5,869,063	$391,422	$509,250	$14,994,
Phase #1 Refunding Bonds	332	2021-2040	$7,750,000	$2,741,550	$391,422	$454,025	$11,336,
Net Refunding related savings			**$475,000**	**$3,127,512**	**$0**	**$55,225**	**$3,657,**

Phase #2

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #2 Improvements is secured by Assessments levied against Phase #2 Assessed Property (i.e., the Phase #2 Assessment Revenues). The Phase #2 Assessment Revenues related to the Phase #2 Improvements are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues securing the Phases #2-9 Major Improvement Area Bonds and the obligations under the Reimbursement Agreement related to the Initial Major Improvements. The Actual Costs for Phase #2 Improvements are $5,414,027.

Table IV-E shows the sources and uses for Phase #2 Improvements and Phase #2 Additional Projects.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table IV-E
Updated Sources and Uses –Phase #2

Sources of Funds	Reimbursement Agreement	Other Financing Sources (Non-Reimbursable[1])	Total
Assessments	$5,300,000	$0	$5,300,000
Other funding sources	$114,027	$412,339	$526,366
Total Sources	**$5,414,027**	**$412,339**	**$5,826,366**
Uses of Funds			
Phase #2 Improvements:			
Roadway improvements	$2,170,986	$0	$2,170,986
Water improvements	$740,466	$0	$740,466
Sanitary sewer improvements	$826,596	$0	$826,596
Storm drainage improvements	$914,871	$0	$914,871
Other soft and miscellaneous costs	$761,108	$0	$761,108
Subtotal	*$5,414,027*	*$0*	*$5,414,027*
Phase #2 Additional Projects:			
Roadway improvements	$0	$273,397	$273,397
Water improvements	$0	$35,123	$35,123
Sanitary sewer improvements	$0	$33,358	$33,358
Storm drainage improvements	$0	$55,029	$55,029
Soft and miscellaneous costs	$0	$15,433	$15,433
Subtotal	*$0*	*$412,339*	*$412,339*
Total Uses	**$5,414,027**	**$412,339**	**$5,826,366**

[1]The Phase #2 Additional Projects are non-reimbursable and will be financed by the Developer.

A portion of the costs of Phase #2 Improvements will be reimbursed to the Developer under the terms of the Reimbursement Agreement. The City may elect to issue one or more series of Bonds secured by the Phase #2 Assessments to finance the costs of the Phase #2 Improvements, including paying any amounts owed for the Phase #2 Improvements under the Reimbursement Agreement.

Phase #3

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #3 Improvements is secured by Assessments levied against Phase #3 Assessed Property (i.e., the Phase #3 Assessment Revenues). The Phase #3 Assessment Revenues related to the Phase #3 Improvements are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues securing the Phases #2-9 Major Improvement Area Bonds and the obligations under the Reimbursement Agreement related to the Initial Major Improvements. The Actual Costs for Phase #3 Improvements are $4,377,000.

Table IV-F shows the sources and uses for Phase #3 Improvements and Phase #3 Additional Projects.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table IV-F
Updated Sources and Uses –Phase #3

Sources of Funds	Reimbursement Agreement	Other Financing Sources (Non-Reimbursable[1])	Total
Assessments	$3,700,000	$0	$3,700,000
Other funding sources	$677,000	$250,078	$927,078
Total Sources	**$4,377,000**	**$250,078**	**$4,627,078**
Uses of Funds			
Phase #3 Improvements:			
Roadway improvements	$1,919,000	$0	$1,919,000
Water improvements	$727,000	$0	$727,000
Sanitary sewer improvements	$554,000	$0	$554,000
Storm drainage improvements	$965,000	$0	$965,000
Other soft and miscellaneous costs	$212,000	$0	$212,000
Subtotal	*$4,377,000*	*$0*	*$4,377,000*
Phase #3 Additional Projects:			
Roadway improvements	$0	$165,812	$165,812
Water improvements	$0	$21,302	$21,302
Sanitary sewer improvements	$0	$20,231	$20,231
Storm drainage improvements	$0	$33,374	$33,374
Soft and miscellaneous costs	$0	$9,360	$9,360
Subtotal	*$0*	*$250,078*	*$250,078*
Total Uses	**$4,377,000**	**$250,078**	**$4,627,078**

[1]The Phase #3 Additional Projects are non-reimbursable and will be financed by the Developer.

A portion of the costs of Phase #3 Improvements will be reimbursed to the Developer under the terms of the Reimbursement Agreement. The City may elect to issue one or more series of Bonds secured by the Phase #3 Assessments to finance the costs of the Phase #3 Improvements, including paying any amounts owed for the Phase #3 Improvements under the Reimbursement Agreement

Phase #4

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #4 Improvements is secured by Assessments levied against Phase #4 Assessed Property (i.e., the Phase #4 Assessment Revenues). The Phase #4 Assessment Revenues related to the Phase #4 Improvements are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues securing the Phases #2-9 Major Improvement Area Bonds and the obligations under the Reimbursement Agreement related to the Initial Major Improvements. The Actual Costs for Phase #4 Improvements are $392,000.

Table IV-G shows the sources and uses for Phase #4 Improvements and Phase #4 Additional Projects.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table IV-G
Sources and Uses –Phase #4

Sources of Funds	Reimbursement Agreement	Other Financing Sources (Non-Reimbursable[1])	Total
Assessments	$167,000	$0	$167,000
Other funding sources	$225,000	$11,322	$236,322
Total Sources	**$392,000**	**$11,322**	**$403,322**
Uses of Funds			
Phase #4 Improvements:			
Roadway improvements	$222,000	$0	$222,000
Water improvements	$48,000	$0	$48,000
Sanitary sewer improvements	$33,000	$0	$33,000
Storm drainage improvements	$33,000	$0	$33,000
Other soft and miscellaneous costs	$56,000	$0	$56,000
Subtotal	*$392,000*	*$0*	*$392,000*
Phase #4 Additional Projects:			
Roadway improvements	$0	$7,507	$7,507
Water improvements	$0	$964	$964
Sanitary sewer improvements	$0	$916	$916
Storm drainage improvements	$0	$1,511	$1,511
Soft and miscellaneous costs	$0	$424	$424
Subtotal	*$0*	*$11,322*	*$11,322*
Total Uses	**$392,000**	**$11,322**	**$403,322**

[1]The Phase #4 Additional Projects are non-reimbursable and will be financed by the Developer.

A portion of the costs of Phase #4 Improvements will be reimbursed to the Developer under the terms of the Reimbursement Agreement. The City may elect to issue one or more series of Bonds secured by the Phase #4 Assessments to finance the costs of the Phase #4 Improvements, including paying any amounts owed for the Phase #4 Improvements under the Reimbursement Agreement.

Phase #5

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #5 Improvements is secured by Assessments levied against Phase #5 Assessed Property (i.e., the Phase #5 Assessment Revenues). The Phase #5 Assessment Revenues related to the Phase #5 Improvements are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues securing the Phases #2-9 Major Improvement Area Bonds and the obligations under the Reimbursement Agreement related to the Initial Major Improvements. The Actual Costs for Phase #5 Improvements are $3,464,195.

Table IV-H shows the sources and uses for Phase #5 Improvements and Phase #5 Additional Projects.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table IV-H
Sources and Uses –Phase #5

Sources of Funds	Reimbursement Agreement	Other Financing Sources (Non-Reimbursable[1])	Total
Assessments	$2,510,000	$0	$2,510,000
Other funding sources	$954,195	$136,249	$1,090,444
Total Sources	**$3,464,195**	**$136,249**	**$3,600,444**
Uses of Funds			
Phase #5 Improvements:			
Roadway improvements	$1,819,522	$0	$1,819,522
Water improvements	$561,505	$0	$561,505
Sanitary sewer improvements	$372,977	$0	$372,977
Storm drainage improvements	$527,430	$0	$527,430
Other soft and miscellaneous costs	$182,761	$0	$182,761
Subtotal	*$3,464,195*	*$0*	*$3,464,195*
Phase #5 Additional Projects:			
Roadway improvements	$0	$90,338	$90,338
Water improvements	$0	$11,606	$11,606
Sanitary sewer improvements	$0	$11,022	$11,022
Storm drainage improvements	$0	$18,183	$18,183
Soft and miscellaneous costs	$0	$5,099	$5,099
Subtotal	*$0*	*$136,249*	*$136,249*
Total Uses	**$3,464,195**	**$136,249**	**$3,600,444**

[1]The Phase #5 Additional Projects are non-reimbursable and will be financed by the Developer.

A portion of the costs of Phase #5 Improvements will be reimbursed to the Developer under the terms of the Reimbursement Agreement. The City may elect to issue one or more series of Bonds secured by the Phase #5 Assessments to finance the costs of the Phase #5 Improvements, including paying any amounts owed for the Phase #5 Improvements under the Reimbursement Agreement.

Phase #6

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #6 Projects, consisting both of the Actual Costs of the Phase #6 Improvements and Phase #6's allocable portion of the Additional Major Improvements is secured by Assessments levied against Phase #6 Assessed Property (i.e., the Phase #6 Assessment Revenues). For the avoidance of doubt, the Phase #6 Assessment Revenues related to the Phase #6 Projects are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues securing the Phases #2-9 Major Improvement Area Bonds and the obligations under the Reimbursement Agreement related to the Initial Major Improvements. The Budgeted Costs for Phase #6 Projects are $5,967,861 (consisting of $5,700,944 relating to the Phase #6 Improvements and $266,917 relating to Phase #6 proportional share of the Budgeted Costs of the Additional Major Improvements).

Table IV-I shows the sources and uses for Phase #6 Projects.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table IV-I
Projected Sources and Uses – Phase #6

Sources of Funds	Total
Assessments	$5,967,861
Other funding sources	$0
Total Sources	**$5,967,861**
Uses of Funds	
Phase #6 Improvements:	
Roadway improvements	$2,868,493
Water improvements	$929,716
Sanitary sewer improvements	$882,344
Storm drainage improvements	$675,593
Other soft and miscellaneous costs	$344,797
Subtotal	*$5,700,944*
Additional Major Improvements:	
Roadway improvements	$176,976
Water improvements	$22,736
Sanitary sewer improvements	$21,593
Storm drainage improvements	$35,621
Other soft and miscellaneous costs	$9,990
Subtotal	*$266,917*
Total Uses	**$5,967,861**

The costs of Phase #6 Projects will be reimbursed to the Developer under the terms of the Reimbursement Agreement. The City may elect to issue one or more series of Bonds secured by the Phase #6 Assessments to finance the costs of the Phase #6 Projects, including paying any amounts owed for the Phase #6 Projects under the Reimbursement Agreement.

Future Phases

As Future Phases are developed, the City may levy Assessments against benefitted property within such Future Phase and/or may issue Phased PID Bond to finance the Authorized Improvements required for each new Phase. In connection with the issuance of Bonds and/or as obligations are incurred under the Reimbursement Agreement, this Service and Assessment Plan will be amended (e.g., Table IV-J will be included to add phase #7, etc.).

B. FIVE YEAR SERVICE PLAN

Phases #2-9 Major Improvement Area

The annual projected costs and annual projected indebtedness for the Phases #2-9 Major Improvement Area is shown in Table IV-J. The annual projected costs and indebtedness are subject

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-J
Annual Projected Costs and Annual Projected Indebtedness - Phases #2-9 Major Improvement Area

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phases #2-9 MIA Annual Installments
2021 & Prior	$18,150,000	$18,150,000	$0	$8,542,351
2022	$677,250	$0	$677,250	$1,404,747
2023	$0	$0	$0	$1,399,817
2024	$0	$0	$0	$1,391,347
2025	$1,035,708	$0	$1,035,708	$1,378,894
2026	$0	$0	$0	$1,380,509
2027	$0	$0	$0	$1,387,111
2028	$0	$0	$0	$1,385,250
Total	**$19,862,958**	**$18,150,000**	**$1,712,958**	**$18,270,026**

The annual projected costs shown in Table IV-J are the annual expenditures relating to the Initial Major Improvements shown in Table III-A, the Additional Major Improvements shown in Table III-B, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-A that are allocable to the Phases #2-9 Major Improvement Area. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown in Table IV-K. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table IV-K
Annual Projected Costs and Annual Projected Indebtedness - Phase #1

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #1 Bonds Annual Installments	Phase #1 Refunding Bonds Annual Installments
2021 & Prior	$10,972,619	$9,000,000	$1,972,619	$4,196,859	$0
2022	$168,111	$0	$168,111	$0	$590,354
2023	$0	$0	$0	$0	$566,885
2024	$0	$0	$0	$0	$569,576
2025	$257,089	$0	$257,089	$0	$566,598
2026	$0	$0	$0	$0	$568,175
2027	$0	$0	$0	$0	$569,082
2028	$0	$0	$0	$0	$569,319
Total	**$11,397,819**	**$9,000,000**	**$2,397,819**	**$4,196,859**	**$3,999,989**

The annual projected costs shown in Table IV-K are the annual expenditures relating to the Phase #1 Initial Projects, the Phase #1 Additional Projects, shown in Table III-D, and the costs associated with setting up the PID allocable to Phase #1 and costs of issuance including reserves shown in Table IV-B and Table IV-C. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #2

The annual projected costs and annual projected indebtedness for Phase #2 is shown in Table IV-L. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-L
Annual Projected Costs and Annual Projected Indebtedness - Phase #2

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #2 Annual Installments
2021 & Prior	$5,414,027	$5,300,000	$114,027	$1,537,555
2022	$163,026	$0	$163,026	$535,965
2023	$0	$0	$0	$533,199
2024	$0	$0	$0	$392,295
2025	$249,313	$0	$249,313	$391,736
2026	$0	$0	$0	$394,890
2027	$0	$0	$0	$392,522
2028	$0	$0	$0	$395,926
Total	**$5,826,366**	**$5,300,000**	**$526,366**	**$4,574,089**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

The annual projected costs shown in Table IV-L are the annual expenditures relating to the Phase #2 Initial Projects and the Phase #2 Additional Projects shown in Table III-E and the costs associated with setting up the PID allocable to Phase #2 shown in Table IV-E. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #3

The annual projected costs and annual projected indebtedness for Phase #3 is shown in Table IV-M. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-M
Annual Projected Costs and Annual Projected Indebtedness - Phase #3

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #3 Annual Installments
2021 & Prior	$4,377,000	$3,700,000	$677,000	$338,210
2022	$98,873	$0	$98,873	$323,009
2023	$0	$0	$0	$323,278
2024	$0	$0	$0	$323,213
2025	$151,205	$0	$151,205	$323,155
2026	$0	$0	$0	$259,376
2027	$0	$0	$0	$262,187
2028	$0	$0	$0	$264,738
Total	**$4,627,078**	**$3,700,000**	**$927,078**	**$2,417,167**

The annual projected costs shown in Table IV-M are the annual expenditures relating to the Phase #3 Initial Projects and the Phase #3 Additional Projects shown in Table III-F and the costs associated with setting up the PID allocable to Phase #3 shown in Table IV-F The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #4

The annual projected costs and annual projected indebtedness for Phase #4 is shown in Table IV-N. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table IV-N
Annual Projected Costs and Annual Projected Indebtedness - Phase #4

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #4 Annual Installments
2021 & Prior	$392,000	$167,000	$225,000	$0
2022	$4,476	$0	$4,476	$14,709
2023	$0	$0	$0	$15,082
2024	$0	$0	$0	$15,032
2025	$6,846	$0	$6,846	$14,982
2026	$0	$0	$0	$11,073
2027	$0	$0	$0	$11,008
2028	$0	$0	$0	$11,943
Total	**$403,322**	**$167,000**	**$236,322**	**$93,829**

The annual projected costs shown in Table IV-N are the annual expenditures relating to the Phase #4 Initial Projects and the Phase #4 Additional Projects shown in Table III-G, and the costs associated with setting up the PID allocable to Phase #4 shown in Table IV-G. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #5

The annual projected costs and annual projected indebtedness for Phase #5 is shown in Table IV-O. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-O
Annual Projected Costs and Annual Projected Indebtedness - Phase #5

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #5 Annual Installments
2021 & Prior	$3,464,195	$2,510,000	$954,195	$0
2022	$53,869	$0	$53,869	$0
2023	$0	$0	$0	$212,764
2024	$0	$0	$0	$213,028
2025	$82,380	$0	$82,380	$213,297
2026	$0	$0	$0	$213,572
2027	$0	$0	$0	$213,853
2028	$0	$0	$0	$184,991
Total	**$3,600,444**	**$2,510,000**	**$1,090,444**	**$1,251,505**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

The annual projected costs shown in Table IV-O are the annual expenditures relating to the Phase #5 Initial Projects and Phase #5 Additional Projects shown in Table III-H, and the costs associated with setting up the PID allocable to Phase #5 shown in Table IV-H. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #6

The annual projected costs and annual projected indebtedness for Phase #6 is shown in Table IV-P. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-P
Annual Projected Costs and Annual Projected Indebtedness - Phase #6

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #6 Annual Installments
2022	$5,967,861	$5,967,861	$0	$0
2023	$0	$0	$0	$0
2024	$0	$0	$0	$563,188
2025	$0	$0	$0	$563,900
2026	$0	$0	$0	$564,629
2027	$0	$0	$0	$565,374
2028	$0	$0	$0	$566,135
Total	**$5,967,861**	**$5,967,861**	**$0**	**$2,823,226**

The annual projected costs shown in Table IV-P are the annual expenditures relating to the Phase #6 Projects shown in Table III-I, and the costs associated with setting up the PID shown in Table IV-I. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed bond issuance program entails a series of bond financings and/or obligations under the Reimbursement Agreement that are intended to finance and/or reimburse the costs of the public infrastructure required for the development of property within the PID. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Public Improvements. The City previously issued the Phase #1 Bonds the Phases #2-9 Major Improvement Area Bonds, and the Phase #1 Refunding Bonds to refund the Phase #1 Bonds. The City has also levied assessments on property within Phase #2, Phase #3, Phase #4, and Phase #5 in connection with obligations under the Reimbursement Agreement related to Authorized Improvements undertaken in each Phase and anticipates levying assessment on property within Phase #6 in connection with obligations under the Reimbursement Agreement relating to the Phase #6 Projects. Subsequent Bonds are anticipated to be issued and/or obligations under the Reimbursement Agreement are anticipated to be incurred over the upcoming decade as the Future Phases of the PID are gradually constructed.

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

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

1. The Actual Costs of the Authorized Improvements shall be allocated to the Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken in to consideration: (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the improvements.

3. The Assessed Property is classified into different Lot Types as described in Appendix E based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.

5. The Actual Costs of the Initial Major Improvements are proportionally allocated to the Phases #2-9 Major Improvement Area Assessed Property and the Phase #1 Assessed Property based on the ratio of total original Equivalent Units calculated for the Phases #2-9 Major Improvement Area Assessed Property and the Phase #1 Assessed Property.

6. The Phases #2-9 Major Improvement Area Assessed Property's proportional share of the costs for the Initial Major Improvements is allocated to each Parcel within the Phase #2, Phase #3, Phase #4, and Phase #5 based on the total 2016 revised Equivalent Units calculated for each Parcel.

7. The Phases #2-9 Major Improvement Area Assessed Property's proportional share of the costs for the Initial Major Improvements (excluding Phase #2, Phase #3, Phase #4, and Phase #5 allocable shared) is allocated to each Parcel within the Phase #6 and the Future Phases based on the ratio of the total 2022 revised Equivalent Units calculated for each Parcel for the Phase #6 Assessed Property and the Assessed Property within the Future Phases.

8. The Phases #2-9 Major Improvement Area Assessed Property's proportional share of the costs for the Additional Major Improvements is allocated to each Parcel within the Phases #2-9 Major Improvement Area based on the total 2022 revised Equivalent Units calculated for each Parcel.

9. The Actual Costs of the Phase #1 Improvements are allocated to each Parcel within the Phase #1 Assessed Property based on the total 2016 revised Equivalent Units calculated for each Parcel.

10. The Phase #1 Assessed Property's proportional share of the costs of the Initial Major Improvements are allocated to each Parcel within the Phase #1 Assessed Property based on the total 2016 revised Equivalent Units calculated for each Parcel.

11. The Phase #1 Assessed Property's proportional share of the costs of the Additional Major Improvements are allocated to each Parcel within the Phase #1 Assessed Property based on the total 2022 revised Equivalent Units calculated for each Parcel.

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12. The Phase #2 Improvements are allocated to each Parcel within the Phase #2 Assessed Property based on the original total Equivalent Units calculated for each Parcel.

13. The Phase #3 Improvements are allocated to each Parcel within the Phase #3 Assessed Property based on the original total Equivalent Units calculated estimated for each Parcel.

14. The Phase #4 Improvements are allocated to each Parcel within the Phase #4 Assessed Property based on the original total Equivalent Units calculated for each Parcel.

15. The Phase #5 Improvements are allocated to each Parcel within the Phase #5 Assessed Property based on the original total Equivalent Units calculated for each Parcel.

16. The Phase #6 Improvements are allocated to each Parcel within the Phase #6 Assessed Property based on the total 2022 revised Equivalent Units calculated for each Parcel.

Table V-A provides the original allocation of costs of the Initial Major Improvements and Phase #1 Improvements. Table V-B provides the allocation of the costs of the Initial Major Improvements to property within Phase #2, Phase #3, Phase #4, Phase #5. Table V-C provides the allocation of the costs of the Initial Major Improvements to Phase #6 and the Future Phases. Table V-D provides the allocation of the costs of the Additional Major Improvements to property within Phase #1, Phase #2, Phase #3, Phase #4, Phase #5, Phase #6, and the Future Phases.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from internal subdivision Authorized Improvements that will benefit each individual phase and that are to be financed with Bonds. Therefore, at this time Parcels are only assessed or expected to be assessed for the special benefits conferred upon the Parcel because of the its allocable portion of the Initial Major Improvements, Additional Major Improvements, Phase #1 Improvements, Phase #2 Improvements, Phase #3 Improvements, Phase #4 Improvements, Phase #5 Improvements, and Phase #6 Improvements.

In connection with the issuance of Bonds and/or obligations incurred under the Reimbursement Agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Bonds issued and/or obligation under the Reimbursement Agreement with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Bonds and/or incurring an obligation under the Reimbursement Agreement, 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 Initial Major Improvements, Additional Major Improvements, Phase #1 Improvements, the Phase #2 Improvements, the Phase #3 Improvements, the Phase #4 Improvements, the Phase #5 Improvements, and the Phase #6 Improvements (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied or to be levied on the Phase #1 Assessed Property, Phases #2-9 Major Improvement Area Assessed Property, the Phase #2 Assessed Property, the Phase #3 Assessed

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Property, the Phase #4 Assessed Property, the Phase #5 Assessed Property, and the Phase #6 Assessed Property for that property's allocable portion of such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Initial Major Improvements, Additional Major Improvements, Phase #1 Improvements, the Phase #2 Improvements, the Phase #3 Improvements, the Phase #4 Improvements, the Phase #5 Improvements, and the Phase #6 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Bonds and/or obligations are incurred under the Reimbursement Agreement, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

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

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

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (Dictionary of Real Estate Appraisal, Third Edition.) The Authorized Improvements are expected to be required for the proposed use of the Assessed

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Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the public improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve; (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Assessments result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The property owner has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the property owner is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the Assessed Property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

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5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF INITIAL MAJOR IMPROVEMENTS TO ASSESSED PROPERTY

The Initial Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Actual Costs of the Initial Major Improvements must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of Actual Costs for each Initial Major Improvement to Phase #1 and the Phases #2-9 Major Improvement Area.

Phase #1 contains 335 residential units, and the Phases #2-9 Major Improvement Area was, as part of the 2016 development plan update, projected to contain 1,437 residential units as shown in Appendix E on Table E-6 and Table E-8, respectively. As shown in Appendix E on Table E-21, the total projected 2016 revised Equivalent Units for Phase #1 was calculated as 210.80 and the total projected 2016 revised Equivalent Units for the Phases #2-9 Major Improvement Area was calculated as 888.39, as shown on Table E-24. The total projected 2016 revised Equivalent Units in the PID was, therefore, calculated to be 1,099.19 (i.e., 210.80 + 888.39 = 1,099.19). As a result, 19.18 percent of the Actual Costs of the Initial Major Improvements (i.e.,210.80 ÷ 1,099.19 = 19.18%) were allocated to the Phase #1 Assessed Property and 80.82 percent of the Actual Costs of the Initial Major Improvements (i.e., 888.39 ÷ 1,099.19 = 80.82%) were allocated to the Phases #2-9 Major Improvement Area Assessed Property. Table V-A summarizes the original allocation of Budgeted Costs of the Initial Major Improvements to Phase #1 and the Phases #2-9 Major Improvement Area.

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Table V-A
Allocation of Initial Major Improvements

Authorized Improvement	Total Costs
Roadway improvements	$10,366,268
Water improvements	$918,591
Sanitary sewer Improvements	$1,651,669
Storm drainage Improvements	$1,768,948
Other soft and miscellaneous costs	$427,195
Total Initial Major Improvements	**$15,132,671**
Phase #1	
Projected total Equivalent Units	210.80
% of total Equivalent Units	19.18%
Proportionate share of costs	$2,902,107
Phases #2-9 Major Improvement Area	
Projected total Equivalent Units	888.39
% of total Equivalent Units	80.82%
Proportionate share of costs[1]	$13,578,272

[1]The Phases #2-9 Major Improvement area share of Initial Major Improvement Costs is $13,578,272, which includes $1,347,708 in estimated bond issuance costs included in the original budget that has subsequently been substituted with other soft and miscellaneous costs.

As shown in Table V-A the total amount of the Actual Costs of the Initial Major Improvements originally allocated to the Phases #2-9 Major Improvement Area was $13,578,272.

Phase #2 contains 360 residential units. As shown in Table E-27 of Appendix E, the original total projected Equivalent Units for Phase #2 was calculated as 214.67. The Phases #2-9 Major Improvement Area was projected to contain 1,437 residential units in the 2016 development plan update, resulting in a total 2016 updated Equivalent Units of 888.39 as shown in Table E-24 of Appendix E. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #2 Assessed Property was calculated as 24.16 percent of the costs of the Phases #2-9 Major Improvement Area Initial Major Improvements (i.e., 214.67 ÷ 888.39 = 24.16%) originally allocated to the Phases #2-9 Major Improvement Area Assessed Property. These costs are applicable to the Phase #2 Assessed Property and were reallocated Phase #2 Assessed Property

Phase #3 contains 195 residential units. As shown in Table E-29 of Appendix E, the original total projected Equivalent Units for Phase #3 was calculated as 131.67. The Phases #2-9 Major Improvement Area was projected to contain 1,437 residential units in the 2016 development plan update, resulting in a total 2016 updated Equivalent Units was 888.39 as shown in Table E-24 of Appendix E. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #3 Assessed Property was calculated as 14.82 percent of the costs of the Phases #2-9 Major Improvement Area Initial Major Improvements (i.e., 131.67 ÷ 888.39 = 14.82%) originally allocated to the Phases #2-9 Major

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Improvement Area Assessed Property. These costs are applicable to the Phase #3 Assessed Property and were reallocated Phase #3 Assessed Property as shown in Table V-B.

Phase #4 contains 9 residential units. As shown in Table E-31 of Appendix E, the original total projected Equivalent Units for Phase #2 was calculated as 5.94. The Phases #2-9 Major Improvement Area was projected to contain 1,437 residential units in the 2016 development plan update, resulting in a total 2016 updated Equivalent Units was 888.39 as shown in Table E-24 of Appendix E. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #4 Assessed Property was calculated as 0.67 percent of the costs of the Phases #2-9 Major Improvement Area Initial Major Improvements (i.e., 5.94 ÷ 888.39 = 0.67%) originally allocated to the Phases #2-9 Major Improvement Area Assessed Property. These costs are applicable to the Phase #2 Assessed Property and were reallocated Phase #2 Assessed Property as shown in Table V-B.

Phase #5 contains 96 residential units. As shown in Table E-34 of Appendix E, the 2021 revised total projected Equivalent Units for Phase #5 is calculated as 72.84. The Phases #2-9 Major Improvement Area was originally projected to contain 1,437 residential units in the 2016 development plan update, resulting in a total 2016 updated Equivalent Units was 888.39 as shown in Table E-24 of Appendix E. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #5 Assessed Property was calculated as 8.20 percent of the costs of the Phases #2-9 Major Improvement Area Initial Major Improvements (i.e., 72.84 ÷ 888.39 = 8.20%) originally allocated to the Phases #2-9 Major Improvement Area Assessed Property. These costs are applicable to the Phase #5 Assessed Property and were reallocated Phase #5 Assessed Property as shown in Table V-B.

As shown in Table V-B, the total Initial Major Improvements allocable to Phases #2-9 Major Improvement Area was $13,578,272 and the specific phase proportional amount allocable to Phase #2, Phase #3, Phase #4, and Phase #5 were $3,281,045, $2,012,462, $90,788, and $1,113,296, respectively. As a result, the total Initial Major Improvements allocable to Phases #2-9 Major Improvement Area remaining to be reallocated to Phase #6 and the Future Phases is $7,080,681 (i.e., $13,578,272 – $3,281,045, – $2,012,462 – $90,788 – $1,113,296 = $7.080.681).

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Table V-B
Rellocation of Initial Major Improvement Costs Allocated to Phases
#2-9 Major Improvement Area

Total Initial Major Improvements[1]	**$13,578,272**
Phase #2	
Projected total Equivalent Units	214.67
% of total units	24.16%
Proportionate Share of Costs	$3,281,045
Phase #3	
Projected total Equivalent Units	131.67
% of total units	14.82%
Proportionate Share of Costs	$2,012,462
Phase #4	
Projected total Equivalent Units	5.94
% of total units	0.67%
Proportionate Share of Costs	$90,788
Phase #5	
Projected total Equivalent Units	72.84
% of total units	8.20%
Proportionate Share of Costs	$1,113,296
Future Phases	
Projected total Equivalent Units	463.27
% of total units	52.15%
Proportionate Share of Costs	$7,080,681

[1]Represents the original allocated amount of Initial Major Improvements to the Phases #2-9 Major Improvement Area as shown in Table V-A.

As part of the 2022 development plan update, the Phases #2-9 Major Improvement Area is now projected to contain 1,366 residential units resulting in a total 2022 revised Equivalent Units of 534.07 as shown in Table E-25 of Appendix E. The total 2022 revised Equivalent Units for Phase #2, Phase #3 Phase #4 and Phase #5 are calculated to be 128.56, 77.97, 3.53, and 42.48 as shown in Table E-28, Table E-30, Table E-32, and Table E-35 of Appendix E, respectively. As a result, the Phases #2-9 Major Improvement Area's 2022 revised Equivalent Units applicable to Phase #6 and Future Phases is 281.53 (i.e., 534.07 - 128.56 - 77.97 - 3.53 – 42.48 = 281.53).

Phase #6 contains 257 residential units. As shown in Table E-36 of Appendix E, the total Equivalent Units for Phase #6 is calculated as 83.22. As shown above, the Phases #2-9 Major Improvement Area 2022 revised Equivalent Units applicable to Phase #6 and Future Phases, collectively, is 281.53. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #6 Assessed Property is 29.56 percent (i.e., 83.22 ÷ 281.53 = 29.56%) and the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Future Phases is 70.44 percent (i.e., 198.31 ÷ 281.53 = 70.44%) as shown in Table V-C.

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Table V-C
Allocation of Initial Major Improvement Costs within the Phases #2-9 Major Improvement Area

Total Initial Major Improvements[1]	**$7,080,681**
Phase #6	
Projected total Equivalent Units	83.22
% of total units	29.56%
Proportionate Share of Costs	$2,093,043
Future Phases	
Projected total Equivalent Units	198.31
% of total units	70.44%
Proportionate Share of Costs	$4,987,638

[1]Represents the original allocated amount of Initial Major Improvements to the Phases #2-9 Major Improvement Area excluding amounts allocated to Phase #2, Phase #3, Phase 4, and Phase #5. See Table V-B for amounts previously allocated to Phase #2, Phase #3, Phase #4, and Phase #5.

D. Allocation of Additional Major Improvements to Assessed Property

As shown in Table E-22 and Table E-26 of Appendix E, the 2022 revised total Equivalent Units for Phase #1 and Phases #2-9 Major Improvement Area are calculated as 132.57 and 534.07, respectively, resulting in 665.88 2022 revised total Equivalent Units for the entire PID (i.e., 132.57 + 534.07 = 666.64). As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #1 Assessed Property is calculated as 19.89 percent of the costs of the Additional Major Improvements (i.e., 132.57 ÷ 666.64 = 19.89%) and the percentage used to reallocate the Additional Major Improvements applicable to the Phases #2-9 Major Improvement Area Assessed Property is calculated as 80.11 percent of the costs of the Additional Major Improvements (i.e., 534.07 ÷ 666.64 = 80.11%) as shown in Table V-D.

As shown in Table E-28 of Appendix E, the 2022 revised total Equivalent Units for Phase #2 is calculated as 128.56. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.64. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #2 Assessed Property is calculated as 19.28 percent of the costs of the Additional Major Improvements (i.e., 128.56 ÷ 666.64 = 19.28%) as shown in Table V-D.

As shown in Table E-30 of Appendix E, the 2022 revised total Equivalent Units for Phase #3 is calculated as 77.97. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.64. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #3 Assessed Property is calculated as 11.70 percent of the costs of the Additional Major Improvements (i.e., 77.97 ÷ 666.64 = 11.70%) as shown in Table V-D.

As shown in Table E-32 of Appendix E, the 2022 revised total Equivalent Units for Phase #4 is calculated as 3.53. As shown above, the 2022 revised total Equivalent Units for the entire PID is

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666.64. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #4 Assessed Property is calculated as 0.53 percent of the costs of the Additional Major Improvements (i.e., 3.53 ÷ 666.64 = 0.53%) as shown in Table V-D.

As shown in Table E-35 of Appendix E, the 2022 revised total Equivalent Units for Phase #5 is calculated as 42.48. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.64. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #5 Assessed Property is calculated as 6.37 percent of the costs of the Additional Major Improvements (i.e., 42.48 ÷ 666.64 = 6.37%) as shown in Table V-D.

As shown in Table E-36 of Appendix E, the total Equivalent Units for Phase #6 is calculated as 83.22. As shown above, the 2022 revised total equivalent Units for the entire PID is 666.64. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #6 Assessed Property is calculated as 12.48 percent of the costs of the Additional Major Improvements (i.e., 83.22 ÷ 666.64 = 12.48%) as shown in Table V-D.

The remaining portion of the Additional Major Improvements allocated to the Phases #2-9 Major Improvement Area are allocated to the Future Phases. The percentage used to reallocate the Additional Major Improvements applicable to the Future Phases within the Phases #2-9 Major Improvement Area is calculated as 29.75 percent of the costs of the Additional Major Improvements (i.e., 80.11% – 19.28% – 11.70% – 0.53% – 6.37% – 12.48% = 29.75%) as shown in Table V-D.

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Table V-D
Allocation of Additional Major Improvements

Authorized Improvement	Total Costs
Roadway Improvements	$1,417,681
Water Improvements	$182,128
Sanitary Sewer Improvements	$172,975
Storm Drainage Improvements	$285,348
Other soft and miscellaneous costs	$80,026
Total Additional Major Improvements	**$2,138,158**
Phase #1	
Projected total Equivalent Units	132.57
% of total units	19.89%
Proportionate Share of Costs	$425,200
Phase #2	
Projected total Equivalent Units	128.56
% of total units	19.28%
Proportionate Share of Costs	$412,339
Phase #3	
Projected total Equivalent Units	77.97
% of total units	11.70%
Proportionate Share of Costs	$250,078
Phase #4	
Projected total Equivalent Units	3.53
% of total units	0.53%
Proportionate Share of Costs	$11,322
Phase #5	
Projected total Equivalent Units	42.48
% of total units	6.37%
Proportionate Share of Costs	$136,249
Phase #6	
Projected total Equivalent Units	83.22
% of total units	12.48%
Proportionate Share of Costs	$266,917
Future Phases	
Projected total Equivalent Units	198.31
% of total units	29.75%
Proportionate Share of Costs	$636,053

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E. ASSESSMENT METHODOLOGY

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Phases #2-9 Major Improvement Area

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects financed with the Phases #2-9 Major Improvement Area Bonds and by the Developer under the Reimbursement Agreement and otherwise without reimbursement shall be allocated to the Phases #2-9 Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels within the Phases #2-9 Major Improvement Area based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phases #2-9 Major Improvement Area Initial Projects and the Budgeted Costs of the Phases #2-9 Major Improvement Area Additional Projects, as set forth in Table III-A and III-B, the City Council has determined that the benefit to the Phases #2-9 Major Improvement Area Assessed Property from the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects is at least equal to the Assessments levied on the Phases #2-9 Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2-9 is shown on the Phases #2-9 Major Improvement Area Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Phase #1 Initial Projects and Phase #1 Additional Projects, shall be allocated to the

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Phase #1 Assessed Property by spreading the entire Assessment across the Parcels within Phase #1 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #1 Initial Projects and the Budgeted Costs of the Phase #1 Additional Projects, as set forth in Table III-D, the City Council has determined that the benefit to Phase #1 Assessed Property from the Phase #1 Initial Projects and the Phase #1 Additional Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot Type.

3. Assessment Methodology for Phase #2

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels within Phase #2 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #2 Initial Projects and the Budgeted Costs of the Phase #2 Additional Projects, as set forth in Table III-E, the City Council has determined that the benefit to Phase #2 Assessed Property from the Phase #2 Improvements is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

4. Assessment Methodology for Phase #3

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #3 Improvements shall be allocated to the Phase #3 Assessed Property by spreading the entire Assessment across the Parcels within Phase #3 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #3 Initial Projects and the Budgeted Costs of the Phase #3 Additional Projects as set forth in Table III-F, the City Council has determined that the benefit to Phase #3 Assessed Property from the Phase #3 Improvements is at least equal to the Assessments levied on the Phase #3 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

5. Assessment Methodology for Phase #4

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #4 Improvements shall be allocated to the Phase #4 Assessed Property by spreading the entire Assessment across the Parcels within Phase #4 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #4 Initial Projects and the Budgeted Costs of the Phase #4 Additional Projects, as set forth in Table III-G, the City Council has determined that the benefit to Phase #4 Assessed Property from the Phase #4 Improvements is at least equal to the Assessments levied on the Phase #4 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #4 is shown on the Phase #4 Assessment Roll, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

6. Assessment Methodology for Phase #5

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #5 Improvements shall be allocated to the Phase #5 Assessed Property by spreading the entire Assessment across the Parcels within Phase #5 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #5 Initial Projects and the Budgeted Costs of the Phase #5 Additional Projects, as set forth in Table III-H, the City Council has determined that the benefit to Phase #5 Assessed Property from the Phase #5 Improvements is at least equal to the Assessments levied on the Phase #5 Assessed Property

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #5 is shown on the Phase #5 Assessment Roll, attached as Appendix K, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

7. Assessment Methodology for Phase #6

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #6 Projects shall be allocated to the Phase #6 Assessed Property by spreading the entire Assessment across the Parcels within Phase #6 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #6 Projects, as set forth in Tables III-I, the City Council has determined that the benefit to Phase #6 Assessed Property from the Phase #6 Projects is at least equal to the Assessments levied on the Phase #6 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #6 is shown on the Phase #6 Assessment Roll, attached as Appendix L, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

8. Assessment Methodology for Future Phases

When any given Future Phase is developed, and Bonds for that Future Phase are to be issued and/or a related obligation is incurred under the Reimbursement Agreement, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

F. ASSESSMENTS

The Assessments for the Phases #2-9 Major Improvement Area, Phase #1, Phase #2, Phase #3, Phase #4, Phase #5, and Phase #6 are levied on each Parcel according to the Phases #2-9 Major Improvement Area Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, the Phase #4 Assessment Roll, the Phase #5 Assessment Roll, and the Phase #6 Assessment Roll attached hereto as Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, and Appendix L, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

G. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

H. PREPAYMENT RESERVE

Pursuant to the PID Act, the interest rate for Assessments that secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds (the "Additional Interest Component"), and with respect to the Phases #2-9 Major Improvement Area Bonds, with up to 0.20% (the "Prepayment Component") of such Additional Interest Component allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Phases #2-9 Major Improvement Area Bonds are prepaid, and with respect to the Phases #2-9 Major Improvement Area Bonds, up to 0.30% (the "Delinquency Component) of such Additional Interest Component allocated to fund a Delinquency Reserve account as described below. The Prepayment Reserve Component shall be deposited to a Prepayment Reserve until it reaches 1.50% of the outstanding Phases #2-9 Major Improvement Area Bonds as stipulated in the Phases #2-9 Major Improvement Bond documents. Once the Prepayment Reserve is funded in full, the Prepayment Component will continue to be collected and the Prepayment Component shall be deposited in a Delinquent Reserve account as described in sub-section I below.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

I. DELINQUENCY RESERVE

The City has allocated the Delinquency Component of the Annual Installments, and with respect to the Phases #2-9 Major Improvement Area Bonds, to offset any possible delinquent payments. The Delinquency Reserve shall be funded up to 4% of the outstanding Phases #2-9 Major Improvement Area Bonds. Once the Delinquent Reserve has reached such level, the Delinquency Component may not continue to be collected. The City may allocate a portion of the Delinquency Component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or reduce the Assessments, as determined by the City Council.

J. ADDITIONAL INTEREST RESERVE

Funds generated by the Additional Interest Rate related to the Phase #1 Refunding Bonds and Future Phase Bonds are held in reserves held under the applicable Trust Indenture (the "Additional Interest Reserve"), which may be used to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Phase #1 Refunding Bonds or Future Phase Bonds are prepaid, to offset any possible delinquent payments and pay Administrative Expenses provided for in the applicable Trust Indenture.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

VI. THE ASSESSMENT ROLL

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PHASES #2-9 MAJOR IMPROVEMENT AREA

The Assessment and Annual Installments for each Assessed Property located within the Phases #2-9 Major Improvement Area are shown on the Phases #2-9 Major Improvement Area 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 for each Assessed Property located within the Phases #2-9 Major Improvement Area shall be collected in an amount sufficient to pay (i) principal and interest on the Phases #2-9 Major Improvement Area Bonds, (ii) principal and interest on the Reimbursement Agreement for Phases #2-9 Initial Major Improvements, (iii) Additional Interest to fund the Prepayment Reserve and Delinquency Reserve related to the Phases #2-9 Major Improvement Area Bonds described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for each Assessed Property located within Phase #1 shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1 Refunding Bonds, (ii) the Additional Interest to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for each Assessed Property located within Phase #2 shall be collected in an amount sufficient to pay (i) principal and interest due under the Reimbursement Agreement related to Phase #2, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

D. Amount of Assessments and Annual Installments for Parcels Located Within Phase #3

The Assessment and Annual Installments for each Assessed Property located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for each Assessed Property located within Phase #3 shall be collected in an amount sufficient to pay (i) principal and interest due under the Reimbursement Agreement for Phase #3, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

E. Amount of Assessments and Annual Installments for Parcels Located Within Phase #4

The Assessment and Annual Installments for each Assessed Property located within Phase #4 is shown on the Phase #4 Assessment Roll, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for each Assessed Property located within Phase #4 shall be collected in an amount sufficient to pay (i) principal and interest due under the Reimbursement Agreement for Phase #4, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

F. Amount of Assessments and Annual Installments for Parcels Located Within Phase #5

The Assessment and Annual Installments for each Assessed Property located within Phase #5 is shown on the Phase #5 Assessment Roll, attached as Appendix K, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for each Assessed Property located within Phase #5 shall be collected in an amount sufficient to pay (i) principal and interest due under the Reimbursement Agreement for Phase #5, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

G. Amount of Assessments and Annual Installments for Parcels Located Within Phase #6

The Assessment and Annual Installments for each Assessed Property located within Phase #6 is shown on the Phase #6 Assessment Roll, attached as Appendix L, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

The Annual Installments for each Assessed Property located within Phase #6 shall be collected in an amount sufficient to pay (i) principal and interest due under the Reimbursement Agreement for Phase #6, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

H. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for phase #7, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

I. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels existing prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount and related Prepayment Costs by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

J. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. Payments required as described in Section I or this Section J 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.

K. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or an obligation due under the Reimbursement Agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or obligation under the Reimbursement Agreement, resulting in excess Bond proceeds or Assessment Revenues being available to redeem Bonds of such series and/or a need to reduce the related obligation under the Reimbursement Agreement, as the case may be, then the Assessment securing such series of Bonds and/or obligations under the Reimbursement Agreement 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 or Assessment Revenues shall applied to redeem Bonds of such series as provided in the Indenture or to reduce the obligation under the Reimbursement Agreement, as applicable. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under the Reimbursement Agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds and/or a need to reduce the obligations under the Reimbursement Agreement, 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 obligations under the

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Reimbursement Agreement and/or to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under the Reimbursement Agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under the Reimbursement Agreement is equal to the outstanding principal amount of the Bonds and/or the amount outstanding under the Reimbursement Agreement.

L. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture or applicable reimbursement agreement; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner responsible to pay an Assessment, the Assessment on any Parcel plus Prepayment Costs related thereto may be paid in part; provided, however, if PID Bonds have been issued, then such payment shall be in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator and approved by the City. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Component.

Phases #2-9 Major Improvement Area

Each Assessment for the Phases #2-9 Major Improvement Area Assessed Property shall be paid with interest related to the actual interest rate paid on the Phases #2-9 Major Improvement Area Bonds (plus additional interest) and Reimbursement Agreement allocable to the Phases #2-9 Major Improvement Area, respectively, as shown in the Phases #2-9 Major Improvement Area Assessment Roll. Interest on the Phases #2-9 Major Improvement Area Bonds is based on an interest rate of 5.50% in years 1 through 10 (2015-2024), 6.00% in years 11 through 16 (2025-2030), 6.250% in years 17 through 26 (2031-2040). Interest on the Reimbursement Agreement allocable to the Phases #2-9 Major Improvement Area shall be paid based on an interest rate of 9.43% per annum for years 1 through 5 and 6.43% per annum following the fifth Annual Installment. The interest on the Reimbursement Agreement allocable to the Phases #2-9 Major Improvement Area shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phases #2-9 Major Improvement Area Assessed Property was 4.43%. The City has determined that the Reimbursement Agreement shall bear interest at the interest rate of 9.43% per annum for years 1 through 5 and 6.43% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 9.43% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.43%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phases #2-9 Major Improvement Area Assessment Roll. The Phases #2-9 Major Improvement Area Assessment Roll is shown as Appendix G.

Phase #1 (for Phase #1 Bonds)

Each Assessment for the Phase #1 Assessed Property was originally paid with interest of no more than the actual interest rate paid on the Phase #1 Bonds. The Phase #1 Assessment Roll set forth for each year the Annual Installment for each Parcel based on an interest rate of 5.375% in years 1 through 14 (2015-2028), 5.50% in years 15 through 18 (2029-2032), 5.875% in years 19 through 26 (2033-2040), and the Additional Interest at the rate of 0.5% to fund Prepayment and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix G.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Phase #1 Refunding

Following the issuance of the Phase #1 Refunding Bonds, each Assessment for the Phase #1 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phase #1 Refunding Bonds. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.00% in years 1 through 10 (2021-2030), 3.00% in years 11 through 15 (2031 through 2035), 2.625% in years 16 through 20 (2036-2040), and the Additional Interest at the rate of 0.5% to fund Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix G.

Phase #2

Each Assessment for the Phase #2 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the portion of the Reimbursement Agreement allocable to Phase #2. Interest on the portion of the Reimbursement Agreement allocable to Phase #2 shall be paid based on an interest rate of 8.87% per annum for years 1 through 5 and 5.87% per annum following the fifth Annual Installment. The interest on the Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #2 Assessed Property was 3.87%. The City has determined that the portion of the Reimbursement Agreement allocable to Phase #2 shall bear interest at the interest rate of 8.87% per annum for years 1 through 5 and 5.87% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.87% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.87%. Furthermore, the Annual Installments of the Assessments levied against Phase #2 Assessed Property may not exceed the amounts shown on the Phase #2 Assessment Roll. The Phase #2 Assessment Roll is shown as Appendix H.

Phase #3

Each Assessment for the Phase #3 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the portion of the Reimbursement Agreement allocable to Phase #3. Interest on the portion of the Reimbursement Agreement allocable to Phase #3 shall be paid based on an interest rate of 8.33% per annum for years 1 through 5 and 5.33% per annum following the fifth Annual Installment. The interest on the Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall

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then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #3 Assessed Property was 3.33%. The City has determined that the portion of the Reimbursement Agreement allocable to Phase #3 shall bear interest at the interest rate of 8.33% per annum for years 1 through 5 and 5.33% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.33% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.33%. Furthermore, the Annual Installments of the Assessments levied against Phase #3 Assessed Property may not exceed the amounts shown on the Phase #3 Assessment Roll. The Phase #3 Assessment Roll is shown as Appendix I.

Phase #4

Each Assessment for the Phase #4 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the portion of the Reimbursement Agreement allocable to Phase #4. Interest on the portion of the Reimbursement Agreement allocable to Phase #4 shall be paid based on an interest rate of 7.61% per annum for years 1 through 5 and 4.61% per annum following the fifth Annual Installment. The interest on the Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #4 Assessed Property was 2.61%. The City has determined that the portion of the Reimbursement Agreement allocable to Phase #4 shall bear interest at the interest rate of 7.61% per annum for years 1 through 5 and 4.61% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 7.61% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 4.61%. Furthermore, the Annual Installments of the Assessments levied against Phase #4 Assessed Property may not exceed the amounts shown on the Phase #4 Assessment Roll. The Phase #4 Assessment Roll is shown as Appendix J.

Phase #5

Each Assessment for the Phase #5 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the portion of the Reimbursement Agreement allocable to Phase #5. Interest on the portion of the Reimbursement Agreement allocable to Phase #5 shall be paid based on an interest rate of 7.64% per annum for years 1 through 5 and 4.64% per annum following the fifth Annual Installment. The interest on the Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior

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to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #5 Assessed Property was 2.64%. The City has determined that the portion of the Reimbursement Agreement allocable to Phase #5 shall bear interest at the interest rate of 7.64% per annum for years 1 through 5 and 4.64% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 7.64% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 4.64%. Furthermore, the Annual Installments of the Assessments levied against Phase #5 Assessed Property may not exceed the amounts shown on the Phase #5 Assessment Roll. The Phase #5 Assessment Roll is shown as Appendix K.

Phase #6

Each Assessment for the Phase #6 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the portion of the Reimbursement Agreement allocable to Phase #6. Interest on the portion of the Reimbursement Agreement allocable to Phase #6 shall be paid based on an interest rate of 8.75% per annum for years 1 through 5 and 5.75% per annum following the fifth Annual Installment. The interest on the Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #6 Assessed Property was 3.75%. The City has determined that the portion of the Reimbursement Agreement allocable to Phase #6 shall bear interest at the interest rate of 8.75% per annum for years 1 through 5 and 5.75% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.75% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.75%. Furthermore, the Annual Installments of the Assessments levied against Phase #6 Assessed Property may not exceed the amounts shown on the Phase #6 Assessment Roll. The Phase #6 Assessment Roll is shown as Appendix L.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and/or the obligation due under the Reimbursement Agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds and/or the obligation due under the Reimbursement Agreement in accordance with Section 372.027 of the PID Act. In the

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event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

M. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a Prepayment Reserve (if applicable). Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes, as applicable, and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

Phases #2-9 Major Improvement Area

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Phases #2-9 Major Improvement Area Bonds and Reimbursement Agreement commenced with the issuance of the Phases #2-9 Major Improvement Area Bonds.

Phase #1

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Phase #1 Bonds commenced with the issuance of the Phase #1 Bonds.

Phase #2

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #2 Improvements were billed in October 2018.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Phase #3

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #3 Improvements were billed in October 2020.

Phase #4

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #4 Improvements were billed in October 2021.

Phase #5

The collection of the first Annual Installment for a Phase #5 Lot or Phase #5 Parcel shall commence upon: (A) satisfaction of the applicable requirements of the Trust Indenture relating to the Phases #2-9 Major Improvement Area Bonds relating to the issuance of additional obligations, and (B) the earlier of: (i) September 1st following the recording of the final plat for that Lot or Parcel in the official public records of Collin County, Texas, (ii) the issuance of one or more series of Phase #5 Bonds, or (iii) September 1st following the two year anniversary of the levy of Assessments on the Phase #5 Assessed Property. Such first Annual Installment for a Phase #5 Lot or Phase #5 Parcel shall be due by January 31st of the following calendar year. It is anticipated that the initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #5 Improvements will be billed in October 2022.

Phase #6

The collection of the first Annual Installment for a Phase #6 Lot or Phase #6 Parcel shall commence upon: (A) satisfaction of the applicable requirements of the Trust Indenture relating to the Phases #2-9 Major Improvement Area Bonds relating to the issuance of additional obligations, and (B) the earlier of: (i) September 1, 2023, (ii) with tax bills sent the first October after the issuance of one or more series of Bonds for Phase #6 Projects such that upon the issuance of such Bonds, all Assessments levied for Phase #6 Projects shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments related to the Phase #6 Projects on the Phase #6 Assessed Property. Such first Annual Installment for a Phase #6 Lot or Phase #6 Parcel shall be due by January 31st of the following calendar year.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

VII. THE ASSESSMENT ROLL

A. PHASES #2-9 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Each Parcel within the Phases #2-9 Major Improvement Area has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Phases #2-9 Major Improvement Area.

Phases #2-9 Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phases #2-9 Major Improvement Area Initial Projects and receives benefit from the Phases #2-9 Major Improvement Area Additional Projects being paid for by the Developer. Table VII-A summarizes the $21,575,915 in special benefit received by the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects, the pro rata costs of the PID formation, and issuance costs for the Phases #2-9 Major Improvement Area Bonds. The amount of Phases #2-9 Major Improvement Area Bonds and the Reimbursement Agreement for the Phases #2-9 Major Improvement Area is calculated as $18,150,000 [$13,150,000 + $5,000,000 = $18,150,000], which is less than the benefit received by Phases #2-9 Major Improvement Area Assessed Property for the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects, and as such the total Assessment for all Assessed Property within Phases #2-9 Major Improvement Area for the Phases #2-9 Major Improvement Area Projects is $18,150,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within the Phases #2-9 Major Improvement Area is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2-9 Major Improvement Area Assessment Roll is attached hereto as Appendix F.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table VII-A
Special Benefit Summary – Phases #2-9 Major Improvement Area

Special Benefit	Total Cost
Total Phases #2-9 Major Improvement Area Initial Projects	$15,291,230
Total Phases #2-9 Major Improvement Area Additional Projects[1]	$1,712,958
Subtotal	*$17,004,187*
PID Formation/Bond Issuance Costs:	
Debt service reserve	$1,073,375
Capitalized interest	$1,590,250
Bond issuance costs	$1,908,104
Subtotal Bond Issuance Costs	*$4,571,728*
Total Special Benefit	**$21,575,915**
Special Benefit:	
Total Special Benefit	$21,575,915
Assessment	$18,150,000
Excess Benefit	**$3,425,915**

[1]See Table III-A and Table III-B for details.

B. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #1 Initial Projects and receives benefit from the Phase #1 Additional Projects being paid for by the Developer. Table VII-B summarizes the $11,397,819 in special benefit received by Phase #1 Assessed Property from the Phase #1 Initial Projects and Phase #1 Additional Projects, the pro rata costs of the PID formation, and the issuance costs for the Phase #1 Bonds. The original amount of Phase #1 Bonds was $9,000,000, which was less than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 was $9,000,000 plus annual Administrative Expenses and other authorized charges. In addition, the Phase #1 Assessments were adjusted to reflect the Phase #1 Refunding Bond related savings in the total amount of $475,000. As a result, the net assessment on the Phase #1 Assessed Property was $8,525,000, resulting in $2,872,819 in excess benefit as shown below. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix G.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table VII-B
Special Benefit Summary – Phase #1

Special Benefit	Total Cost
Total Phase #1 Initial Projects[1]	$9,272,722
Total Phase #1 Additional Projects	$425,200
Subtotal	*$9,697,922*
PID Formation/Bond Issuance Costs:	
Debt service reserve	$727,844
Capitalized interest	$456,939
Bond issuance costs	$515,114
Subtotal Bond Issuance Costs	*$1,699,897*
Total Special Benefit	**$11,397,819**
Special Benefit:	
Total Special Benefit	$11,397,819
Original Assessment:	$9,000,000
Refunding related savings	($475,000)
Net Assessment	*$8,525,000*
Excess Benefit	**$2,872,819**

[1]See Table III-D details.

C. PHASE #2 ASSESSMENT ROLL

Phase #2 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #2 Improvements and receives benefit from the Phase #2 Additional Projects being paid for by the Developer. Table VII-C summarizes the $5,826,366 [$5,414,027 + $412,339 = $5,826,366) in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements, the Phase #2 Additional Projects and the pro rata costs of the PID formation. The total amount of obligation under the Reimbursement Agreement related to Phase #2 is $5,300,000, which is less than the benefit received by Phase #2 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #2 is $5,300,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan. The Phase #2 Assessment Roll is attached hereto as Appendix H.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table VII-C
Special Benefit Summary – Phase #2

Special Benefit	Total Cost
Total Phase #2 Improvements[1]	$5,414,027
Total Phase #2 Additional Projects	$412,339
Subtotal	*$5,826,366*
Total Special Benefit	**$5,826,366**
Special Benefit:	
Total Special Benefit	$5,826,366
Assessment	$5,300,000
Excess Benefit	**$526,366**

[1]See Table III-E for details.

D. PHASE #3 ASSESSMENT ROLL

Phase #3 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #3 Improvements and receives benefit from the Phase #3 Additional Projects being paid for by the Developer. Table VII-D summarizes the $4,627,078 [$4,377,000 + $250,078 = $4,627,078) in special benefit received by Phase #3 Assessed Property from the Phase #3 Improvements, the Phase #3 Additional Projects and the pro rata costs of the PID formation. The total amount of obligation under the Reimbursement Agreement related to Phase #3 is $3,700,000, which is less than the benefit received by Phase #3 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #3 is $3,700,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #3 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan. The Phase #3 Assessment Roll is attached hereto as Appendix I.

Table VII-D
Special Benefit Summary – Phase #3

Special Benefit	Total Cost
Total Phase #3 Improvements[1]	$4,377,000
Total Phase #3 Additional Projects	$250,078
Subtotal	*$4,627,078*
Total Special Benefit	**$4,627,078**
Special Benefit:	
Total Special Benefit	$4,627,078
Assessment	$3,700,000
Excess Benefit	**$927,078**

[1]See Table III-F for details.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

E. PHASE #4 ASSESSMENT ROLL

Phase #4 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #4 Improvements and receives benefit from the Phase #4 Additional Projects being paid for by the Developer. Table VII-E summarizes the $403,322 [$392,000 + $11,322 = $403,322) in special benefit received by Phase #4 Assessed Property from the Phase #4 Improvements, the Phase #4 Additional Projects and the pro rata costs of the PID formation. The total amount of obligation under the Reimbursement Agreement related to Phase #4 is $167,000, which is less than the benefit received by Phase #4 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #4 is $167,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #4 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan. The Phase #4 Assessment Roll is attached hereto as Appendix J.

Table VII-E
Special Benefit Summary – Phase #4

Special Benefit	Total Cost
Total Phase #4 Improvements[1]	$392,000
Total Phase #4 Additional Projects	$11,322
Subtotal	*$403,322*
Total Special Benefit	**$403,322**
Special Benefit:	
Total Special Benefit	$403,322
Assessment	$167,000
Excess Benefit	**$236,322**

[1]See Table III-G for details.

F. PHASE #5 ASSESSMENT ROLL

Phase #5 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #5 Improvements and receives benefit from the Phase #5 Additional Projects being paid for by the Developer. Table VII-F summarizes the $3,600,444 [$3,464,195 + $136,249 = $3,600,444) in special benefit received by Phase #5 Assessed Property from the Phase #5 Improvements, the Phase #5 Additional Projects and the pro rata costs of the PID formation. The total amount of obligation under the Reimbursement Agreement related to Phase #5 is $2,510,000, which is less than the benefit received by Phase #5 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #5 is $2,510,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #5 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan. The Phase #5 Assessment Roll is attached hereto as Appendix K.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table VII-F
Special Benefit Summary – Phase #5

Special Benefit	Total Cost
Total Phase #5 Improvements[1]	$3,464,195
Total Phase #5 Additional Projects	$136,249
Total	*$3,600,444*
Total Special Benefit	**$3,600,444**
Special Benefit:	
Total Special Benefit	$3,600,444
Assessment	$2,510,000
Excess Benefit	**$1,090,444**

[1]See Table III-H for details.

G. PHASE #6 ASSESSMENT ROLL

Phase #6 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #6 Projects. Table VII-G summarizes the $5,967,861 in special benefit received by Phase #6 Assessed Property from the Phase #6 Projects and the pro rata costs of the PID formation. The total amount of obligation under the Reimbursement Agreement related to Phase #6 is $5,967,861, which is equal to the benefit received by Phase #6 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #6 is $5,967,861 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #6 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #6 Assessment Roll is attached hereto as Appendix L.

Table VII-G
Special Benefit Summary – Phase #6

Special Benefit	Total Cost
Total Phase #6 Projects[1]	$5,967,861
Total Special Benefit	**$5,967,861**
Special Benefit:	
Total Special Benefit	$5,967,861
Assessment	$5,967,861
Excess Benefit	**$0**

[1]See Table III-I for details.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

H. Future Phase Assessment Roll

As Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for phase #7, etc.).

I. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-9 Major Improvement Area Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, the Phase #4 Assessment Roll, the Phase #5 Assessment Roll, and the Phase #6 Assessment Roll, in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); (iv) payments of the Assessment, if any, as provided by Section VI.H of this Service and Assessment Plan.

Upon the future issuance of Bonds, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Administrative Expenses, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the applicable Trust Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to a parcel of 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 hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

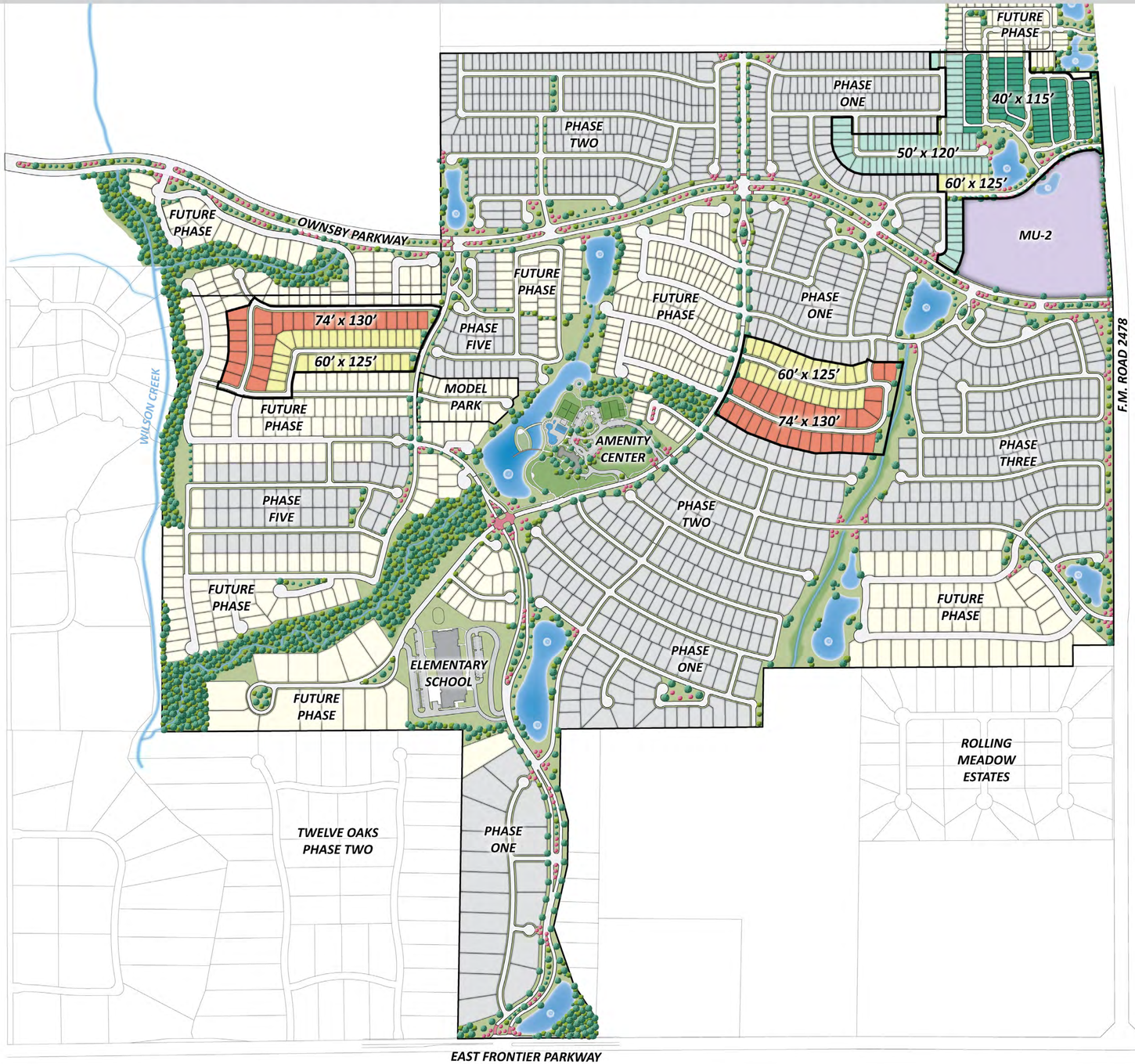
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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

APPENDIX A
THE PID MAP & LEGAL DESCRIPTION FOR PHASE #6

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES-PHASE 6



PHASE SIX DEVELOPMENT DATA

- 66 Lots Total - 40' x 115' Lots
- 61 Lots Total - 50' x 120' Lots
- 69 Lots Total - 60' x 125' Lots
- 61 Lots Total - 74' x 130-135' Lots

MUSTANG LAKES

Celina, Texas
3-02-2021
05052

- Existing Phases
- Future Phases
- Mixed Use

This layout is for conceptual purposes only, based on preliminary information.
It is subject to change without notice and also subject to governmental approvals.

Image is shown at a scale of **1" = 400'** when printed 24 x 36.

N

Cambridge

DOWDEY, ANDERSON & ASSOCIATES, INC.
Land Planning ✣ Civil Engineering ✣ Water Resources ✣ Construction Services

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

LEGAL DESCRIPTION
(64.337 Acres)

TRACT ONE
28.866 ACRES

BEING a tract of land in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas, and being part of that tract of land conveyed in Deed to Celina 682 Partners, L.P., according to the document of record filed in Document Number 20060419000517060, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow cap stamped "DAA" found in the south line of that tract of land conveyed in Deed to Celina 557 Partners, L.P., according to the document of record filed in Document Number 20190205000119410, Official Public Records, Collin County, Texas, for the northeast corner of Lot 22, Block P, MUSTANG LAKES PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Amended Plat of record filed in Cabinet 2017, Page 74, Official Public Records, Collin County, Texas;

THENCE N 89° 51' 51" E, a distance of 110.00 feet to a 1/2" iron rod set in the common north line of said Celina 682 Partners, L.P. tract and the south line of said Celina 557 Partners, L.P. tract

THENCE Leaving said common line, over and across said Celina 682 Partners, L.P. tract, the following courses and distances:

S 00° 17' 18" E, a distance of 19.90 feet to a 1/2" iron rod set;

N 89° 42' 42" E, a distance of 120.00 feet to a 1/2" iron rod set;

N 00° 17' 18" E, a distance of 19.58 feet to a 1/2" iron rod set in said common line;

THENCE N 89° 51' 51" E, along said common line, a distance of 23.09 feet to a 1/2" iron rod set;

THENCE S 89° 56' 24" E, continuing along said common line, a distance of 160.91 feet to a 1/2" iron rod set;

THENCE Leaving said common line, over and across said Celina 682 Partners, L.P. tract, the following courses and distances:

S 00° 17' 18" E, a distance of 41.57 feet to a 1/2" iron rod set;

N 89° 42' 42" E, a distance of 115.00 feet to a 1/2" iron rod set;

N 87° 37' 20" E, a distance of 18.01 feet to a 1/2" iron rod set;

N 00° 17' 18" E, a distance of 40.00 feet to a 1/2" iron rod set in said common line:

THENCE N 89° 42' 42" E, along said common line, a distance of 51.00 feet to a 1/2" iron rod set;

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

THENCE Leaving said common line, over and across said Celina 682 Partners, L.P. tract, the following courses and distances:

S 00° 17' 18" E, a distance of 136.76 feet to a 1/2” iron rod set;

S 45° 16' 10" E, a distance of 14.15 feet to a 1/2” iron rod set;

N 89° 44' 59" E, passing at a distance of 172.31 feet, a 1/2” iron rod found for a common interior ell corner of said Celina 682 Partners, L.P. tract and the southwest corner of that tract of land conveyed in Deed to City of McKinney, according to the document of record filed in Document Number 20111026001149950, Official Public Records, Collin County, Texas, and continuing in all with the south line of said City of McKinney tract, a total distance of 233.83 feet to a 1/2” iron rod set at the beginning of a curve to the right having a central angle of 66° 09' 26", a radius of 58.00 feet and a chord bearing and distance of S 57° 10' 18" E, 63.31 feet;

THENCE Leaving said south line, over and across said Celina 682 Partners, L.P. tract, the following courses and distances:

With said curve to the right, an arc distance of 66.97 feet to a 1/2” iron rod set;

S 33° 30' 00" E, a distance of 16.83 feet to a 1/2” iron rod set;

N 86° 09' 58" E, a distance of 128.26 feet to a 1/2” iron rod set;

N 03° 50' 02" W, a distance of 40.69 feet to a 1/2” iron rod set in said south line;

THENCE N 89° 44' 59" E, with said south line, a distance of 50.11 feet to a 1/2” iron rod with yellow cap stamped “DAA” found in the west line of Farm to Market Road 2478, (F.M. 2478), a variable width right-of-way, for the common most easterly northeast corner of said Celina 682 Partners, L.P. tract and the southeast corner of said City of McKinney tract;

THENCE S 04° 07' 13" E, with the common east line of said Celina 682 Partners, L.P. and the west line of said F.M. 2478, a distance of 113.40 feet to a 1/2” iron rod set;

THENCE S 03° 46' 13" E, continuing with said common line, a distance of 468.22 feet to a 1/2” iron rod set;

THENCE Leaving said common line, over and across said Celina 682 Partners, L.P., the following courses and distances:

S 86° 13' 47" W, a distance of 20.00 feet to a 1/2” iron rod set;

N 48° 46' 13" W, a distance of 42.43 feet to a 1/2” iron rod set;

S 86° 13' 47" W, a distance of 43.85 feet to a 1/2” iron rod set at the beginning of a curve to the left having a central angle of 39° 30' 50", a radius of 425.00 feet and a chord bearing and distance of S 66° 28' 23" W, 287.33 feet;

With said curve to the left, an arc distance of 293.10 feet to a 1/2” iron rod set;

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

S 46° 42' 58" W, a distance of 226.46 feet to a 1/2” iron rod set at the beginning of a curve to the right having a central angle of 42° 59' 44", a radius of 275.00 feet and a chord bearing and distance of S 68° 12' 50" W, 201.56 feet;

With said curve to the right, an arc distance of 206.36 feet to a 1/2” iron rod set;

S 89° 42' 42" W, a distance of 288.01 feet to a 1/2” iron rod set;

S 00° 17' 18" E, a distance of 383.11 feet to a 1/2” iron rod set;

S 16° 50' 58" W, a distance of 90.90 feet to a 1/2” iron rod set;

S 28° 47' 36" W, a distance of 70.11 feet to a 1/2” iron rod set in the north line of Ownsby Parkway, a 120’ right-of-way, said being at the beginning of a non-tangent curve to the right having a central angle of 04° 50' 19", a radius of 1,440.00 feet and a chord bearing and distance of N 58° 47' 15" W, 121.57 feet;

THENCE With the north line of said Ownsby Parkway and said curve to the right, an arc distance of 121.60 feet to a 1/2” iron rod set;

THENCE N 56° 22' 06" W, continuing with the north line of said Ownsby Parkway, a distance of 29.63 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the southeast corner of Lot 16X, Block N, of the above mentioned AMENDED PLAT MUSTANG LAKES PHASE ONE Addition;

THENCE Leaving said north line, and with the east line of said Addition, the following courses and distances:

N 10° 33' 28" E, a distance of 51.53 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found at the beginning of a curve to the left having a central angle of 100° 50' 48", a radius of 50.00 feet and a chord bearing and distance of N 50° 08' 04" E, 77.08 feet;

With said curve the left, an arc distance of 88.01 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 00° 17' 18" W, a distance of 401.47 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

S 89° 42' 42" W, a distance of 60.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the southeast corner of Lot 18, Block S of said Addition;

THENCE N 00° 17' 18" W, a distance of 125.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the northeast corner of said Lot 18;

THENCE With the north and east lines of Block S of said Addition, the following courses and distances:

S 89° 42' 42" W, a distance of 420.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

N 89° 56' 03" W, a distance of 60.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 88° 45' 30" W, a distance of 62.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 75° 42' 38" W, a distance of 54.87 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 63° 09' 54" W, a distance of 54.88 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 50° 34' 40" W, a distance of 54.88 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 37° 59' 21" W, a distance of 54.88 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 25° 26' 07" W, a distance of 54.88 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 12° 50' 57" W, a distance of 54.88 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 00° 17' 18" W, a distance of 187.42 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found in the south line of Seattle Slew Drive, a 50’ right-of-way, for the northeast corner of Lot 1, Block S of said Addition;

THENCE N 89° 42' 42" E, with said south line, a distance of 144.96 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found at the intersection of said south line and the west line of Pillory Lane, a 50’ right-of-way;

THENCE S 00° 17' 18" E, with said west line, a distance of 120.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

THENCE N 89° 42' 42" E, passing at a distance of 50.00 feet, a 1/2” iron rod with a yellow cap stamped “DAA” found for the southwest corner of Lot 1, Block R of said Addition, and continuing in all for a total distance of 610.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the southeast corner of Lot 11, Block R of said Addition;

THENCE With the east line of said Addition, the following courses and distances:

N 00° 17' 18" W, a distance of 120.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 89° 42' 42" E, a distance of 60.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

N 00° 17' 18" W, a distance of 350.50 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

S 89° 42' 42" W, a distance of 50.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

S 00° 17' 18" E, a distance of 10.50 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

S 89° 42' 42" W, a distance of 60.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 00° 17' 18" W, a distance of 122.57 feet to the **POINT OF BEGINNING**, and containing 28.866 acres of land, more or less.

TRACT TWO
17.720 ACRES

BEING a tract of land in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas, and being part of that tract of land conveyed in Deed to Celina 682 Partners, L.P., according to the document of record filed in Document Number 20060419000517060, Official Public Records, Collin County, Texas, and being part of Lot 5X, Block I, MUSTANG LAKES PHASE 3B, an Addition to the City of Celina, Collin County, Texas, according to the Plat filed of record in Cabinet 2020, Page 72, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2” iron rod with a yellow cap stamped “DAA” found for the common northwest corner of said Lot 5X and the southwest corner of Lot 8X, Block T, AMENDED PLAT MUSTANG LAKES PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Cabinet 2017, Page 74, Official Public Records, Collin County, Texas;

THENCE With the south line of Block T of said Addition, the following courses and distances:

S 74° 53' 19" E, a distance of 187.06 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

S 68° 27' 17" E, a distance of 326.93 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

S 79° 48' 00" E, a distance of 271.24 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the common southeast corner of Lot 12, Block T of said Addition and the southwest corner of Lot 13, Block T, MUSTANG LAKES PHASE 3B, an Addition to the City of Celina, Collin County, Texas, according to the Plat filed of record in Cabinet 2020, Page 72, Official Public Records, Collin County, Texas;

THENCE N 89° 40' 07" E, with the south line of said Lot 13, a distance of 18.78 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

THENCE N 73° 05' 16" E, a distance of 101.52 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the southeast corner of Lot 14, Block T of said Addition, said being at the beginning of a non-tangent curve to the right having a central angle of 04° 41' 16", a radius of 175.00 feet and a chord bearing and distance of N 22° 39' 06" E, 14.31 feet;

THENCE With the southeast line of said Lot 14, said curve to the right, an arc distance of 14.32 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the beginning of a reverse curve to the left having a central angle of 01° 13' 19", a radius of 125.00 feet and a chord bearing and distance of N 24° 23' 04" E, 2.67 feet;

THENCE Continuing with the southeast line of said Lot 14 and with said curve to the left, an arc distance of 2.67 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

THENCE S 66° 13' 35" E, leaving the southeast line of said Lot 14, a distance of 50.00 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the southwest corner of Lot 86, Block I of said Addition;

THENCE S 89° 35' 30" E, a distance of 209.93 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for an interior ell corner of Lot 2X, Block I of said Addition;

THENCE S 12° 03' 09" W, with the west line of said Lot 2X, a distance of 675.04 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for an interior ell corer of said Lot 2X;

THENCE N 87° 13' 54" W, a distance of 313.41 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the common corner of Lot 57 and Lot 58, Block I of said Addition;

THENCE S 88° 05' 41" W, a distance of 172.33 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the common corner of Lot 59 and Lot 60, Block I of said Addition;

THENCE N 77° 01' 17" W, a distance of 253.78 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the common corner of Lot 62 and Lot 63, Block I of said Addition;

THENCE N 69° 19' 55" W, a distance of 254.15 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the common corner of Lot 65 and Lot 66, Block I of said Addition;

THENCE N 59° 08' 35" W, a distance of 254.28 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the common corner of Lot 68 and Lot 4X, Block I of said Addition, said being the southeast corner of the above mentioned Lot 5X;

THENCE N 56° 54' 29" W, a distance of 15.00 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found in the east line of Roseland Parkway, a 50' right-of-way, said being the north corner of said Lot 4X and being at the beginning of a non-tangent curve to the left having a central angle of 24° 33' 38", a radius of 1,405.00 feet and a chord bearing and distance of N 20° 48' 42" E, 597.67 feet;

THENCE With the east line of said Roseland Parkway and said curve to the left, an arc distance of 602.27 feet to the **POINT OF BEGINNING**, and containing 17.720 acres of land, more or less.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

TRACT THREE
17.751 ACRES

BEING a tract of land in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas, and being part of that tract of land conveyed in Deed to Celina 682 Partners, L.P., according to the document of record filed in Document Number 20060419000517060, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found for a common interior ell corner of said Celina 682 Partners, L.P. tract and the most southerly southeast corner of that tract of land conveyed in Deed to Celina 557 Partners, L.P., according to the document of record filed in Document Number 20190205000119410, Official Public Records, Collin County, Texas;

THENCE Over and across said Celina 682 Partners, L.P. tract, the following courses and distances:

S 07° 49' 01" E, a distance of 74.05 feet to a 1/2" iron rod set for the **POINT OF BEGINNING** of the tract of land described herein, said being at the beginning of a non-tangent curve to the right having a central angle of 15° 34' 26", a radius of 575.00 feet and a chord bearing and distance of S 24° 23' 49" W, 155.81 feet;

With said curve to the right, an arc distance of 156.29 feet to a 1/2" iron rod set at the beginning of a reverse curve to the left having a central angle of 20° 10' 58", a radius of 1,025.00 feet and a chord bearing and distance of S 22° 05' 33" W, 359.20 feet;

With said curve to the left, an arc distance of 361.06 feet to a 1/2" iron rod set, from which a 1/2" iron rod found for the common northwest corner of Lot 1X and the northeast corner of Lot 1, Block II, MUSTANG LAKES PHASE FOUR, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Cabinet 2020, Page 518, Official Public Records, Collin County, Texas, bears S 06° 26' 04" W, 322.26 feet;

S 89° 38' 46" W, a distance of 854.63 feet to a 1/2" iron rod set;

S 12° 40' 08" W, a distance of 59.64 feet to a 1/2" iron rod set at the beginning of a curve to the left having a central angle of 13° 01' 22", a radius of 225.00 feet and a chord bearing and distance of S 06° 09' 27" W, 51.03 feet;

With said curve to the left, an arc distance of 51.14 feet to a 1/2" iron rod set;

S 00° 21' 14" E, a distance of 76.19 feet to a 1/2" iron rod set;

S 89° 38' 46" W, a distance of 227.59 feet to a 1/2" iron rod set at the beginning of a curve to the right having a central angle of 22° 58' 31", a radius of 525.00 feet and a chord bearing and distance of N 78° 51' 59" W, 209.11 feet;

With said curve to the right, an arc distance of 210.52 feet to a 1/2" iron rod set at the beginning of a reverse curve to the left having a central angle of 08° 54' 51", a radius of 475.00 feet and a chord bearing and distance of N 71° 50' 09" W, 73.83 feet;

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With said curve to the left, an arc distance of 73.90 feet to a 1/2” iron rod set;

N 76° 17' 34" W, a distance of 32.26 feet to a 1/2” iron rod set;

N 13° 33' 49" E, a distance of 50.00 feet to a 1/2” iron rod set;

S 76° 17' 34" E, a distance of 12.50 feet to a 1/2” iron rod set;

N 18° 09' 01" E, a distance of 157.29 feet to a 1/2” iron rod set;

N 07° 18' 54" E, a distance of 69.08 feet to a 1/2” iron rod set;

N 00° 21' 14" W, a distance of 147.03 feet to a 1/2” iron rod set;

N 05° 55' 25" W, a distance of 142.80 feet to a 1/2” iron rod set;

N 74° 29' 32" E, a distance of 166.14 feet to a 1/2” iron rod set at the beginning of a non-tangent curve to the right having a central angle of 05° 36' 47", a radius of 175.00 feet and a chord bearing and distance of N 27° 32' 14" E, 17.14 feet;

With said curve to the right, an arc distance of 17.14 feet to a 1/2” iron rod set;

N 41° 04' 00" E, a distance of 50.00 feet to a 1/2” iron rod set at the beginning of a non-tangent curve to the left having a central angle of 41° 25' 14", a radius of 225.00 feet and a chord bearing and distance of S 69° 38' 37" E, 159.14 feet;

With said curve to the left, an arc distance of 162.66 feet to a 1/2” iron rod set;

N 89° 38' 46" E, a distance of 1,112.68 feet to a 1/2” iron rod set at the beginning of a curve to the right having a central angle of 20° 27' 08", a radius of 175.00 feet and a chord bearing and distance of S 80° 07' 40" E, 62.14 feet;

With said curve to the right, an arc distance of 62.47 feet to a 1/2” iron rod set;

S 69° 54’ 06" E, a distance of 4.38 feet to a 1/2” iron rod set;

N 63° 36' 11" E, a distance of 13.77 feet to the **POINT OF BEGINNING**, and containing 17.751 acres of land, more or less.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

APPENDIX B
ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT
CITY OF CELINA, TX

Summary of Estimated Authorized Improvement Costs

Authorized Improvement[1]	Estimated Costs						
	Total Major Improvements to be funded	Major Improvements to be funded with Phases #2-9 Major Improvement Bonds	Major Improvements funded with Reimbursement Agreement	Offsite Utilities Improvements to be funded with Off-site Utilities Assessments	Phase #1 Improvements to be funded with Series 2015 Phase #1 Bonds	Phase #2 Improvements to be funded with Reimbursement Agreement	Estimated Future Phase Costs to be funded with Future Bonds (For information purposes only)
Road Improvements							
Excavation	$807,909	$385,088	$422,821	$0	$185,963	$107,325	$612,790
paving	$6,517,351	$4,402,238	$2,115,113	$0	$2,874,038	$2,344,013	$8,361,642
Retaining walls	$141,008	$86,940	$54,068	$0	$0	$0	$0
Right-of-way	$2,900,000	$2,900,000	$0	$0	$28,350	$11,250	
Subtotal - Road Improvements	**$10,366,268**	**$7,774,266**	**$2,592,002**	**$0**	**$3,088,351**	**$2,462,588**	**$8,974,432**
Water Improvements							
Water Improvements	$918,591	$576,722	$341,869	$0	$914,569	$796,359	$2,862,942
Offsites water improvements	$0	$0	$0	$1,755,092	$0	$1	
Subtotal - Water Improvements	**$918,591**	**$576,722**	**$341,869**	**$1,755,092**	**$914,569**	**$796,360**	**$2,862,942**
Sanitary Sewer Improvements							
Sanitary Sewer	$1,651,669	$1,057,613	$594,056	$0	$780,469	$800,483	$2,132,039
Subtotal - Sanitary Improvements	**$1,651,669**	**$1,057,613**	**$594,056**	**$0**	**$780,469**	**$800,483**	**$2,132,039**
Storm Drainage Improvements							
Storm Sewer	$1,592,235	$813,521	$778,714	$0	$930,713	$856,862	$2,766,005
Erosion Control	$176,713	$63,619	$113,094	$0	$211,669	$110,138	$740,264
Offsite sewer improvements	$0	$0	$0	$1,763,455	$0	$0	$0
Subtotal - Drainage Improvements	**$1,768,948**	**$877,140**	**$891,808**	**$1,763,455**	**$1,142,382**	**$967,000**	**$3,506,269**
Total Construction Costs	**$14,705,476**	**$10,285,741**	**$4,419,735**	**$3,518,547**	**$5,925,771**	**$5,026,431**	**$17,475,682**
Other Costs							
City, professional and other costs	$427,195	$274,004	$153,191	$211,453	$432,000	$273,569	$1,530,089
Subtotal Soft Costs	**$427,195**	**$274,004**	**$153,191**	**$211,453**	**$432,000**	**$273,569**	**$1,530,089**
Grand Total Construction + Other Costs	**$15,132,671**	**$10,559,745**	**$4,572,926**	**$3,730,000**	**$6,357,771**	**$5,300,000**	**$19,005,771**
Estimated Major Improvement Costs allocated to Phase 1	($2,839,556)	($1,981,474)	($858,083)	$0	$2,839,556	$0	
Total Estimated Improvement Costs to be funded	**$12,293,115**	**$8,578,271**	**$3,714,843**	**$0**	**$9,197,327**	**$5,300,000**	**$19,005,771**
Estimated Bond issuance related costs							
Deposits to Debt Service Reserve Fund	$1,647,300	$1,147,300	$500,000	$0	$796,900	$0	$0
Deposits to Capitaized Interest	$2,179,373	$1,857,873	$321,500	$0	$407,883	$0	$0
Other costs of issuance (underwriters, bond counsel etc)	$2,030,213	$1,566,556	$463,657	$0	$495,114	$0	$0
Total estimated Bond issuance related costs	**$5,856,886**	**$4,571,729**	**$1,285,157**	**$0**	**$1,699,897**	**$0**	**$0**
TOTAL ESTIMATED COSTS	**$18,150,001**	**$13,150,000**	**$5,000,000**	**$3,730,000**	**$10,897,224**	**$5,300,000**	**$19,005,771**
Less: Other funding sources	$0	$0	$0	$0	($1,897,224)	$0	
al Bond Amount	**$18,150,001**	**$13,150,000**	**$5,000,000**	**$3,730,000**	**$9,000,000**	**$5,300,000**	

Authorized improvement line item details are provided as part of the engineering estimates.

ESTIMATED COSTS OF OFFSITE UTILITY IMPROVEMENTS

Authorized Improvements	Entire Project	Lakes at Mustang Ranch Allocation	Parks at Wilson Creek Allocation	Hillwood Development Allocation	City of Celina Allocation
WATER IMPROVEMENTS					
Planning, Acquisition and Design	$800,000	$114,120	$96,703	$65,188	$523,989
Water line 12" -W1	$738,300	$105,318	$89,245	$60,160	$483,577
Water line 18" -W2	$1,965,100	$280,321	$237,539	$160,125	$1,287,114
Water line 12" -W3	$559,100	$79,756	$67,583	$45,558	$366,203
Water line 12" -W4	$126,000	$17,974	$15,231	$10,267	$82,528
Planning, Acquisition and Design	$750,000	$106,987	$90,659	$61,113	$491,240
Water line 12" -W5	$705,900	$100,697	$85,329	$57,520	$462,355
Water line 18" -W6	$182,100	$25,977	$22,012	$14,838	$119,273
Elevated Storage Tank 2.0 MGD	$5,358,500	$764,389	$647,731	$436,635	$3,509,745
Subtotal - Water Improvements	**$11,185,000**	**$1,595,538**	**$1,352,033**	**$911,405**	**$7,326,024**
SEWER IMPROVEMENTS					
Planning, Acquisition and Design	$800,000	$114,120	$96,703	$65,188	$523,989
Sewer line 21" -SW1	$1,007,100	$143,663	$121,737	$82,063	$659,637
Sewer line 24" -SW2	$1,631,600	$232,747	$197,226	$132,950	$1,068,676
Sewer line 21" -S2	$479,200	$68,358	$57,925	$39,047	$313,870
Sewer line 21" -S3	$2,214,500	$315,898	$267,687	$180,447	$1,450,468
Sewer line 12" -S4	$128,700	$18,359	$15,557	$10,487	$84,297
Sewer line 12" -S5	$239,300	$34,136	$28,926	$19,499	$156,738
Force Main 3 X 10" -FM1	$2,361,900	$336,924	$285,505	$192,458	$1,547,013
Lift Station 5.5 MGD -LS1	$2,376,000	$338,936	$287,209	$193,607	$1,556,248
Subtotal - Sewer Improvements	**$11,238,300**	**$1,603,141**	**$1,358,476**	**$915,748**	**$7,360,936**
Contingency (10%)	$2,242,330	$319,868	$271,051	$182,715	$1,468,696
Estimated financing costs	$1,019,370	$211,453	$173,440	$110,131	$524,345
Grand Total	**$25,685,000**	**$3,730,000**	**$3,155,000**	**$2,120,000**	**$16,680,000**

Source - City of Celina

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

THE LAKES AT MUSTANG RANCH

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***1799*** *Total Acres:* ***682***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

Overall Probable Cost Opinion Summary by Tract

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE ONE	172	334	$14,017,512	$41,969	$81,497
PHASE TWO	95	298	$8,078,927	$27,110	$85,041
PHASE THREE	72	158	$2,689,063	$17,019	$37,348
PHASE FOUR	75	261	$4,539,775	$17,394	$60,530
PHASE FIVE	88	229	$4,906,060	$21,424	$55,751
PHASE SIX	49	130	$2,356,240	$18,125	$48,087
PHASE SEVEN	43	79	$1,301,685	$16,477	$30,272
PHASE EIGHT	40	147	$2,073,282	$14,104	$51,832
PHASE NINE	48	163	$2,855,745	$17,520	$59,495
CATEGORY TOTALS	**682**	**1799**	**$42,818,289**	**$23,801**	**$62,783**

GENERAL NOTES:

- IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.
- ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.
- THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.
- THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2014, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT
- ASSUMES PROJECT SHALL BE DEVELOPED IN 8 DIFFERENT PHASES
- ASSUMES CITY WILL APPROVE ZONING CHANGE
- PREPARED WITHOUT THE BENEFIT OF A GEOTECHNICAL REPORT AND PHASE 1 ENVIRONMENTAL ASSESSMENT
- PREPARED WITHOUT THE BENEFIT OF A CITY MEETING REGARDING THE CONCEPT PLAN

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- CCN BUY OUT (IF REQUIRED)
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- COSTS TO BRING 12" WATER TO WEST SIDE OF PROJECT AND TO BRING 24" SEWER TO SOUTHWEST CORNER OF PROJECT.
- ALL CITY, PROFESSIONAL AND CONSTRUCTION COSTS ASSOCIATED WITH LOT DEVELOPMENT
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ETC.
- EXPANSION OF FM2478 AND FM1461
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY
- 24" SANITARY SEWER LINE EXTENSION ALONG WEST PROPERTY LINE

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$211,669	$634	$1,231
EROSION CONTROL (MAJOR IMPROVEMENTS)	$63,619	$190	$370
EXCAVATION (DIRECT)	$185,963	$557	$1,081
EXCAVATION (MAJOR IMPROVEMENTS)	$385,088	$1,153	$2,239
RETAINING WALL (DIRECT)	$28,350	$85	$165
RETAINING WALL (MAJOR IMPROVEMENTS)	$86,940	$260	$505
WATER (DIRECT)	$914,569	$2,738	$5,317
WATER (MAJOR IMPROVEMENTS)	$576,722	$1,727	$3,353
SANITARY SEWER (DIRECT)	$780,469	$2,337	$4,538
SANITARY SEWER (MAJOR IMPROVEMENTS)	$1,057,613	$3,167	$6,149
STORM SEWER (DIRECT)	$930,713	$2,787	$5,411
STORM SEWER (MAJOR IMPROVEMENTS)	$813,521	$2,436	$4,730
PAVING (DIRECT)	$2,874,038	$8,605	$16,710
PAVING (MAJOR IMPROVEMENTS)	$4,402,238	$13,180	$25,594
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT	$432,000	$1,293	$2,512
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$274,004	$820	$1,593
GRAND TOTAL	**$14,017,512**	**$41,969**	**$81,497**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	16200	$ 24,300.00
ROCK CHECK DAMS	$ 1,800.00	EA.	14	$ 25,200.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	3	$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	40000	$ 50,000.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	2600	$ 3,900.00
DISK & SEED	$ 325.00	ACRE	150	$ 48,750.00
ENGINEERING, PLATTING & STAKING (10%)				$ 18,815.00
MISCELLANEOUS ITEMS (2.5%)				$ 4,703.75
TOTAL				**$ 211,668.75**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	10000	$ 15,000.00
ROCK CHECK DAMS	$ 1,800.00	EA.	6	$ 10,800.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	15000	$ 18,750.00
ENGINEERING, PLATTING & STAKING (10%)				$ 5,655.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,413.75
TOTAL				**$ 63,618.75**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	40	$ 68,000.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	3	$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	41500	$ 91,300.00
ENGINEERING, PLATTING & STAKING (10%)				$ 16,530.00
MISCELLANEOUS ITEMS (2.5%)				$ 4,132.50
TOTAL				**$ 185,962.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	15	$ 25,500.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	39000	$ 85,800.00
POND EXCAVATION	$ 2.20	C.Y.	105000	$ 231,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 34,230.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,557.50
TOTAL				**$ 385,087.50**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 32.00	L.F.	300	$ 9,600.00
3' WALL	$ 40.00	L.F.	390	$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 2,520.00
MISCELLANEOUS ITEMS (2.5%)				$ 630.00
TOTAL				**$ 28,350.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 32.00	L.F.	150	$ 4,800.00
3' WALL	$ 40.00	L.F.	840	$ 33,600.00
4' WALL	$ 48.00	L.F.	360	$ 17,280.00
6' WALL	$ 90.00	L.F.	240	$ 21,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 7,728.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,932.00
TOTAL				**$ 86,940.00**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	15900	$ 333,900.00
6" GATE VALVE & BOX	$ 750.00	EA.	34	$ 25,500.00
8" GATE VALVE & BOX	$ 1,100.00	EA.	75	$ 82,500.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	34	$ 119,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	334	$ 200,400.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	3	$ 3,300.00
2" IRRIGATION SERVICE	$ 1,100.00	EA.	3	$ 3,300.00
MISCELLANEOUS FITTINGS	$ 2,500.00	TON	13.3	$ 33,125.00
TESTING & CHLORINATION	$ 0.75	L.F.	15900	$ 11,925.00
ENGINEERING, PLATTING & STAKING (10%)				$ 81,295.00
MISCELLANEOUS ITEMS (2.5%)				$ 20,323.75
TOTAL				**$ 914,568.75**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE	$ 33.00	L.F.	10850	$ 358,050.00
6" GATE VALVE & BOX	$ 750.00	EA.	9	$ 6,750.00
12" GATE VALVE & BOX	$ 2,100.00	EA.	36	$ 75,600.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	9	$ 31,500.00
12" X 12" TAPPING SLEEVE	$ 5,000.00	EA.	2	$ 10,000.00
MISCELLANEOUS FITTINGS	$ 2,500.00	TON	9.0	$ 22,604.17
TESTING & CHLORINATION	$ 0.75	L.F.	10850	$ 8,137.50
ENGINEERING, PLATTING & STAKING (10%)				$ 51,264.17
MISCELLANEOUS ITEMS (2.5%)				$ 12,816.04
TOTAL				**$ 576,721.88**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	15000	$ 330,000.00
4' DIAMETER MANHOLE	$ 2,800.00	EA.	48	$ 134,400.00
5' DIAMETER DROP MANHOLE	$ 7,000.00	EA.	5	$ 35,000.00
ADDITIONAL MANHOLE DEPTH	$ 1,000.00	EA.	5	$ 5,000.00
CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
SINGLE CLEANOUT	$ 750.00	EA.	5	$ 3,750.00
4" SERVICE LINES	$ 400.00	EA.	334	$ 133,600.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	400	$ 14,000.00
TRENCH SAFETY	$ 1.50	L.F.	15000	$ 22,500.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	15000	$ 15,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 69,375.00
MISCELLANEOUS ITEMS (2.5%)				$ 17,343.75
TOTAL				**$ 780,468.75**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	10150	$ 223,300.00
15" P.V.C. PIPE (12+ DEPTH)	$ 60.00	L.F.	7200	$ 432,000.00
5' DIAMETER MANHOLE	$ 5,000.00	EA.	12	$ 60,000.00
5' DIAMETER DROP MANHOLE (12+ DEPTH)	$ 7,000.00	EA.	20	$ 140,000.00
ADDITIONAL MANHOLE DEPTH	$ 1,000.00	EA.	20	$ 20,000.00
SINGLE CLEANOUT	$ 750.00	EA.	17	$ 12,750.00
TRENCH SAFETY	$ 2.00	L.F.	17350	$ 34,700.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	17350	$ 17,350.00
ENGINEERING, PLATTING & STAKING (10%)				$ 94,010.00
MISCELLANEOUS ITEMS (2.5%)				$ 23,502.50
TOTAL				**$ 1,057,612.50**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 35.00	L.F.	1150	$ 40,250.00
21" R.C.P.	$ 40.00	L.F.	780	$ 31,200.00
24" R.C.P.	$ 45.00	L.F.	1200	$ 54,000.00
27" R.C.P.	$ 55.00	L.F.	1100	$ 60,500.00
30" R.C.P.	$ 65.00	L.F.	310	$ 20,150.00
36" R.C.P.	$ 80.00	L.F.	1050	$ 84,000.00
42" R.C.P.	$ 105.00	L.F.	400	$ 42,000.00
48" R.C.P.	$ 130.00	L.F.	610	$ 79,300.00
CURB INLET	$ 4,500.00	EA.	70	$ 315,000.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	4	$ 16,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	5	$ 14,000.00
48"-60" TYPE "B" PRE-CAST HEADWALL	$ 4,000.00	EA.	1	$ 4,000.00
DETENTION STRUCTURES	$ 10,000.00	L.S.	3	$ 30,000.00
ROCK-RIP-RAP	$ 50.00	S.Y.	450	$ 22,500.00
DROP INLET	$ 3,000.00	EA.	2	$ 6,000.00
TRENCH SAFETY	$ 1.00	L.F.	6600	$ 6,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 82,730.00
MISCELLANEOUS ITEMS (2.5%)				$ 20,682.50
TOTAL				**$ 930,712.50**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 35.00	L.F.	100	$ 3,500.00
21" R.C.P.	$ 40.00	L.F.	750	$ 30,000.00
24" R.C.P.	$ 45.00	L.F.	570	$ 25,650.00
27" R.C.P.	$ 55.00	L.F.	400	$ 22,000.00
30" R.C.P.	$ 65.00	L.F.	630	$ 40,950.00
36" R.C.P.	$ 80.00	L.F.	650	$ 52,000.00
42" R.C.P.	$ 105.00	L.F.	720	$ 75,600.00
48" R.C.P.	$ 130.00	L.F.	50	$ 6,500.00
4' X 4' R.C.B.	$ 180.00	L.F.	160	$ 28,800.00
9' X 5' R.C.B.	$ 295.00	L.F.	100	$ 29,500.00
3 - 5' X 3' R.C.B.	$ 460.00	L.F.	120	$ 55,200.00
CURB INLET	$ 4,500.00	EA.	13	$ 58,500.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	4	$ 16,000.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	6	$ 16,800.00
4' X 4' HEADWALL	$ 5,000.00	EA.	2	$ 10,000.00
9' X 5' HEADWALL	$ 20,000.00	EA.	1	$ 20,000.00
3 - 5' X 3' HEADWALL	$ 15,000.00	EA.	2	$ 30,000.00
GRADE TO DRAIN	$ 10.00	L.F.	800	$ 8,000.00
POND FOUNTAIN	$ 30,000.00	EA.	3	$ 90,000.00
RECONSTRUCT DAM	$ 100,000.00	EA.	1	$ 100,000.00
TRENCH SAFETY	$ 1.00	L.F.	4130	$ 4,130.00
ENGINEERING, PLATTING & STAKING (10%)				$ 72,313.00
MISCELLANEOUS ITEMS (2.5%)				$ 18,078.25
TOTAL				**$ 813,521.25**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	69900	$ 209,700.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	1260	$ 195,300.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	65700	$ 1,971,000.00
SAWCUT & REMOVE EXISTING CURB	$ 10.00	L.F.	150	$ 1,500.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	6	$ 3,000.00
4' SIDEWALK	$ 4.00	S.F.	10000	$ 40,000.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	88	$ 96,800.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 15,000.00	L.S.	1	$ 15,000.00
STREET STOP SIGNS	$ 350.00	EA.	18	$ 6,300.00
STREET NAME BLADES	$ 350.00	EA.	46	$ 16,100.00
ENGINEERING, PLATTING & STAKING (10%)				$ 255,470.00
MISCELLANEOUS ITEMS (2.5%)				$ 63,867.50
TOTAL				**$ 2,874,037.50**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" LIME TREATED SUBGRADE	$ 3.00	S.Y.	24100	$ 72,300.00
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	28100	$ 84,300.00
HYDRATED LIME	$ 155.00	TON	940	$ 145,700.00
8" REINF. CONCRETE STREET PAVEMENT (37 B-B)	$ 39.00	S.Y.	26600	$ 1,037,400.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	$ 39.00	S.Y.	22300	$ 869,700.00
8" REINF. CONCRETE TURN LANES	$ 42.00	S.Y.	1750	$ 73,500.00
TXDOT DECELERATION LANE	$ 85,000.00	EA.	2	$ 170,000.00
TXDOT LEFT TURN LANE	$ 85,000.00	EA.	2	$ 170,000.00
SAWCUT & REMOVE EXISTING CURB	$ 10.00	L.F.	150	$ 1,500.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	3	$ 1,500.00
CONNECT TO EXISTING	$ 500.00	EA.	3	$ 1,500.00
4' SIDEWALK	$ 4.00	S.F.	11000	$ 44,000.00
8' TRAIL	$ 4.00	S.F.	115000	$ 460,000.00
TURN LANE BUTTONING AND STRIPING	$ 4.00	L.F.	750	$ 3,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STREET STOP SIGNS	$ 350.00	EA.	12	$ 4,200.00
STREET NAME BLADES	$ 350.00	EA.	20	$ 7,000.00
LANDSCAPE MEDIAN (50')	$ 3.00	S.F.	252500	$ 757,500.00
ENGINEERING, PLATTING & STAKING (10%)				$ 391,310.00
MISCELLANEOUS ITEMS (2.5%)				$ 97,827.50
TOTAL				**$ 4,402,237.50**

NOTE:

1) ASSUMES FM1461 AND FM2478 SHALL BE LEFT AS TWO-LANE ASPHALT ROADS; ESTIMATE INCLUDES INSTALLATION OF TURN LANES ONLY.

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 9,000.00	L.S.	1	$ 9,000.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 219,991.50	L.S.	1	$ 219,991.50
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
CONSTRUCTION MANAGEMENT	$ 162,500.00	L.S.	1	$ 162,500.00
MATERIAL TESTING	$ 7,500.00	L.S.	1	$ 7,500.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 432,000.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 274,003.73	L.S.	1	$ 274,003.73
TOTAL				**$ 274,003.73**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***1437*** *Total Acres:* ***513***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE TWO	104	360	$8,596,424	$23,879	$82,658
PHASE THREE	63	154	$2,908,752	$18,888	$46,171
PHASE FOUR	64	171	$3,617,637	$21,156	$56,526
PHASE FIVE	99	222	$5,012,496	$22,579	$50,631
PHASE SIX	36	128	$2,257,911	$17,640	$62,720
PHASE SEVEN	40	79	$1,314,880	$16,644	$32,872
PHASE EIGHT	57	135	$2,856,895	$21,162	$50,121
PHASE NINE	50	188	$2,723,540	$14,487	$54,471
CATEGORY TOTALS	**513**	**1437**	**$29,288,536**	**$20,382**	**$57,093**

GENERAL NOTES:

- IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.
- ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.
- THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.
- THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2016, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT
- ASSUMES PROJECT SHALL BE DEVELOPED IN 7 DIFFERENT PHASES
- PREPARED WITHOUT THE BENEFIT OF A GEOTECHNICAL REPORT AND PHASE 1 ENVIRONMENTAL ASSESSMENT

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- CCN BUY OUT (IF REQUIRED)
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- COSTS TO BRING 12" WATER TO WEST SIDE OF PROJECT AND TO BRING 24" SEWER TO SOUTHWEST CORNER OF PROJECT.
- ALL CITY, PROFESSIONAL AND CONSTRUCTION COSTS ASSOCIATED WITH LOT DEVELOPMENT
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ETC.
- CONSTRUCTION MANAGEMENT
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY
- 24" SANITARY SEWER LINE EXTENSION ALONG WEST PROPERTY LINE

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$110,138	$306	$1,059
EROSION CONTROL (MAJOR IMPROVEMENTS)	$22,478	$62	$216
EXCAVATION (DIRECT)	$107,325	$298	$1,032
EXCAVATION (MAJOR IMPROVEMENTS)	$95,288	$265	$916
RETAINING WALL (DIRECT)	$11,250	$31	$108
RETAINING WALL (MAJOR IMPROVEMENTS)	$54,000	$150	$519
WATER (DIRECT)	$796,359	$2,212	$7,657
WATER (MAJOR IMPROVEMENTS)	$363,805	$1,011	$3,498
SANITARY SEWER (DIRECT)	$800,483	$2,224	$7,697
SANITARY SEWER (MAJOR IMPROVEMENTS)	$321,458	$893	$3,091
STORM SEWER (DIRECT)	$856,862	$2,380	$8,239
STORM SEWER (MAJOR IMPROVEMENTS)	$393,626	$1,093	$3,785
PAVING (DIRECT)	$2,344,013	$6,511	$22,539
PAVING (MAJOR IMPROVEMENTS)	$1,930,843	$5,363	$18,566
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$268,109	$745	$2,578
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$120,389	$334	$1,158
GRAND TOTAL	**$8,596,424**	**$23,879**	**$82,658**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	5000	$ 7,500.00
ROCK CHECK DAMS	$ 1,800.00	EA.	8	$ 14,400.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	40000	$ 50,000.00
DISK & SEED	$ 325.00	ACRE	80	$ 26,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,790.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,447.50
TOTAL				**$ 110,137.50**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	5460	$ 8,190.00
ROCK CHECK DAMS	$ 1,800.00	EA.	2	$ 3,600.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	5460	$ 8,190.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,998.00
MISCELLANEOUS ITEMS (2.5%)				$ 499.50
TOTAL				**$ 22,477.50**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	10	$ 17,000.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	4	$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	32000	$ 70,400.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,540.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,385.00
TOTAL				**$ 107,325.00**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	11	$ 18,700.00
POND EXCAVATION	$ 2.20	C.Y.	30000	$ 66,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 8,470.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,117.50
TOTAL				**$ 95,287.50**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 40.00	L.F.	250	$ 10,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 250.00
TOTAL				**$ 11,250.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' WALL	$ 60.00	L.F.	800	$ 48,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 4,800.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,200.00
TOTAL				**$ 54,000.00**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	13700	$ 287,700.00
6" GATE VALVE & BOX	$ 800.00	EA.	22	$ 17,600.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	41	$ 47,150.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	22	$ 77,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	360	$ 216,000.00
1" IRRIGATION SERVICE	$ 650.00	EA.	6	$ 3,900.00
CONNECT TO EXISTING	$ 500.00	EA.	5	$ 2,500.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	6.1	$ 45,750.00
TESTING & CHLORINATION	$ 0.75	L.F.	13700	$ 10,275.00
ENGINEERING, PLATTING & STAKING (10%)				$ 70,787.50
MISCELLANEOUS ITEMS (2.5%)				$ 17,696.88
TOTAL				**$ 796,359.38**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE	$ 33.00	L.F.	2190	$ 72,270.00
8" P.V.C. WATERLINE	$ 21.00	L.F.	3800	$ 79,800.00
6" GATE VALVE & BOX	$ 800.00	EA.	18	$ 14,400.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	23	$ 26,450.00
12" GATE VALVE & BOX	$ 2,100.00	EA.	10	$ 21,000.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	18	$ 63,000.00
12" X 8" TAPPING SLEEVE AND VALVE	$ 6,500.00	EA.	2	$ 13,000.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	4.8	$ 36,000.00
TESTING & CHLORINATION	$ 0.75	L.F.	5990	$ 4,492.50
ENGINEERING, PLATTING & STAKING (10%)				$ 25,914.25
MISCELLANEOUS ITEMS (2.5%)				$ 6,478.56
TOTAL				**$ 363,805.31**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 22.00	L.F.	12400	$ 272,800.00
8" P.V.C. PIPE (SDR-26)	$ 30.00	L.F.	1870	$ 56,100.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	42	$ 126,000.00
4' DIAMETER DROP MANHOLE	$ 5,000.00	EA.	1	$ 5,000.00
CLEAN OUT	$ 500.00	EA.	1	$ 500.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
4" SERVICE LINES	$ 600.00	EA.	360	$ 216,000.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	160	$ 5,600.00
TRENCH SAFETY	$ 1.00	L.F.	14270	$ 14,270.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	14270	$ 14,270.00
ENGINEERING, PLATTING & STAKING (10%)				$ 71,154.00
MISCELLANEOUS ITEMS (2.5%)				$ 17,788.50
TOTAL				**$ 800,482.50**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. PIPE (SDR-26)	$ 48.00	L.F.	320	$ 15,360.00
10" P.V.C. PIPE (SDR-35)	$ 28.00	L.F.	730	$ 20,440.00
10" P.V.C. PIPE (SDR-26)	$ 32.00	L.F.	2950	$ 94,400.00
8" P.V.C. PIPE (SDR-35)	$ 22.00	L.F.	350	$ 7,700.00
8" P.V.C. PIPE (SDR-26)	$ 30.00	L.F.	1770	$ 53,100.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	23	$ 69,000.00
4' DIAMETER DROP MANHOLE	$ 5,000.00	EA.	2	$ 10,000.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	100	$ 3,500.00
TRENCH SAFETY	$ 1.00	L.F.	6120	$ 6,120.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	6120	$ 6,120.00
ENGINEERING, PLATTING & STAKING (10%)				$ 28,574.00
MISCELLANEOUS ITEMS (2.5%)				$ 7,143.50
TOTAL				**$ 321,457.50**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 45.00	L.F.	1260	$ 56,700.00
21" R.C.P.	$ 50.00	L.F.	850	$ 42,500.00
24" R.C.P.	$ 55.00	L.F.	1020	$ 56,100.00
24" R.C.P. (RUBBER GASKET)	$ 60.00	L.F.	110	$ 6,600.00
27" R.C.P.	$ 60.00	L.F.	90	$ 5,400.00
30" R.C.P.	$ 70.00	L.F.	250	$ 17,500.00
33" R.C.P.	$ 75.00	L.F.	120	$ 9,000.00
33" R.C.P. (RUBBER GASKET)	$ 80.00	L.F.	80	$ 6,400.00
36" R.C.P.	$ 55.00	L.F.	50	$ 2,750.00
42" R.C.P. (RUBBER GASKET)	$ 120.00	L.F.	40	$ 4,800.00
48" R.C.P.	$ 135.00	L.F.	1200	$ 162,000.00
48" R.C.P. (RUBBER GASKET)	$ 140.00	L.F.	660	$ 92,400.00
54" R.C.P.	$ 165.00	L.F.	50	$ 8,250.00
54" R.C.P. (RUBBER GASKET)	$ 170.00	L.F.	150	$ 25,500.00
60" R.C.P. (RUBBER GASKET)	$ 200.00	L.F.	100	$ 20,000.00
4'x3' R.C.B.	$ 230.00	L.F.	40	$ 9,200.00
DROP INLET	$ 3,000.00	EA.	1	$ 3,000.00
8' CURB INLET	$ 2,800.00	EA.	10	$ 28,000.00
10' CURB INLET	$ 3,000.00	EA.	26	$ 78,000.00
12' CURB INLET	$ 3,200.00	EA.	6	$ 19,200.00
15' CURB INLET	$ 3,500.00	EA.	2	$ 7,000.00
4'X4' STORM MANHOLE	$ 3,600.00	EA.	4	$ 14,400.00
5'X5' STORM MANHOLE	$ 4,800.00	EA.	4	$ 19,200.00
REMOVE HEADWALL AND CONNECT TO EXISTING	$ 800.00	EA.	4	$ 3,200.00
REMOVE DROP INLET AND CONNECT TO EXISTING	$ 750.00	EA.	1	$ 750.00
REMOVE PLUG AND CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
REMOVE 48" RCP	$ 45.00	L.F.	75	$ 3,375.00
CONSTRUCT RCP HEADWALL	$ 2,200.00	EA.	6	$ 13,200.00
CONSTRUCT RCB HEADWALL	$ 9,500.00	EA.	3	$ 28,500.00
CONCRETE FLUME	$ 12.00	L.F.	560	$ 6,720.00
GRADE-TO-DRAIN	$ 20.00	L.F.	272	$ 5,440.00
TRENCH SAFETY	$ 1.00	L.F.	6070	$ 6,070.00
ENGINEERING, PLATTING & STAKING (10%)				$ 76,165.50
MISCELLANEOUS ITEMS (2.5%)				$ 19,041.38
TOTAL				**$ 856,861.88**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 45.00	L.F.	980	$ 44,100.00
18" R.C.P. (RUBBER GASKET)	$ 50.00	L.F.	190	$ 9,500.00
21" R.C.P.	$ 50.00	L.F.	580	$ 29,000.00
21" R.C.P. (RUBBER GASKET)	$ 55.00	L.F.	60	$ 3,300.00
27" R.C.P.	$ 60.00	L.F.	230	$ 13,800.00
30" R.C.P. (RUBBER GASKET)	$ 75.00	L.F.	70	$ 5,250.00
33" R.C.P.	$ 75.00	L.F.	200	$ 15,000.00
33" R.C.P. (RUBBER GASKET)	$ 80.00	L.F.	140	$ 11,200.00
36" R.C.P.	$ 55.00	L.F.	60	$ 3,300.00
36" R.C.P. (RUBBER GASKET)	$ 90.00	L.F.	190	$ 17,100.00
42" R.C.P.	$ 115.00	L.F.	160	$ 18,400.00
42" R.C.P. (RUBBER GASKET)	$ 120.00	L.F.	60	$ 7,200.00
54" R.C.P.	$ 165.00	L.F.	210	$ 34,650.00
54" R.C.P. (RUBBER GASKET)	$ 170.00	L.F.	140	$ 23,800.00
6'x5' R.C.B.	$ 340.00	L.F.	100	$ 34,000.00
DROP INLET	$ 3,000.00	EA.	1	$ 3,000.00
10' CURB INLET	$ 3,000.00	EA.	10	$ 30,000.00
12' CURB INLET	$ 3,200.00	EA.	2	$ 6,400.00
10' RECESSED CURB INLET	$ 3,200.00	EA.	2	$ 6,400.00
4'X4' STORM MANHOLE	$ 3,600.00	EA.	2	$ 7,200.00
6'X6' STORM MANHOLE	$ 5,500.00	EA.	1	$ 5,500.00
CONSTRUCT RCP HEADWALL	$ 2,200.00	EA.	4	$ 8,800.00
CONSTRUCT RCB HEADWALL	$ 9,500.00	EA.	1	$ 9,500.00
CONCRETE FLUME	$ 12.00	L.F.	10	$ 120.00
TRENCH SAFETY	$ 1.00	L.F.	3370	$ 3,370.00
ENGINEERING, PLATTING & STAKING (10%)				$ 34,989.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,747.25
TOTAL				**$ 393,626.25**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	51700	$ 155,100.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	931	$ 144,305.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	48500	$ 1,455,000.00
CONNECT TO EXISTING	$ 500.00	EA.	6	$ 3,000.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	43	$ 47,300.00
SAWCUT EXISTING CURB & GUTTER	$ 12.00	L.F.	126	$ 1,512.00
INSTALL STREET HEADER AND BARRICADE	$ 1,500.00	EA.	2	$ 3,000.00
4' SIDEWALK	$ 4.50	S.F.	22300	$ 100,350.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,500.00	EA.	15	$ 22,500.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	$ 4,500.00	EA.	27	$ 121,500.00
STREET NAME BLADE	$ 400.00	EA.	50	$ 20,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 208,356.70
MISCELLANEOUS ITEMS (2.5%)				$ 52,089.18
TOTAL				**$ 2,344,012.88**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	21200	$ 63,600.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	382	$ 59,210.00
8" REINF. CONCRETE STREET PAVEMENT (25 B-B)	$ 42.00	S.Y.	7000	$ 294,000.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	12800	$ 384,000.00
12" TYPE "B" ASPHALT BASE	$ 70.00	S.Y.	1665	$ 116,550.00
2" TYPE "C" ASPHALT OVERLAY	$ 15.00	S.Y.	4521	$ 67,815.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	10	$ 11,000.00
SAWCUT EXISTING CURB & GUTTER	$ 12.00	L.F.	240	$ 2,880.00
INSTALL STREET HEADER AND BARRICADE	$ 1,500.00	EA.	1	$ 1,500.00
6' SIDEWALK	$ 4.50	S.F.	22500	$ 101,250.00
STRIPING, BUTTONING, ETC.	$ 30,000.00	L.S.	1	$ 30,000.00
FM2478 EXCAVATION	$ 10,000.00	L.S.	1	$ 10,000.00
BRIDGE	$ 550,000.00	L.S.	1	$ 550,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,500.00	EA.	4	$ 6,000.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	$ 4,500.00	EA.	1	$ 4,500.00
STREET NAME BLADE	$ 400.00	EA.	10	$ 4,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 171,630.50
MISCELLANEOUS ITEMS (2.5%)				$ 42,907.63
TOTAL				**$ 1,930,843.13**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,700.00	L.S.	1	$ 4,700.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 191,908.67	L.S.	1	$ 191,908.67
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	154	$ 38,500.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 268,108.67**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 120,389.29	L.S.	1	$ 120,389.29
TOTAL				**$ 120,389.29**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***154*** *Total Acres:* ***63***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$109,716	$712	$1,742
EROSION CONTROL (MAJOR IMPROVEMENTS)	$17,888	$116	$284
EXCAVATION (DIRECT)	$103,838	$674	$1,648
EXCAVATION (MAJOR IMPROVEMENTS)	$168,525	$1,094	$2,675
RETAINING WALL (DIRECT)	$14,006	$91	$222
RETAINING WALL (MAJOR IMPROVEMENTS)	$20,250	$131	$321
WATER (DIRECT)	$466,313	$3,028	$7,402
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$285,300	$1,853	$4,529
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$338,153	$2,196	$5,368
STORM SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
PAVING (DIRECT)	$1,171,322	$7,606	$18,592
PAVING (MAJOR IMPROVEMENTS)	$45,000	$292	$714
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$166,643	$1,082	$2,645
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$1,800	$12	$29
GRAND TOTAL	**$2,908,752**	**$18,888**	**$46,171**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***154*** *Total Acres:* ***63***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	12000	$ 18,000.00
ROCK CHECK DAMS	$ 1,800.00	EA.	9	$ 16,200.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	14300	$ 17,875.00
DISK & SEED	$ 325.00	ACRE	66	$ 21,450.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,752.50
MISCELLANEOUS ITEMS (2.5%)				$ 2,438.13
TOTAL				**$ 109,715.63**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	1400	$ 2,100.00
ROCK CHECK DAMS	$ 1,800.00	EA.	1	$ 1,800.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,590.00
MISCELLANEOUS ITEMS (2.5%)				$ 397.50
TOTAL				**$ 17,887.50**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	25	$ 42,500.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	4	$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	19000	$ 41,800.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,230.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,307.50
TOTAL				**$ 103,837.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	4	$ 6,800.00
POND EXCAVATION	$ 2.20	C.Y.	65000	$ 143,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 14,980.00
MISCELLANEOUS ITEMS (2.5%)				$ 3,745.00
TOTAL				**$ 168,525.00**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
5' WALL	$ 83.00	L.F.	150	$ 12,450.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,245.00
MISCELLANEOUS ITEMS (2.5%)				$ 311.25
TOTAL				**$ 14,006.25**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 40.00	L.F.	120	$ 4,800.00
3' WALL	$ 50.00	L.F.	120	$ 6,000.00
4' WALL	$ 60.00	L.F.	120	$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,800.00
MISCELLANEOUS ITEMS (2.5%)				$ 450.00
TOTAL				**$ 20,250.00**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***154*** *Total Acres:* ***63***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	7550	$ 158,550.00
6" GATE VALVE & BOX	$ 800.00	EA.	18	$ 14,400.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	24	$ 27,600.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	18	$ 63,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	154	$ 92,400.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	2	$ 2,200.00
CONNECT TO EXISTING	$ 500.00	EA.	7	$ 3,500.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	6.3	$ 47,187.50
TESTING & CHLORINATION	$ 0.75	L.F.	7550	$ 5,662.50
ENGINEERING, PLATTING & STAKING (10%)				$ 41,450.00
MISCELLANEOUS ITEMS (2.5%)				$ 10,362.50
TOTAL				**$ 466,312.50**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	4800	$ 105,600.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	12	$ 36,000.00
CONNECT TO EXISTING	$ 500.00	EA.	6	$ 3,000.00
4" SERVICE LINES	$ 600.00	EA.	154	$ 92,400.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	200	$ 7,000.00
TRENCH SAFETY	$ 1.00	L.F.	4800	$ 4,800.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	4800	$ 4,800.00
ENGINEERING, PLATTING & STAKING (10%)				$ 25,360.00
MISCELLANEOUS ITEMS (2.5%)				$ 6,340.00
TOTAL				**$ 285,300.00**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	180	$ 7,200.00
21" R.C.P.	$ 45.00	L.F.	500	$ 22,500.00
24" R.C.P.	$ 50.00	L.F.	1110	$ 55,500.00
27" R.C.P.	$ 55.00	L.F.	380	$ 20,900.00
30" R.C.P.	$ 65.00	L.F.	70	$ 4,550.00
36" R.C.P.	$ 80.00	L.F.	100	$ 8,000.00
42" R.C.P.	$ 110.00	L.F.	240	$ 26,400.00
7' X 4' R.C.B.	$ 240.00	L.F.	100	$ 24,000.00
CURB INLET	$ 4,500.00	EA.	18	$ 81,000.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	2	$ 8,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
4' X 4' HEADWALL	$ 5,000.00	EA.	1	$ 5,000.00
7' X 4' HEADWALL	$ 9,500.00	EA.	2	$ 19,000.00
ROCK-RIP-RAP	$ 50.00	S.Y.	225	$ 11,250.00
TRENCH SAFETY	$ 1.00	L.F.	2680	$ 2,680.00
ENGINEERING, PLATTING & STAKING (10%)				$ 30,058.00
MISCELLANEOUS ITEMS (2.5%)				$ 7,514.50
TOTAL				**$ 338,152.50**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***154*** *Total Acres:* ***63***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	28900	$ 86,700.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	525	$ 81,375.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	27100	$ 813,000.00
CONNECT TO EXISTING	$ 500.00	EA.	6	$ 3,000.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	25	$ 27,500.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,500.00	EA.	8	$ 12,000.00
STREET NAME BLADE	$ 400.00	EA.	19	$ 7,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 104,117.50
MISCELLANEOUS ITEMS (2.5%)				$ 26,029.38
TOTAL				**$ 1,171,321.88**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8' TRAIL	$ 4.00	S.F.	10000	$ 40,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 4,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,000.00
TOTAL				**$ 45,000.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,700.00	L.S.	1	$ 4,700.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 90,443.48	L.S.	1	$ 90,443.48
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	154	$ 38,500.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 166,643.48**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 1,800.00	L.S.	1	$ 1,800.00
TOTAL				**$ 1,800.00**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***171*** *Total Acres:* ***64***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$114,919	$672	$1,796
EROSION CONTROL (MAJOR IMPROVEMENTS)	$20,419	$119	$319
EXCAVATION (DIRECT)	$90,833	$531	$1,419
EXCAVATION (MAJOR IMPROVEMENTS)	$11,070	$65	$173
RETAINING WALL (DIRECT)	$0	$0	$0
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$506,306	$2,961	$7,911
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$434,678	$2,542	$6,792
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$426,926	$2,497	$6,671
STORM SEWER (MAJOR IMPROVEMENTS)	$12,375	$72	$193
PAVING (DIRECT)	$1,408,134	$8,235	$22,002
PAVING (MAJOR IMPROVEMENTS)	$382,106	$2,235	$5,970
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$194,092	$1,135	$3,033
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$15,779	$92	$247
GRAND TOTAL	**$3,617,637**	**$21,156**	**$56,526**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***171*** *Total Acres:* ***64***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	7000	$ 10,500.00
ROCK CHECK DAMS	$ 1,800.00	EA.	8	$ 14,400.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	19800	$ 24,750.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	3400	$ 5,100.00
DISK & SEED	$ 325.00	ACRE	72	$ 23,400.00
ENGINEERING, PLATTING & STAKING (10%)				$ 10,215.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,553.75
TOTAL				**$ 114,918.75**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	1700	$ 2,550.00
ROCK CHECK DAMS	$ 1,800.00	EA.	2	$ 3,600.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,815.00
MISCELLANEOUS ITEMS (2.5%)				$ 453.75
TOTAL				**$ 20,418.75**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	19	$ 32,300.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	20200	$ 44,440.00
ENGINEERING, PLATTING & STAKING (10%)				$ 8,074.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,018.50
TOTAL				**$ 90,832.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	1	$ 1,700.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	3700	$ 8,140.00
ENGINEERING, PLATTING & STAKING (10%)				$ 984.00
MISCELLANEOUS ITEMS (2.5%)				$ 246.00
TOTAL				**$ 11,070.00**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***171*** *Total Acres:* ***64***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	8000	$ 168,000.00
6" GATE VALVE & BOX	$ 800.00	EA.	19	$ 15,200.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	29	$ 33,350.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	19	$ 66,500.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	171	$ 102,600.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	2	$ 2,200.00
2" IRRIGATION SERVICE	$ 1,100.00	EA.	2	$ 2,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	6.7	$ 50,000.00
CONNECT TO EXISTING	$ 500.00	EA.	8	$ 4,000.00
TESTING & CHLORINATION	$ 0.75	L.F.	8000	$ 6,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 45,005.00
MISCELLANEOUS ITEMS (2.5%)				$ 11,251.25
TOTAL				**$ 506,306.25**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	7970	$ 175,340.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	27	$ 81,000.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
4" SERVICE LINES	$ 600.00	EA.	171	$ 102,600.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	300	$ 10,500.00
TRENCH SAFETY	$ 1.00	L.F.	7970	$ 7,970.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	7970	$ 7,970.00
ENGINEERING, PLATTING & STAKING (10%)				$ 38,638.00
MISCELLANEOUS ITEMS (2.5%)				$ 9,659.50
TOTAL				**$ 434,677.50**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	360	$ 14,400.00
21" R.C.P.	$ 45.00	L.F.	530	$ 23,850.00
24" R.C.P.	$ 50.00	L.F.	350	$ 17,500.00
27" R.C.P.	$ 55.00	L.F.	90	$ 4,950.00
30" R.C.P.	$ 65.00	L.F.	480	$ 31,200.00
36" R.C.P.	$ 80.00	L.F.	240	$ 19,200.00
42" R.C.P.	$ 110.00	L.F.	150	$ 16,500.00
48" R.C.P.	$ 125.00	L.F.	290	$ 36,250.00
4' X 4' R.C.B.	$ 180.00	L.F.	250	$ 45,000.00
5' X 4' R.C.B.	$ 200.00	L.F.	250	$ 50,000.00
CURB INLET	$ 4,500.00	EA.	22	$ 99,000.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	1	$ 4,000.00
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	1	$ 500.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	2	$ 5,600.00
ROCK-RIP-RAP	$ 50.00	S.Y.	135	$ 6,750.00
TRENCH SAFETY	$ 1.00	L.F.	2990	$ 2,990.00
ENGINEERING, PLATTING & STAKING (10%)				$ 37,949.00
MISCELLANEOUS ITEMS (2.5%)				$ 9,487.25
TOTAL				**$ 426,926.25**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***171*** *Total Acres:* ***64***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
21" R.C.P.	$ 40.00	L.F.	50	$ 2,000.00
CURB INLET	$ 4,500.00	EA.	2	$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,100.00
MISCELLANEOUS ITEMS (2.5%)				$ 275.00
TOTAL				**$ 12,375.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	33600	$ 100,800.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	605	$ 93,775.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	31400	$ 942,000.00
CONNECT TO EXISTING	$ 500.00	EA.	3	$ 1,500.00
4' SIDEWALK	$ 4.00	S.F.	13400	$ 53,600.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	36	$ 39,600.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STREET STOP SIGNS	$ 400.00	EA.	7	$ 2,800.00
STREET NAME BLADES	$ 400.00	EA.	19	$ 7,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 125,167.50
MISCELLANEOUS ITEMS (2.5%)				$ 31,291.88
TOTAL				**$ 1,408,134.38**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" LIME TREATED SUBGRADE	$ 3.00	S.Y.	5000	$ 15,000.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	90	$ 13,950.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	$ 39.00	S.Y.	4600	$ 179,400.00
8" REINF. CONCRETE TURN LANES	$ 42.00	S.Y.	1050	$ 44,100.00
CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
4' SIDEWALK	$ 4.00	S.F.	3800	$ 15,200.00
8' TRAIL	$ 4.00	S.F.	4300	$ 17,200.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	39	$ 42,900.00
TURN LANE BUTTONING AND STRIPING	$ 4.00	L.F.	450	$ 1,800.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 5,000.00	L.S.	1	$ 5,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,500.00	EA.	2	$ 3,000.00
STREET NAME BLADE	$ 400.00	EA.	4	$ 1,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,965.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,491.25
TOTAL				**$ 382,106.25**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 7,300.00	L.S.	1	$ 7,300.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 111,041.78	L.S.	1	$ 111,041.78
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT	171	$ 42,750.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 194,091.78**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 15,779.25	L.S.	1	$ 15,779.25
TOTAL				**$ 15,779.25**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$158,653	$715	$1,603
EROSION CONTROL (MAJOR IMPROVEMENTS)	$27,338	$123	$276
EXCAVATION (DIRECT)	$143,685	$647	$1,451
EXCAVATION (MAJOR IMPROVEMENTS)	$14,288	$64	$144
RETAINING WALL (DIRECT)	$27,810	$125	$281
RETAINING WALL (MAJOR IMPROVEMENTS)	$10,125	$46	$102
WATER (DIRECT)	$629,719	$2,837	$6,361
WATER (MAJOR IMPROVEMENTS)	$277,988	$1,252	$2,808
SANITARY SEWER (DIRECT)	$440,235	$1,983	$4,447
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$646,943	$2,914	$6,535
STORM SEWER (MAJOR IMPROVEMENTS)	$21,938	$99	$222
PAVING (DIRECT)	$1,973,627	$8,890	$19,936
PAVING (MAJOR IMPROVEMENTS)	$369,214	$1,663	$3,729
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$244,171	$1,100	$2,466
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$26,766	$121	$270
GRAND TOTAL	**$5,012,496**	**$22,579**	**$50,631**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	18500	$ 27,750.00
ROCK CHECK DAMS	$ 1,800.00	EA.	10	$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	3	$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	24800	$ 31,000.00
DISK & SEED	$ 325.00	ACRE	87	$ 28,275.00
ENGINEERING, PLATTING & STAKING (10%)				$ 14,102.50
MISCELLANEOUS ITEMS (2.5%)				$ 3,525.63
TOTAL				**$ 158,653.13**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	2200	$ 3,300.00
ROCK CHECK DAMS	$ 1,800.00	EA.	5	$ 9,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 2,430.00
MISCELLANEOUS ITEMS (2.5%)				$ 607.50
TOTAL				**$ 27,337.50**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	25	$ 42,500.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	4	$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	35100	$ 77,220.00
ENGINEERING, PLATTING & STAKING (10%)				$ 12,772.00
MISCELLANEOUS ITEMS (2.5%)				$ 3,193.00
TOTAL				**$ 143,685.00**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	1	$ 1,700.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	5000	$ 11,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,270.00
MISCELLANEOUS ITEMS (2.5%)				$ 317.50
TOTAL				**$ 14,287.50**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 40.00	L.F.	120	$ 4,800.00
5' WALL	$ 83.00	L.F.	240	$ 19,920.00
ENGINEERING, PLATTING & STAKING (10%)				$ 2,472.00
MISCELLANEOUS ITEMS (2.5%)				$ 618.00
TOTAL				**$ 27,810.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' WALL	$ 60.00	L.F.	150	$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 900.00
MISCELLANEOUS ITEMS (2.5%)				$ 225.00
TOTAL				**$ 10,125.00**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	9600	$ 201,600.00
6" GATE VALVE & BOX	$ 800.00	EA.	24	$ 19,200.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	47	$ 54,050.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	24	$ 84,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	222	$ 133,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	8.0	$ 60,000.00
CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
TESTING & CHLORINATION	$ 0.75	L.F.	9600	$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 55,975.00
MISCELLANEOUS ITEMS (2.5%)				$ 13,993.75
TOTAL				**$ 629,718.75**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE	$ 33.00	L.F.	4400	$ 145,200.00
6" GATE VALVE & BOX	$ 800.00	EA.	8	$ 6,400.00
12" GATE VALVE & BOX	$ 2,100.00	EA.	17	$ 35,700.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	8	$ 28,000.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	3.7	$ 27,500.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
TESTING & CHLORINATION	$ 0.75	L.F.	4400	$ 3,300.00
ENGINEERING, PLATTING & STAKING (10%)				$ 24,710.00
MISCELLANEOUS ITEMS (2.5%)				$ 6,177.50
TOTAL				**$ 277,987.50**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	8130	$ 178,860.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	18	$ 54,000.00
CONNECT TO EXISTING	$ 500.00	EA.	4	$ 2,000.00
4" SERVICE LINES	$ 600.00	EA.	222	$ 133,200.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	200	$ 7,000.00
TRENCH SAFETY	$ 1.00	L.F.	8130	$ 8,130.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	8130	$ 8,130.00
ENGINEERING, PLATTING & STAKING (10%)				$ 39,132.00
MISCELLANEOUS ITEMS (2.5%)				$ 9,783.00
TOTAL				**$ 440,235.00**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	410	$ 16,400.00
21" R.C.P.	$ 45.00	L.F.	1770	$ 79,650.00
24" R.C.P.	$ 50.00	L.F.	1380	$ 69,000.00
27" R.C.P.	$ 55.00	L.F.	280	$ 15,400.00
30" R.C.P.	$ 65.00	L.F.	880	$ 57,200.00
36" R.C.P.	$ 80.00	L.F.	410	$ 32,800.00
48" R.C.P.	$ 125.00	L.F.	420	$ 52,500.00
6' X 4' R.C.B.	$ 220.00	L.F.	60	$ 13,200.00
CURB INLET	$ 4,500.00	EA.	43	$ 193,500.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	5	$ 20,000.00
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	2	$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
6' X 4' HEADWALL	$ 9,500.00	EA.	1	$ 9,500.00
ROCK-RIP-RAP	$ 50.00	S.Y.	90	$ 4,500.00
GRADE TO DRAIN	$ 10.00	L.F.	300	$ 3,000.00
TRENCH SAFETY	$ 1.00	L.F.	5610	$ 5,610.00
ENGINEERING, PLATTING & STAKING (10%)				$ 57,506.00
MISCELLANEOUS ITEMS (2.5%)				$ 14,376.50
TOTAL				**$ 646,942.50**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
21" R.C.P.	$ 40.00	L.F.	150	$ 6,000.00
CURB INLET	$ 4,500.00	EA.	3	$ 13,500.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,950.00
MISCELLANEOUS ITEMS (2.5%)				$ 487.50
TOTAL				**$ 21,937.50**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	48700	$ 146,100.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	877	$ 135,935.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	45700	$ 1,371,000.00
CONNECT TO EXISTING	$ 500.00	EA.	5	$ 2,500.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	3	$ 1,500.00
4' SIDEWALK	$ 4.00	S.F.	3000	$ 12,000.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	49	$ 53,900.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 15,000.00	L.S.	1	$ 15,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 400.00	EA.	11	$ 4,400.00
STREET NAME BLADE	$ 400.00	EA.	30	$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 175,433.50
MISCELLANEOUS ITEMS (2.5%)				$ 43,858.38
TOTAL				**$ 1,973,626.88**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" LIME TREATED SUBGRADE	$ 3.00	S.Y.	6600	$ 19,800.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	118	$ 18,290.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	$ 39.00	S.Y.	6100	$ 237,900.00
8" REINF. CONCRETE TURN LANES	$ 42.00	S.Y.	700	$ 29,400.00
CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	1	$ 500.00
4' SIDEWALK	$ 4.00	S.F.	3200	$ 12,800.00
TURN LANE BUTTONING AND STRIPING	$ 4.00	L.F.	300	$ 1,200.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 5,000.00	L.S.	1	$ 5,000.00
STREET STOP SIGNS	$ 400.00	EA.	3	$ 1,200.00
STREET NAME BLADES	$ 400.00	EA.	4	$ 1,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 32,819.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,204.75
TOTAL				**$ 369,213.75**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 6,300.00	L.S.	1	$ 6,300.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 147,620.93	L.S.	1	$ 147,620.93
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	L.S.	229	$ 57,250.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 244,170.93**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 26,765.55	L.S.	1	$ 26,765.55
TOTAL				**$ 26,765.55**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***128*** *Total Acres:* ***36***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$91,997	$719	$2,555
EROSION CONTROL (MAJOR IMPROVEMENTS)	$0	$0	$0
EXCAVATION (DIRECT)	$60,953	$476	$1,693
EXCAVATION (MAJOR IMPROVEMENTS)	$0	$0	$0
RETAINING WALL (DIRECT)	$72,900	$570	$2,025
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$362,756	$2,834	$10,077
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$353,621	$2,763	$9,823
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$246,971	$1,929	$6,860
STORM SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
PAVING (DIRECT)	$852,114	$6,657	$23,670
PAVING (MAJOR IMPROVEMENTS)	$72,000	$563	$2,000
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$141,719	$1,107	$3,937
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$2,880	$23	$80
GRAND TOTAL	**$2,257,911**	**$17,640**	**$62,720**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***128*** *Total Acres:* ***36***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	10000	$ 15,000.00
ROCK CHECK DAMS	$ 1,800.00	EA.	10	$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	10200	$ 12,750.00
DISK & SEED	$ 325.00	ACRE	37	$ 12,025.00
ENGINEERING, PLATTING & STAKING (10%)				$ 8,177.50
MISCELLANEOUS ITEMS (2.5%)				$ 2,044.38
TOTAL				**$ 91,996.88**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	11	$ 18,700.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	3	$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	13400	$ 29,480.00
ENGINEERING, PLATTING & STAKING (10%)				$ 5,418.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,354.50
TOTAL				**$ 60,952.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6' WALL	$ 108.00	L.F.	600	$ 64,800.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,480.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,620.00
TOTAL				**$ 72,900.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	5600	$ 117,600.00
6" GATE VALVE & BOX	$ 800.00	EA.	14	$ 11,200.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	19	$ 21,850.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	14	$ 49,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	128	$ 76,800.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	1	$ 1,100.00
2" IRRIGATION SERVICE	$ 1,100.00	EA.	2	$ 2,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	4.7	$ 35,000.00
CONNECT TO EXISTING	$ 500.00	EA.	7	$ 3,500.00
TESTING & CHLORINATION	$ 0.75	L.F.	5600	$ 4,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 32,245.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,061.25
TOTAL				**$ 362,756.25**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***128*** *Total Acres:* ***36***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	6970	$ 153,340.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	20	$ 60,000.00
CONNECT TO EXISTING	$ 500.00	EA.	3	$ 1,500.00
4" SERVICE LINES	$ 600.00	EA.	128	$ 76,800.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	250	$ 8,750.00
TRENCH SAFETY	$ 1.00	L.F.	6970	$ 6,970.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	6970	$ 6,970.00
ENGINEERING, PLATTING & STAKING (10%)				$ 31,433.00
MISCELLANEOUS ITEMS (2.5%)				$ 7,858.25
TOTAL				**$ 353,621.25**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	150	$ 6,000.00
21" R.C.P.	$ 45.00	L.F.	270	$ 12,150.00
24" R.C.P.	$ 50.00	L.F.	910	$ 45,500.00
30" R.C.P.	$ 65.00	L.F.	180	$ 11,700.00
36" R.C.P.	$ 80.00	L.F.	110	$ 8,800.00
42" R.C.P.	$ 110.00	L.F.	180	$ 19,800.00
48" R.C.P.	$ 125.00	L.F.	180	$ 22,500.00
CURB INLET	$ 4,500.00	EA.	13	$ 58,500.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	1	$ 4,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
48"-60" TYPE "B" PRE-CAST HEADWALL	$ 4,000.00	EA.	2	$ 8,000.00
ROCK-RIP-RAP	$ 50.00	S.Y.	180	$ 9,000.00
GRADE TO DRAIN	$ 10.00	L.F.	700	$ 7,000.00
TRENCH SAFETY	$ 1.00	L.F.	1980	$ 1,980.00
ENGINEERING, PLATTING & STAKING (10%)				$ 21,953.00
MISCELLANEOUS ITEMS (2.5%)				$ 5,488.25
TOTAL				**$ 246,971.25**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***128*** *Total Acres:* ***36***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	20900	$ 62,700.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	377	$ 58,435.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	19500	$ 585,000.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	3	$ 1,500.00
4' SIDEWALK	$ 4.00	S.F.	2200	$ 8,800.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	20	$ 22,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 1.00	L.S.	10000	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 400.00	EA.	6	$ 2,400.00
STREET NAME BLADE	$ 400.00	EA.	14	$ 5,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 75,743.50
MISCELLANEOUS ITEMS (2.5%)				$ 18,935.88
TOTAL				**$ 852,114.38**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8' TRAIL	$ 4.00	S.F.	16000	$ 64,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,400.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,600.00
TOTAL				**$ 72,000.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,100.00	L.S.	1	$ 4,100.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 72,618.53	L.S.	1	$ 72,618.53
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT	128	$ 32,000.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 141,718.53**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 2,880.00	L.S.	1	$ 2,880.00
TOTAL				**$ 2,880.00**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***79*** *Total Acres:* ***40***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$75,895	$961	$1,897
EROSION CONTROL (MAJOR IMPROVEMENTS)	$0	$0.00	$0.00
EXCAVATION (DIRECT)	$42,075	$533	$1,052
EXCAVATION (MAJOR IMPROVEMENTS)	$0	$0	$0
RETAINING WALL (DIRECT)	$21,600	$273	$540
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$189,169	$2,395	$4,729
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$77,400	$980	$1,935
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$231,311	$2,928	$5,783
STORM SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
PAVING (DIRECT)	$578,430	$7,322	$14,461
PAVING (MAJOR IMPROVEMENTS)	$0	$0	$0
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$99,000	$1,253	$2,475
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$0	$0	$0
GRAND TOTAL	**$1,314,880**	**$16,644**	**$32,872**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***79*** *Total Acres:* ***40***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	9100	$ 13,650.00
ROCK CHECK DAMS	$ 1,800.00	EA.	7	$ 12,600.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	6750	$ 8,437.50
DISK & SEED	$ 325.00	ACRE	27	$ 8,775.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,746.25
MISCELLANEOUS ITEMS (2.5%)				$ 1,686.56
TOTAL				**$ 75,895.31**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	8	$ 13,600.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	9000	$ 19,800.00
ENGINEERING, PLATTING & STAKING (10%)				$ 3,740.00
MISCELLANEOUS ITEMS (2.5%)				$ 935.00
TOTAL				**$ 42,075.00**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 40.00	L.F.	150	$ 6,000.00
3' WALL	$ 50.00	L.F.	120	$ 6,000.00
4' WALL	$ 60.00	L.F.	120	$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,920.00
MISCELLANEOUS ITEMS (2.5%)				$ 480.00
TOTAL				**$ 21,600.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***79*** *Total Acres:* ***40***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	2700	$ 56,700.00
6" GATE VALVE & BOX	$ 800.00	EA.	7	$ 5,600.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	9	$ 10,350.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	7	$ 24,500.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	79	$ 47,400.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	2	$ 2,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	2.3	$ 16,875.00
CONNECT TO EXISTING	$ 500.00	EA.	5	$ 2,500.00
TESTING & CHLORINATION	$ 0.75	L.F.	2700	$ 2,025.00
ENGINEERING, PLATTING & STAKING (10%)				$ 16,815.00
MISCELLANEOUS ITEMS (2.5%)				$ 4,203.75
TOTAL				**$ 189,168.75**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	600	$ 13,200.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	2	$ 6,000.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
4" SERVICE LINES	$ 600.00	EA.	79	$ 47,400.00
TRENCH SAFETY	$ 1.00	L.F.	600	$ 600.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	600	$ 600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,880.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,720.00
TOTAL				**$ 77,400.00**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	200	$ 8,000.00
21" R.C.P.	$ 45.00	L.F.	190	$ 8,550.00
24" R.C.P.	$ 50.00	L.F.	100	$ 5,000.00
30" R.C.P.	$ 65.00	L.F.	300	$ 19,500.00
36" R.C.P.	$ 80.00	L.F.	550	$ 44,000.00
42" R.C.P.	$ 110.00	L.F.	60	$ 6,600.00
48" R.C.P.	$ 125.00	L.F.	130	$ 16,250.00
5' X 4' R.C.B.	$ 200.00	L.F.	80	$ 16,000.00
CURB INLET	$ 4,500.00	EA.	10	$ 45,000.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	2	$ 8,000.00
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	2	$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
48"-60" TYPE "B" PRE-CAST HEADWALL	$ 4,000.00	EA.	1	$ 4,000.00
5' X 4' HEADWALL	$ 7,500.00	EA.	1	$ 7,500.00
ROCK-RIP-RAP	$ 50.00	S.Y.	180	$ 9,000.00
GRADE TO DRAIN	$ 10.00	L.F.	100	$ 1,000.00
TRENCH SAFETY	$ 1.00	L.F.	1610	$ 1,610.00
ENGINEERING, PLATTING & STAKING (10%)				$ 20,561.00
MISCELLANEOUS ITEMS (2.5%)				$ 5,140.25
TOTAL				**$ 231,311.25**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***79*** *Total Acres:* ***40***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	14000	$ 42,000.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	252	$ 39,060.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	13200	$ 396,000.00
CONNECT TO EXISTING	$ 500.00	EA.	4	$ 2,000.00
4' SIDEWALK	$ 4.00	S.F.	1400	$ 5,600.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	13	$ 14,300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 400.00	EA.	4	$ 1,600.00
STREET NAME BLADE	$ 400.00	EA.	9	$ 3,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 51,416.00
MISCELLANEOUS ITEMS (2.5%)				$ 12,854.00
TOTAL				**$ 578,430.00**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 2,800.00	L.S.	1	$ 2,800.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 43,052.40	L.S.	1	$ 43,052.40
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT	79	$ 19,750.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 99,000.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***135*** *Total Acres:* ***57***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$110,588	$819	$1,940
EROSION CONTROL (MAJOR IMPROVEMENTS)	$4,219	$31	$74
EXCAVATION (DIRECT)	$84,488	$626	$1,482
EXCAVATION (MAJOR IMPROVEMENTS)	$67,838	$503	$1,190
RETAINING WALL (DIRECT)	$10,125	$75	$178
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$379,350	$2,810	$6,655
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$378,056	$2,800	$6,633
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$376,459	$2,789	$6,605
STORM SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
PAVING (DIRECT)	$1,202,951	$8,911	$21,104
PAVING (MAJOR IMPROVEMENTS)	$67,500	$500	$1,184
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$172,623	$1,279	$3,028
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$2,700	$20	$47
GRAND TOTAL	**$2,856,895**	**$21,162**	**$50,121**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***135*** *Total Acres:* ***57***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	8300	$ 12,450.00
ROCK CHECK DAMS	$ 1,800.00	EA.	10	$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	3	$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	13000	$ 16,250.00
DISK & SEED	$ 325.00	ACRE	48	$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,830.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,457.50
TOTAL				**$ 110,587.50**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	3000	$ 3,750.00
ENGINEERING, PLATTING & STAKING (10%)				$ 375.00
MISCELLANEOUS ITEMS (2.5%)				$ 93.75
TOTAL				**$ 4,218.75**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	18	$ 30,600.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	3	$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	17500	$ 38,500.00
ENGINEERING, PLATTING & STAKING (10%)				$ 7,510.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,877.50
TOTAL				**$ 84,487.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	7	$ 11,900.00
POND EXCAVATION	$ 2.20	C.Y.	22000	$ 48,400.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,030.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,507.50
TOTAL				**$ 67,837.50**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' WALL	$ 60.00	L.F.	150	$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 900.00
MISCELLANEOUS ITEMS (2.5%)				$ 225.00
TOTAL				**$ 10,125.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***135*** *Total Acres:* ***57***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	5350	$ 112,350.00
6" GATE VALVE & BOX	$ 800.00	EA.	16	$ 12,800.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	26	$ 29,900.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	16	$ 56,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	135	$ 81,000.00
2" IRRIGATION SERVICE	$ 1,100.00	EA.	2	$ 2,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	4.5	$ 33,437.50
CONNECT TO EXISTING	$ 500.00	EA.	11	$ 5,500.00
TESTING & CHLORINATION	$ 0.75	L.F.	5350	$ 4,012.50
ENGINEERING, PLATTING & STAKING (10%)				$ 33,720.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,430.00
TOTAL				**$ 379,350.00**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	7200	$ 158,400.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	24	$ 72,000.00
CONNECT TO EXISTING	$ 500.00	EA.	3	$ 1,500.00
4" SERVICE LINES	$ 600.00	EA.	135	$ 81,000.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	250	$ 8,750.00
TRENCH SAFETY	$ 1.00	L.F.	7200	$ 7,200.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	7200	$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,605.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,401.25
TOTAL				**$ 378,056.25**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	220	$ 8,800.00
21" R.C.P.	$ 45.00	L.F.	450	$ 20,250.00
24" R.C.P.	$ 50.00	L.F.	650	$ 32,500.00
27" R.C.P.	$ 55.00	L.F.	590	$ 32,450.00
30" R.C.P.	$ 65.00	L.F.	260	$ 16,900.00
42" R.C.P.	$ 110.00	L.F.	160	$ 17,600.00
4' X 4' R.C.B.	$ 180.00	L.F.	180	$ 32,400.00
8' X 4' R.C.B.	$ 260.00	L.F.	120	$ 31,200.00
CURB INLET	$ 4,500.00	EA.	18	$ 81,000.00
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	2	$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	2	$ 3,600.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
4' X 4' HEADWALL	$ 5,000.00	EA.	1	$ 5,000.00
8' X 4' HEADWALL	$ 16,500.00	EA.	2	$ 33,000.00
ROCK-RIP-RAP	$ 50.00	S.Y.	270	$ 13,500.00
TRENCH SAFETY	$ 1.00	L.F.	2630	$ 2,630.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,463.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,365.75
TOTAL				**$ 376,458.75**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***135*** *Total Acres:* ***57***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	28800	$ 86,400.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	518	$ 80,290.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	27000	$ 810,000.00
CONNECT TO EXISTING	$ 500.00	EA.	8	$ 4,000.00
4' SIDEWALK	$ 4.50	S.F.	6200	$ 27,900.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	33	$ 36,300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 400.00	EA.	11	$ 4,400.00
STREET NAME BLADE	$ 400.00	EA.	25	$ 10,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 106,929.00
MISCELLANEOUS ITEMS (2.5%)				$ 26,732.25
TOTAL				**$ 1,202,951.25**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8' TRAIL	$ 4.00	S.F.	15000	$ 60,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,500.00
TOTAL				**$ 67,500.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,900.00	L.S.	1	$ 4,900.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 93,472.65	L.S.	1	$ 93,472.65
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT	165	$ 41,250.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 172,622.65**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 2,700.00	L.S.	1	$ 2,700.00
TOTAL				**$ 2,700.00**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***188*** *Total Acres:* ***50***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$69,609	$370	$1,392
EROSION CONTROL (MAJOR IMPROVEMENTS)	$0	$0	$0
EXCAVATION (DIRECT)	$115,988	$617	$2,320
EXCAVATION (MAJOR IMPROVEMENTS)	$61,875	$329	$1,238
RETAINING WALL (DIRECT)	$0	$0	$0
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$492,609	$2,620	$9,852
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$379,688	$2,020	$7,594
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$364,815	$1,941	$7,296
STORM SEWER (MAJOR IMPROVEMENTS)	$54,000	$287	$1,080
PAVING (DIRECT)	$1,008,473	$5,364	$20,169
PAVING (MAJOR IMPROVEMENTS)	$0	$0	$0
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$174,323	$927	$3,486
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$2,160	$11	$43
GRAND TOTAL	**$2,723,540**	**$14,487**	**$54,471**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***188*** *Total Acres:* ***50***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	5700	$ 8,550.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	12800	$ 16,000.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	1300	$ 1,950.00
DISK & SEED	$ 325.00	AC.	35	$ 11,375.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,187.50
MISCELLANEOUS ITEMS (2.5%)				$ 1,546.88
TOTAL				**$ 69,609.38**

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	AC.	35	$ 59,500.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	CY.	18000	$ 39,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 10,310.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,577.50
TOTAL				**$ 115,987.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND EXCAVATION	$ 2.20	C.Y.	25000	$ 55,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 5,500.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,375.00
TOTAL				**$ 61,875.00**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	6600	$ 138,600.00
8" P.V.C. WATERLINE BY BORE	$ 300.00	L.F.	100	$ 30,000.00
6" GATE VALVE & BOX	$ 800.00	EA.	13	$ 10,400.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	22	$ 25,300.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	13	$ 45,500.00
12" x 8" TAPPING SLEEVE & VALVE	$ 6,000.00	EA.	1	$ 6,000.00
8" x 8" TAPPING SLEEVE & VALVE	$ 4,500.00	EA.	2	$ 9,000.00
1" SINGLE SERVICE	$ 650.00	EA.	188	$ 122,200.00
1.5" IRRIGATION SERVICE	$ 800.00	EA.	1	$ 800.00
CONNECT TO EXISTING	$ 500.00	EA.	4	$ 2,000.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TN.	5.5	$ 41,250.00
REMOVE EXISTING WATER MAIN AND VALVES	$ 12.50	L.F.	150	$ 1,875.00
TESTING & CHLORINATION	$ 0.75	L.F.	6600	$ 4,950.00
ENGINEERING, PLATTING & STAKING (10%)				$ 43,787.50
MISCELLANEOUS ITEMS (2.5%)				$ 10,946.88
TOTAL				**$ 492,609.38**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***188*** *Total Acres:* ***50***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	LF.	6600	$ 145,200.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	12	$ 36,000.00
4' DIAMETER DROP MANHOLE	$ 6,000.00	EA.	2	$ 12,000.00
CLEANOUT	$ 500.00	EA.	1	$ 500.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
4" SERVICE LINES	$ 600.00	EA.	188	$ 112,800.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	200	$ 7,000.00
REMOVE EXISTING SANITARY SEWER MAIN	$ 10.00	L.F.	650	$ 6,500.00
TRENCH SAFETY	$ 1.50	L.F.	6600	$ 9,900.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	6600	$ 6,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,750.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,437.50
TOTAL				**$ 379,687.50**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 40.00	L.F.	300	$ 12,000.00
21" R.C.P.	$ 45.00	L.F.	300	$ 13,500.00
24" R.C.P.	$ 50.00	L.F.	1400	$ 70,000.00
30" R.C.P.	$ 65.00	L.F.	220	$ 14,300.00
33" R.C.P.	$ 70.00	L.F.	540	$ 37,800.00
36" R.C.P.	$ 80.00	L.F.	100	$ 8,000.00
42" R.C.P.	$ 110.00	L.F.	520	$ 57,200.00
CURB INLET	$ 4,500.00	EA.	17	$ 76,500.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	5	$ 20,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
ROCK-RIP-RAP	$ 50.00	SY.	50	$ 2,500.00
REMOVE EXISTING STORM SEWER MAIN	$ 20.00	L.F.	200	$ 4,000.00
REMOVE DROP INLET AND CONNECT TO EXISTING RCP	$ 500.00	EA.	1	$ 500.00
TRENCH SAFETY	$ 1.00	L.F.	3380	$ 3,380.00
ENGINEERING, PLATTING & STAKING (10%)				$ 32,428.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,107.00
TOTAL				**$ 364,815.00**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND FOUNTAIN	$ 30,000.00	EA.	1	$ 30,000.00
POND OUTLET STRUCTURE	$ 18,000.00	EA.	1	$ 18,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 4,800.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,200.00
TOTAL				**$ 54,000.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	SY.	24100	$ 72,300.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TN.	434	$ 67,270.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	SY.	22600	$ 678,000.00
4' SIDEWALK	$ 4.50	SF.	1400	$ 6,300.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	31	$ 34,100.00
SAWCUT AND REMOVE EX CONCRETE PAVEMENT	$ 15.00	S.F.	350	$ 5,250.00
REMOVE EXISTING STREET SIGNS	$ 100.00	EA.	3	$ 300.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	$ 4,500.00	EA.	5	$ 22,500.00
STREET NAME BLADE	$ 400.00	EA.	26	$ 10,400.00
ENGINEERING, PLATTING & STAKING (10%)				$ 89,642.00
MISCELLANEOUS ITEMS (2.5%)				$ 22,410.50
TOTAL				**$ 1,008,472.50**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***188*** *Total Acres:* ***50***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,500.00	LS.	1	$ 4,500.00
ENGINEERING REVIEW FEE	$ 5,000.00	LS.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 89,823.38	LS.	1	$ 89,823.38
WETLANDS REPORT	$ 2,500.00	LS.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	LS.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	LS.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	188	$ 47,000.00
SWPPP ADMINISTRATION	$ 5,000.00	LS.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	LS.	1	$ 5,000.00
TOTAL				**$ 174,323.38**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 2,160.00	L.S.	1	$ 2,160.00
TOTAL				**$ 2,160.00**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ***02/16/18*** *Revised:* ***09/26/19***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$80,120	$411	$1,113
EROSION CONTROL (MAJOR IMPROVEMENTS)	$9,863	$51	$137
EXCAVATION (DIRECT)	$67,188	$345	$933
EXCAVATION (MAJOR IMPROVEMENTS)	$300,169	$1,539	$4,169
RETAINING WALL (MAJOR IMPROVEMENTS)	$116,359	$597	$1,616
WATER (DIRECT)	$726,238	$3,724	$10,087
WATER (MAJOR IMPROVEMENTS)	$59,282	$304.01	$823.37
SANITARY SEWER (DIRECT)	$553,510	$2,839	$7,688
SANITARY SEWER (MAJOR IMPROVEMENTS)	$440,835	$2,261	$6,123
STORM SEWER (DIRECT)	$884,253	$4,535	$12,281
STORM SEWER (MAJOR IMPROVEMENTS)	$218,619	$1,121	$3,036
PAVING (DIRECT)	$1,851,218	$9,493	$25,711
PAVING (MAJOR IMPROVEMENTS)	$693,495	$3,556	$9,632
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT	$211,852	$1,086	$2,942
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR	$42,367	$217	$588
GRAND TOTAL	**$6,255,368**	**$32,079**	**$86,880**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ***~~02/16/18~~*** *Revised:* ***09/26/19***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	3630	$ 5,445.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	20938	$ 26,172.50
INLET PROTECTION	$ 500.00	EA	48	$ 24,000.00
DISK & SEED	$ 325.00	ACRE	48	$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 7,121.75
MISCELLANEOUS ITEMS (2.5%)				$ 1,780.44
TOTAL				**$ 80,119.69**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	1955	$ 2,932.50
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	3890	$ 5,835.00
ENGINEERING, PLATTING & STAKING (10%)				$ 876.75
MISCELLANEOUS ITEMS (2.5%)				$ 219.19
TOTAL				**$ 9,863.44**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	24	$ 14,040.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	1	$ 2,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.02	C.Y.	21625	$ 43,682.50
ENGINEERING, PLATTING & STAKING (10%)				$ 5,972.25
MISCELLANEOUS ITEMS (2.5%)				$ 1,493.06
TOTAL				**$ 67,187.81**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	10.8	$ 6,318.00
ROSELAND EXCAVATION	$ 2.02	C.Y.	6545	$ 13,220.90
POND EXCAVATION (Pond #2)	$ 2.02	C.Y.	4700	$ 9,494.00
POND EXCAVATION (Pond #8 North)	$ 2.38	C.Y.	57842	$ 137,663.96
POND EXCAVATION (Pond #3 South)	$ 2.32	C.Y.	43155	$ 100,119.60
ENGINEERING, PLATTING & STAKING (10%)				$ 26,681.65
MISCELLANEOUS ITEMS (2.5%)				$ 6,670.41
TOTAL				**$ 300,168.52**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
3' WALL	$ 50.00	L.F.	1075	$ 53,750.00
10' WALL	$ 216.00	L.F.	230	$ 49,680.00
ENGINEERING, PLATTING & STAKING (10%)				$ 10,343.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,585.75
TOTAL				**$ 116,358.75**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ~~***02/16/18***~~ *Revised:* ***09/26/19***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 24.50	L.F.	10922	$ 267,589.00
6" GATE VALVE & BOX	$ 825.00	EA.	21	$ 17,325.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	40	$ 46,000.00
FIRE HYDRANT W/ 6" LEAD	$ 3,410.00	EA.	21	$ 71,610.00
1" SINGLE WATER SERVICE	$ 695.00	EA.	193	$ 134,135.00
1" METER SETTERS	$ 390.00	EA.	193	$ 75,270.00
CONNECT TO EXISTING	$ 450.00	EA.	6	$ 2,700.00
MISCELLANEOUS FITTINGS	$ 8,550.00	TON	3.0	$ 25,650.00
CEMENT STABILIZED SAND	$ 19.50	L.F.	18	$ 351.00
TESTING & CHLORINATION	$ 0.45	L.F.	10922	$ 4,914.90
ENGINEERING, PLATTING & STAKING (10%)				$ 64,554.49
MISCELLANEOUS ITEMS (2.5%)				$ 16,138.62
TOTAL				**$ 726,238.01**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 24.50	L.F.	1192	$ 29,204.00
6" GATE VALVE & BOX	$ 825.00	EA.	2	$ 1,650.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	7	$ 8,050.00
FIRE HYDRANT W/ 6" LEAD	$ 3,410.00	EA.	2	$ 6,820.00
CONNECT TO EXISTING	$ 450.00	EA.	1	$ 450.00
MISCELLANEOUS FITTINGS	$ 8,550.00	TON	0.7	$ 5,985.00
TESTING & CHLORINATION	$ 0.45	L.F.	1192	$ 536.40
ENGINEERING, PLATTING & STAKING (10%)				$ 5,269.54
MISCELLANEOUS ITEMS (2.5%)				$ 1,317.39
TOTAL				**$ 59,282.33**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" P.V.C. PIPE (SDR-35)	$ 20.50	L.F.	234	$ 4,797.00
8" P.V.C. PIPE (SDR-35)	$ 26.25	L.F.	7914	$ 207,742.50
4' DIAMETER MANHOLE	$ 5,100.00	EA.	28	$ 142,800.00
CLEAN-OUT	$ 775.00	EA.	1	$ 775.00
CONNECT TO EXISTING	$ 450.00	EA.	3	$ 1,350.00
CONNECT TO EXISTING MH	$ 2,000.00	EA.	1	$ 2,000.00
4" SERVICE LINES	$ 618.00	EA.	194	$ 119,892.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 41.00	L.F.	90	$ 3,690.00
TRENCH SAFETY	$ 0.10	L.F.	8148	$ 814.80
TESTING & T.V. INSPECTION	$ 1.00	L.F.	8148	$ 8,148.00
ENGINEERING, PLATTING & STAKING (10%)				$ 49,200.93
MISCELLANEOUS ITEMS (2.5%)				$ 12,300.23
TOTAL				**$ 553,510.46**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 26.25	L.F.	80	$ 2,100.00
10" P.V.C. PIPE (SDR-35)	$ 34.50	L.F.	2592	$ 89,424.00
15" P.V.C. PIPE (SDR-26)	$ 103.50	L.F.	1160	$ 120,060.00
15" P.V.C. PIPE (SDR-35)	$ 50.50	LF	117	$ 5,908.50
16" STEEL ENCASEMENT (BY BORE)	$ 342.00	L.F.	45	$ 15,390.00
16" STEEL ENCASEMENT (BY OPEN CUT)	$ 95.00	L.F.	75	$ 7,125.00
4' DIAMETER MANHOLE	$ 5,100.00	EA.	11	$ 56,100.00
4' DIAMETER MANHOLE OVER EXISTING MAIN	$ 6,200.00	EA.	2	$ 12,400.00
4' DIAMTER MANHOLE W/ EXTRA DEPTH	$ 8,615.00	EA.	2	$ 17,230.00
4' DIAMETER MANHOLE OVER EXISTING 15" MAIN	$ 5,375.00	EA.	2	$ 10,750.00
ADJUST EXISTING MANHOLE RIM ELEVATION	$ 1,625.00	EA.	4	$ 6,500.00
CONNECT TO EXISTING MH	$ 2,000.00	EA.	1	$ 2,000.00
CONNECT TO EXISTING MH & PLUG EX. MH INVERT	$ 4,025.00	EA.	1	$ 4,025.00
REMOVE & DISPOSE EXISTING SAN. SWR.	$ 16.50	L.F.	1057	$ 17,440.50
REMOVE & DISPOSE EXISTING 15" SAN. SWR.	$ 22.80	LF	520	$ 11,856.00
REMOVE & DISPOSE EXISTING 8" SAN SWR	$ 21.25	LF	117	$ 2,486.25
REMOVE & DISPOSE EXISTING MH	$ 375.00	EA.	4	$ 1,500.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 41.00	L.F.	54	$ 2,214.00
BYPASS PUMPING	$ 3,000.00	L.S.	1	$ 3,000.00
TRENCH SAFETY	$ 0.10	L.F.	3949	$ 394.90
TESTING & T.V. INSPECTION	$ 1.00	L.F.	3949	$ 3,949.00
ENGINEERING, PLATTING & STAKING (10%)				$ 39,185.32
MISCELLANEOUS ITEMS (2.5%)				$ 9,796.33
TOTAL				**$ 440,834.79**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ***~~02/16/18~~*** *Revised:* ***09/26/19***

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 47.50	L.F.	1791	$ 85,072.50
18" R.C.P. (RUBBER GASKET)	$ 54.00	L.F.	11	$ 594.00
21" R.C.P.	$ 53.00	L.F.	805	$ 42,665.00
21" R.C.P. (RUBBER GASKET)	$ 59.00	L.F.	178	$ 10,502.00
24" R.C.P.	$ 61.00	L.F.	375	$ 22,875.00
27" R.C.P.	$ 66.00	L.F.	736	$ 48,576.00
30" R.C.P.	$ 75.00	L.F.	678	$ 50,850.00
33" R.C.P.	$ 87.00	L.F.	263	$ 22,881.00
36" R.C.P.	$ 98.00	L.F.	642	$ 62,916.00
42" R.C.P.	$ 130.00	L.F.	346	$ 44,980.00
48" R.C.P.	$ 154.00	L.F.	424	$ 65,296.00
48" R.C.P. (RUBBER GASKET)	$ 175.00	L.F.	6	$ 1,050.00
5'x4' R.C.B.	$ 247.00	L.F.	200	$ 49,400.00
10' CURB INLET	$ 3,925.00	EA.	47	$ 184,475.00
4'x4' STORM SEWER MANHOLE	$ 5,300.00	EA.	8	$ 42,400.00
5'x5' STORM SEWER MANHOLE	$ 7,700.00	EA.	3	$ 23,100.00
6'x6' STORM SEWER MANHOLE	$ 8,200.00	EA.	1	$ 8,200.00
21" TXDOT HDWL (SETP-PD)	$ 2,200.00	EA.	3	$ 6,600.00
27" TXDOT HDWL (SETP-PD)	$ 2,750.00	EA.	2	$ 5,500.00
5'x4' RCB TXDOT HDWL (SETB-PW)	$ 6,650.00	EA.	1	$ 6,650.00
REMOVE AND DISPOSE EXISTING WYE INLET	$ 775.00	EA.	1	$ 775.00
TRENCH SAFETY	$ 0.10	L.F.	6455	$ 645.50
ENGINEERING, PLATTING & STAKING (10%)				$ 78,600.30
MISCELLANEOUS ITEMS (2.5%)				$ 19,650.08
TOTAL				**$ 884,253.38**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ***~~02/16/18~~*** *Revised:* ***09/26/19***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 47.50	L.F.	299	$ 14,202.50
21" R.C.P.	$ 53.00	L.F.	23	$ 1,219.00
27" R.C.P.	$ 66.00	L.F.	345	$ 22,770.00
36" R.C.P.	$ 98.00	L.F.	129	$ 12,642.00
42" R.C.P.	$ 130.00	L.F.	96	$ 12,480.00
5'x1.5' R.C.B.	$ 300.00	L.F.	112	$ 33,600.00
7'x3' R.C.B.	$ 340.00	L.F.	55	$ 18,700.00
10' CURB INLET	$ 3,925.00	EA.	6	$ 23,550.00
4'X4' DROP INLET W/ APRON	$ 3,125.00	EA.	1	$ 3,125.00
7'x3' RCB TXDOT HDWL (PW)	$ 13,900.00	EA.	2	$ 27,800.00
2-5'x1.5' RCB TXDOT HDWL (FW-0)	$ 11,000.00	EA.	1	$ 11,000.00
36"/42" COMBO HDWL	$ 7,150.00	EA.	1	$ 7,150.00
REMOVE AND DISPOSE EXISTING HDWL	$ 775.00	EA.	2	$ 1,550.00
42" PLUG	$ 150.00	EA.	1	$ 150.00
ROCK-RIP-RAP	$ 76.50	S.Y.	56	$ 4,284.00
TRENCH SAFETY	$ 0.10	L.F.	1059	$ 105.90
ENGINEERING, PLATTING & STAKING (10%)				$ 19,432.84
MISCELLANEOUS ITEMS (2.5%)				$ 4,858.21
TOTAL				**$ 218,619.45**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 2.75	S.Y.	41800	$ 114,950.00
HYDRATED LIME (36 LBS/SY)	$ 150.00	TON	753	$ 112,950.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 33.05	S.Y.	39407	$ 1,302,401.35
SAWCUT CURB & GUTTER	$ 22.00	LF.	182	$ 4,004.00
4' SIDEWALK	$ 4.00	S.F.	13243	$ 52,972.00
BARRIER FREE RAMPS	$ 1,300.00	EA.	22	$ 28,600.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,530.00	EA.	13	$ 19,890.00
STREET NAME BLADE	$ 305.00	EA.	32	$ 9,760.00
ENGINEERING, PLATTING & STAKING (10%)				$ 164,552.74
MISCELLANEOUS ITEMS (2.5%)				$ 41,138.18
TOTAL				**$ 1,851,218.27**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 2.75	S.Y.	11148	$ 30,657.00
HYDRATED LIME (41 LBS/SY)	$ 150.00	TON	229	$ 34,350.00
8" REINF. CONCRETE STREET PAVEMENT (37 B-B)	$ 41.75	S.Y.	4238	$ 176,936.50
8" REINF. CONCRETE STREET PAVEMENT (25 B-B)	$ 40.60	S.Y.	6220	$ 252,532.00
8" REINF. STAMPED CONCRETE STREET PAVEMENT	$ 25.75	S.Y.	313	$ 8,059.75
12" TYPE "B" ASPHALT BASE	$ 109.00	S.Y.	264	$ 28,776.00
2" TYPE "C" ASPHALT OVERLAY	$ 34.40	S.Y.	264	$ 9,081.60
BARRIER FREE RAMPS	$ 1,300.00	EA.	4	$ 5,200.00
SAWCUT CURB & GUTTER	$ 22.00	L.F.	699	$ 15,378.00
REMOVE & DISPOSE EXISTING CONCRETE	$ 12.00	S.Y.	495	$ 5,940.00
6' TRAIL	$ 5.00	S.F.	5760	$ 28,800.00
CONCRETE STREET HEADER	$ 15.00	LF	50	$ 750.00
ROAD BARRICADE	$ 38.00	LF	50	$ 1,900.00
REMOVE BARRICATE AND CONN. TO EXISTING	$ 20.00	LF	31	$ 620.00
STRIPING, BUTTONING, ETC. (OWNSBY PKWY)	$ 11,000.00	L.S.	1	$ 11,000.00
REMOVE EXISTING STRIPING (FM2478)	$ 300.00	L.S.	1	$ 300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 2,500.00	L.S.	1	$ 2,500.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,530.00	EA.	1	$ 1,530.00
STREET NAME BLADE	$ 305.00	EA.	2	$ 610.00
RELOCATE EXISTING STOP SIGN & NAME BLADES	$ 2,200.00	EA.	1	$ 2,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 61,712.09
MISCELLANEOUS ITEMS (2.5%)				$ 14,661.60
TOTAL				**$ 693,494.53**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 2,350.00	L.S.	1	$ 2,350.00
ENGINEERING REVIEW FEE	$ 20,670.00	L.S.	1	$ 20,670.00
INSPECTION FEE (3%)	$ 120,456.60	L.S.	1	$ 120,456.60
WETLANDS REPORT	$ 1,950.00	L.S.	1	$ 1,950.00
ENVIRONMENTAL PHASE 1	$ 3,900.00	L.S.	1	$ 3,900.00
GEO-TECHNICAL REPORT	$ 5,850.00	L.S.	1	$ 5,850.00
MATERIAL TESTING	$ 250.00	LOT.	195	$ 48,750.00
SWPPP ADMINISTRATION	$ 2,925.00	L.S.	1	$ 2,925.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 211,851.60**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 42,366.93	L.S.	1	$ 42,366.93
TOTAL				**$ 42,366.93**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ~~***03/25/20***~~ *Revised:* ***04/14/20***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$62,205	$648	$1,736
EROSION CONTROL (MAJOR IMPROVEMENTS)	$11,936	$124	$333
EXCAVATION (DIRECT)	$85,809	$894	$2,395
EXCAVATION (MAJOR IMPROVEMENTS)	$16,223	$169	$453
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$481,014	$5,011	$13,423
WATER (MAJOR IMPROVEMENTS)	$80,491	$838.45	$2,246.16
SANITARY SEWER (DIRECT)	$372,977	$3,885	$10,408
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$405,214	$4,221	$11,308
STORM SEWER (MAJOR IMPROVEMENTS)	$48,074	$501	$1,342
PAVING (DIRECT)	$1,220,267	$12,711	$34,052
PAVING (MAJOR IMPROVEMENTS)	$497,223	$5,179	$13,875
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$160,949	$1,677	$4,491
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$21,812	$227	$609
GRAND TOTAL	**$3,464,196**	**$36,085**	**$96,671**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ***03/25/20*** *Revised:*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	2000	$ 3,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	13715	$ 17,143.75
INLET PROTECTION	$ 500.00	EA	19	$ 9,500.00
DISK & SEED	$ 325.00	ACRE	42	$ 13,650.00
ENGINEERING, PLATTING & STAKING (10%)				$ 5,529.38
MISCELLANEOUS ITEMS (2.5%)				$ 1,382.34
TOTAL				**$ 62,205.47**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	590	$ 885.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	5150	$ 7,725.00
INLET PROTECTION	$ 500.00	EA.	4	$ 2,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,061.00
MISCELLANEOUS ITEMS (2.5%)				$ 265.25
TOTAL				**$ 11,936.25**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	7.50	$ 4,388.60
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.02	C.Y.	33607	$ 67,886.14
ENGINEERING, PLATTING & STAKING (10%)				$ 7,627.47
MISCELLANEOUS ITEMS (2.5%)				$ 1,906.87
TOTAL				**$ 85,809.08**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	3.05	$ 1,783.18
CHURCHILL & OWNSBY EXCAVATION	$ 2.02	C.Y.	6256	$ 12,637.12
ENGINEERING, PLATTING & STAKING (10%)				$ 1,442.03
MISCELLANEOUS ITEMS (2.5%)				$ 360.51
TOTAL				**$ 16,222.83**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ***03/25/20*** *Revised:*

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 24.50	L.F.	6764	$ 165,718.00
6" GATE VALVE & BOX	$ 825.00	EA.	16	$ 13,200.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	30	$ 34,500.00
12" GATE VALVE & BOX ON EXISTING	$ 2,000.00	EA.	1	$ 2,000.00
FIRE HYDRANT W/ 6" LEAD	$ 3,410.00	EA.	14	$ 47,740.00
FH LEAD WITH CAP (NO FH ASSEMBLY AT THIS TIME)	$ 1,500.00	EA.	2	$ 3,000.00
1" SINGLE WATER SERVICE	$ 695.00	EA.	104	$ 72,280.00
1" SINGLE WATER SERVICE ON EXISTING 12" PVC	$ 950.00	EA.	7	$ 6,650.00
1" METER SETTERS	$ 390.00	EA.	96	$ 37,440.00
CONNECT TO EXISTING	$ 450.00	EA.	1	$ 450.00
CUT-IN 12" x 8" TEE ON EXISTING	$ 3,500.00	EA.	1	$ 3,500.00
CUT-IN 12" x 6" TEE ON EXISTING	$ 3,200.00	EA.	1	$ 3,200.00
MISCELLANEOUS FITTINGS	$ 8,550.00	TON	4.0	$ 34,456.50
CEMENT STABILIZED SAND	$ 19.50	L.F.	20	$ 390.00
TESTING & CHLORINATION	$ 0.45	L.F.	6764	$ 3,043.80
ENGINEERING, PLATTING & STAKING (10%)				$ 42,756.83
MISCELLANEOUS ITEMS (2.5%)				$ 10,689.21
TOTAL				**$ 481,014.34**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 24.50	L.F.	1349	$ 33,050.50
6" GATE VALVE & BOX	$ 825.00	EA.	4	$ 3,300.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	10	$ 11,500.00
FIRE HYDRANT W/ 6" LEAD	$ 3,410.00	EA.	4	$ 13,640.00
CONNECT TO EXISTING	$ 450.00	EA.	2	$ 900.00
MISCELLANEOUS FITTINGS	$ 8,550.00	TON	1.0	$ 8,550.00
TESTING & CHLORINATION	$ 0.45	L.F.	1349	$ 607.05
ENGINEERING, PLATTING & STAKING (10%)				$ 7,154.76
MISCELLANEOUS ITEMS (2.5%)				$ 1,788.69
TOTAL				**$ 80,490.99**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 26.25	L.F.	5504	$ 144,480.00
4' DIAMETER MANHOLE	$ 5,100.00	EA.	18	$ 91,800.00
CONNECT TO EXISTING MH WITH OUTSIDE DROP	$ 3,000.00	EA.	2	$ 6,000.00
REMOVE PLUG & CONNECT TO EXISTING 8" PVC	$ 1,000.00	EA.	1	$ 1,000.00
CLEANOUT	$ 775.00	EA.	1	$ 775.00
4" SERVICE LINES	$ 618.00	EA.	107	$ 66,126.00
4" SERVICE LINES ON EXISTING 10" PVC	$ 800.00	EA.	4	$ 3,200.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 41.00	L.F.	100	$ 4,100.00
ADJUST MH RIM ELEVATION	$ 1,000.00	EA.	8	$ 8,000.00
TRENCH SAFETY	$ 0.10	L.F.	5504	$ 550.40
TESTING & T.V. INSPECTION	$ 1.00	L.F.	5504	$ 5,504.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,153.54
MISCELLANEOUS ITEMS (2.5%)				$ 8,288.39
TOTAL				**$ 372,977.33**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ***03/25/20*** *Revised:*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 47.50	L.F.	1254	$ 59,565.00
21" R.C.P.	$ 53.00	L.F.	476	$ 25,228.00
24" R.C.P.	$ 61.00	L.F.	125	$ 7,625.00
27" R.C.P.	$ 66.00	L.F.	474	$ 31,284.00
30" R.C.P.	$ 75.00	L.F.	553	$ 41,475.00
33" R.C.P.	$ 87.00	L.F.	59	$ 5,133.00
36" R.C.P.	$ 98.00	L.F.	130	$ 12,740.00
36" R.C.P. (RUBBER GASKET)	$ 112.00	L.F.	44	$ 4,928.00
42" R.C.P.	$ 130.00	L.F.	198	$ 25,740.00
60" R.C.P.	$ 225.00	L.F.	126	$ 28,350.00
10' CURB INLET	$ 3,925.00	EA.	19	$ 74,575.00
4'x4' STORM SEWER MANHOLE	$ 5,300.00	EA.	4	$ 21,200.00
24" TXDOT HDWL (CH-FW-0)	$ 2,200.00	EA.	1	$ 2,200.00
36" TXDOT HDWL (SETP-PD)	$ 4,500.00	EA.	1	$ 4,500.00
60" TXDOT HDWL (SETP-PD)	$ 6,000.00	EA.	1	$ 6,000.00
ROCK RIP RAP	$ 50.00	S.Y.	72	$ 3,600.00
REMOVE HDWL AND CONN TO EXISTING	$ 775.00	EA.	1	$ 775.00
REMOVE & REPLACE PORTION OF EXISTING RETAINING WALL	$ 1,500.00	L.S.	1	$ 1,500.00
TRENCH SAFETY	$ 0.10	L.F.	3115	$ 311.50
TV INSPECTION	$ 1.25	L.F.	3115	$ 3,893.75
ENGINEERING, PLATTING & STAKING (10%)				$ 35,672.95
MISCELLANEOUS ITEMS (2.5%)				$ 8,918.24
TOTAL				**$ 405,214.44**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ***03/25/20*** *Revised:*

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 47.50	L.F.	602	$ 28,595.00
10' CURB INLET	$ 3,925.00	EA.	3	$ 11,775.00
CONNECT TO EXISTING	$ 775.00	EA.	2	$ 1,550.00
TRENCH SAFETY	$ 0.10	L.F.	602	$ 60.20
TV INSPECTION	$ 1.25	L.F.	602	$ 752.50
ENGINEERING, PLATTING & STAKING (10%)				$ 4,273.27
MISCELLANEOUS ITEMS (2.5%)				$ 1,068.32
TOTAL				**$ 48,074.29**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 2.75	S.Y.	29,003	$ 79,758.25
HYDRATED LIME (36 LBS/SY)	$ 150.00	TON	522	$ 78,308.10
6" REINF. CONCRETE STREET PAVEMENT (29 B-B)	$ 33.05	S.Y.	25,675	$ 848,558.75
CONCRETE STREET HEADER	$ 15.00	L.F.	174	$ 2,610.00
ROAD BARRICADE	$ 38.00	L.F.	174	$ 6,612.00
REMOVE ROAD BARRICADE	$ 750.00	EA.	2	$ 1,500.00
TEMPORARY CURB (AT TEMP TURNAROUNDS)	$ 22.00	L.F.	380	$ 8,360.00
5' SIDEWALK	$ 5.00	S.F.	2,835	$ 14,175.00
BARRIER FREE RAMPS	$ 1,300.00	EA.	18	$ 23,400.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,530.00	EA.	10	$ 15,300.00
STREET NAME BLADE	$ 305.00	EA.	20	$ 6,100.00
ENGINEERING, PLATTING & STAKING (10%)				$ 108,468.21
MISCELLANEOUS ITEMS (2.5%)				$ 27,117.05
TOTAL				**$ 1,220,267.36**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 2.75	S.Y.	9654	$ 26,548.50
HYDRATED LIME (36 LBS/SY)	$ 150.00	TON	174	$ 26,065.80
8" REINF. CONCRETE STREET PAVEMENT (25 B-B)	$ 40.60	S.Y.	4308	$ 174,904.80
8" REINF. STAMPED CONCRETE STREET PAVEMENT	$ 25.75	S.F.	315	$ 8,111.25
MEDIAN NOSE STAMPED CONCRETE	$ 25.75	S.F.	333	$ 8,574.75
6" REINF. CONCRETE STREET PAVEMENT (29 B-B)	$ 33.05	S.Y.	4717	$ 155,896.85
CONCRETE STREET HEADER	$ 15.00	L.F.	50	$ 750.00
ROAD BARRICADE	$ 38.00	L.F.	50	$ 1,900.00
BARRIER FREE RAMPS	$ 1,300.00	EA.	2	$ 2,600.00
SAWCUT CURB & GUTTER	$ 22.00	L.F.	517	$ 11,374.00
6' TRAIL	$ 5.50	S.F.	2400	$ 13,200.00
STRIPING, BUTTONING, ETC. (OWNSBY PKWY & CHURCHILL)	$ 8,000.00	L.S.	1	$ 8,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 2,500.00	L.S.	1	$ 2,500.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,530.00	EA.	1	$ 1,530.00
STREET NAME BLADE	$ 305.00	EA.	2	$ 610.00
ENGINEERING, PLATTING & STAKING (10%)				$ 44,256.60
MISCELLANEOUS ITEMS (2.5%)				$ 10,400.44
TOTAL				**$ 497,222.98**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,460.00	L.S.	1	$ 1,460.00
ENGINEERING REVIEW FEE	$ 8,310.00	L.S.	1	$ 8,310.00
INSPECTION FEE (4%)	$ 99,178.94	L.S.	1	$ 99,178.94
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	96	$ 24,000.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 160,948.94**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 21,811.89	L.S.	1	$ 21,811.89
TOTAL				**$ 21,811.89**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised: 08/16/21*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$0	$0	$0
EXCAVATION (DIRECT)	$128,647	$501	$1,991
EXCAVATION (MAJOR IMPROVEMENTS)	$15,926	$61.97	$246.53
RETAINING WALL (MAJOR IMPROVEMENTS)	$135,000	$525.29	$2,089.78
WATER (DIRECT)	$929,716	$3,618	$14,392
WATER (MAJOR IMPROVEMENTS)	$72,668	$282.76	$1,124.90
SANITARY SEWER (DIRECT)	$882,344	$3,433	$13,659
SANITARY SEWER (MAJOR IMPROVEMENTS)	$42,094	$163.79	$651.60
STORM SEWER (DIRECT)	$675,593	$2,629	$10,458
STORM SEWER (MAJOR)	$154,547	$601.35	$2,392.36
PAVING (DIRECT)	$2,739,846	$10,661	$42,412
PAVING (MAJOR IMPROVEMENTS)	$560,126	$2,179.48	$8,670.68
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$344,297	$1,340	$5,330
GRAND TOTAL	**$6,680,804**	**$25,995**	**$103,418**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 2,000.00	ACRE	13.9	$ 27,800.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	3	$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.40	C.Y.	33,564	$ 80,552.52
ENGINEERING, PLATTING & STAKING (10%)				$ 11,435.25
MISCELLANEOUS ITEMS (2.5%)				$ 2,858.81
TOTAL				**$ 128,646.59**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	1.1	$ 643.50
BELMONT ROW EXCAVATION (IMPORT)	$ 5.60	C.Y.	1,300	$ 7,280.00
POND EXCAVATION	$ 2.40	C.Y.	2,656	$ 6,374.66
ENGINEERING, PLATTING & STAKING (10%)				$ 1,429.82
MISCELLANEOUS ITEMS (2.5%)				$ 198.09
TOTAL				**$ 15,926.06**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND WALL	$ 120,000.00	LS.	1	$ 120,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 12,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 3,000.00
TOTAL				**$ 135,000.00**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 34.64	L.F.	10828	$ 375,081.92
6" GATE VALVE & BOX	$ 910.00	EA.	25	$ 22,750.00
8" GATE VALVE & BOX	$ 1,365.00	EA.	43	$ 58,695.00
12" GATE VALVE & BOX ON EXISTING	$ 4,650.00	EA.	1	$ 4,650.00
FIRE HYDRANT W/ 6" LEAD	$ 3,725.00	EA.	21	$ 78,225.00
12" X 8" CUT IN TEE ON EXISTING	$ 4,400.00	EA.	1	$ 4,400.00
1" SINGLE WATER SERVICE	$ 800.00	EA.	243	$ 194,400.00
1" SINGLE WATER SERVICE (FUTURE)	$ 800.00	EA.	15	$ 12,000.00
1" SINGLE WATER SERVICE (FOR LOOP)	$ 10.30	LF.	240	$ 2,472.00
1" SINGLE WATER SERVICE (ON EX. 8" WATER, BY BORE)	$ 2,400.00	EA.	6	$ 14,400.00
1" SINGLE WATER SERVICE (ON EX. 12" WATER)	$ 1,000.00	EA.	1	$ 1,000.00
CONNECT TO EXISTING	$ 450.00	EA.	11	$ 4,950.00
MISCELLANEOUS FITTINGS	$ 4,975.00	TON	7.6	$ 38,009.00
CEMENT STABILIZED SAND	$ 22.00	L.F.	18.0	$ 396.00
TRACER WIRE TEST STATIONS	$ 215.00	EA.	42.0	$ 9,030.00
TESTING & CHLORINATION	$ 0.55	L.F.	10828	$ 5,955.40
ENGINEERING, PLATTING & STAKING (10%)				$ 82,641.43
MISCELLANEOUS ITEMS (2.5%)				$ 20,660.36
TOTAL				**$ 929,716.11**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 34.64	L.F.	938	$ 32,492.32
6" GATE VALVE & BOX	$ 910.00	EA.	2	$ 1,820.00
8" GATE VALVE & BOX	$ 1,365.00	EA.	5	$ 6,825.00
12" GATE VALVE & BOX ON EXISTING	$ 4,650.00	EA.	2	$ 9,300.00
FIRE HYDRANT W/ 6" LEAD	$ 3,725.00	EA.	2	$ 7,450.00
12" X 8" CUT IN TEE ON EXISTING	$ 4,400.00	EA.	1	$ 4,400.00
MISCELLANEOUS FITTINGS	$ 4,975.00	TON	0.4	$ 1,791.00
TESTING & CHLORINATION	$ 0.55	L.F.	938	$ 515.90
ENGINEERING, PLATTING & STAKING (10%)				$ 6,459.42
MISCELLANEOUS ITEMS (2.5%)				$ 1,614.86
TOTAL				**$ 72,668.50**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 30.80	L.F.	10893	$ 335,504.40
4' DIAMETER MANHOLE	$ 4,775.00	EA.	37	$ 176,675.00
MANHOLE I & I BARRIERS	$ 345.00	EA.	37	$ 12,765.00
CONNECT TO EXISTING MH WITH OUTSIDE DROP	$ 2,925.00	EA.	3	$ 8,775.00
CONNECT TO EXISTING MH	$ 1,975.00	EA.	3	$ 5,925.00
REMOVE PLUG & CONNECT TO EXISTING 8" PVC	$ 450.00	EA.	2	$ 900.00
PLUG EX. MH	$ 450.00	EA.	2	$ 900.00
END & PLUG 8" SEWER	$ 50.00	EA.	6	$ 300.00
4" SERVICE LINES	$ 753.00	EA.	235	$ 176,955.00
4" SERVICE LINES (ON EX. 10" PVC)	$ 1,080.00	EA.	2	$ 2,160.00
4" SERVICE LINES (FUTURE)	$ 741.00	EA.	19	$ 14,079.00
4" SERVICE FROM EX. MH IN STREET	$ 3,100.00	EA.	2	$ 6,200.00
4" SERVICES TO BE REMOVED	$ 500.00	LF	7	$ 3,500.00
8" SEWER TO BE REMOVED	$ 15.50	LF	304	$ 4,712.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 67.75	L.F.	218	$ 14,769.50
ADJUST MH RIM ELEVATION	$ 1,280.00	EA.	3	$ 3,840.00
REMOVE AND REPLACE CONCRETE PAVING	$ 195.00	SY	14	$ 2,730.00
TRENCH SAFETY	$ 0.10	L.F.	10893	$ 1,089.30
TESTING & T.V. INSPECTION	$ 1.15	L.F.	10893	$ 12,526.95
ENGINEERING, PLATTING & STAKING (10%)				$ 78,430.62
MISCELLANEOUS ITEMS (2.5%)				$ 19,607.65
TOTAL				**$ 882,344.42**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
10" P.V.C. PIPE (SDR-35)	$ 36.91	L.F.	578	$ 21,333.98
4' DIAMETER MANHOLE	$ 4,775.00	EA.	3	$ 14,325.00
MANHOLE I & I BARRIERS	$ 345.00	EA.	3	$ 1,035.00
TRENCH SAFETY	$ 0.10	L.F.	578	$ 57.80
TESTING & T.V. INSPECTION	$ 1.15	L.F.	578	$ 664.70
ENGINEERING, PLATTING & STAKING (10%)				$ 3,741.65
MISCELLANEOUS ITEMS (2.5%)				$ 935.41
TOTAL				**$ 42,093.54**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 56.50	L.F.	1069	$ 60,398.50
21" R.C.P.	$ 62.50	L.F.	734	$ 45,875.00
24" R.C.P.	$ 71.50	L.F.	962	$ 68,783.00
27" R.C.P.	$ 77.50	L.F.	199	$ 15,422.50
30" R.C.P.	$ 89.00	L.F.	388	$ 34,532.00
30" R.C.P. (RUBBER GASKETED)	$ 98.00	L.F.	71	$ 6,958.00
36" R.C.P.	$ 116.00	L.F.	709	$ 82,244.00
42" R.C.P.	$ 151.00	L.F.	483	$ 72,933.00
42" R.C.P. (RUBBER GASKETED)	$ 172.00	L.F.	52	$ 8,944.00
48" R.C.P. (RUBBER GASKETED)	$ 201.00	L.F.	71	$ 14,271.00
10' CURB INLET	$ 4,100.00	EA.	26	$ 106,600.00
12' CURB INLET	$ 4,475.00	EA.	2	$ 8,950.00
2-GRATE COMBO INLET	$ 5,475.00	EA.	2	$ 10,950.00
4'x4' STORM SEWER MANHOLE	$ 5,450.00	EA.	1	$ 5,450.00
5'x5' STORM SEWER MANHOLE	$ 6,875.00	EA.	1	$ 6,875.00
6'x6' STORM SEWER MANHOLE	$ 9,400.00	EA.	1	$ 9,400.00
21" TXDOT HDWL (SETP-CD)	$ 2,675.00	EA.	1	$ 2,675.00
24" TXDOT HDWL (CH-FW-0)	$ 2,900.00	EA.	1	$ 2,900.00
36" TXDOT HDWL (SETP-PD) (4:1)	$ 3,300.00	EA.	1	$ 3,300.00
36" TXDOT HDWL (SETP-PD) (8:1)	$ 3,800.00	EA.	1	$ 3,800.00
42" TXDOT HDWL (SETP-PD)	$ 4,900.00	EA.	1	$ 4,900.00
48" TXDOT HDWL (SETP-PD)	$ 5,450.00	EA.	1	$ 5,450.00
END & PLUG 21" R.C.P.	$ 55.00	EA.	1	$ 55.00
12" THICK GABION MATTRESS AT HDWL'S	$ 318.00	SY	26	$ 8,268.00
REMOVE EX. 42" RCP	$ 32.50	L.F.	55	$ 1,787.50
REMOVE EXISTING HEADWALL	$ 450.00	EA.	1	$ 450.00
REMOVE HEADWALL & CONN TO EXISTING	$ 775.00	EA.	1	$ 775.00
TRENCH SAFETY	$ 0.10	L.F.	4738	$ 473.80
TV INSPECTION	$ 1.50	L.F.	4738	$ 7,107.00
ENGINEERING, PLATTING & STAKING (10%)				$ 60,052.73
MISCELLANEOUS ITEMS (2.5%)				$ 15,013.18
TOTAL				**$ 675,593.21**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 56.50	L.F.	36	$ 2,034.00
24" R.C.P.	$ 62.50	L.F.	107	$ 6,687.50
27" R.C.P.	$ 77.50	L.F.	110	$ 8,525.00
30" R.C.P.	$ 89.00	L.F.	80	$ 7,120.00
6' X 3' R.C.B.	$ 379.00	L.F.	76	$ 28,804.00
10' CURB INLET	$ 4,100.00	EA.	2	$ 8,200.00
4'X4' STORM MANHOLE	$ 5,450.00	EA.	1	$ 5,450.00
30" TXDOT HDWL (SETP-PD)	$ 3,000.00	EA.	1	$ 3,000.00
6' X 3' RCB TXDOT HDWL (SETB-PD) TYPE "SWO"	$ 5,450.00	EA.	1	$ 5,450.00
6' X 3' RCB TXDOT HDWL (SETB-PD) TYPE "PW"	$ 5,800.00	EA.	1	$ 5,800.00
12" THICK GABION MATTRESS AT POND SPILLWAY	$ 318.00	SY	175	$ 55,650.00
TRENCH SAFETY	$ 0.10	L.F.	409	$ 40.90
TV INSPECTION	$ 1.50	L.F.	409	$ 613.50
ENGINEERING, PLATTING & STAKING (10%)				$ 13,737.49
MISCELLANEOUS ITEMS (2.5%)				$ 3,434.37
TOTAL				**$ 154,546.76**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.85	S.Y.	48,593	$ 187,083.05
HYDRATED LIME (36 LBS/SY)	$ 168.00	TON	875	$ 147,000.00
6" REINF. CONCRETE STREET PAVEMENT (25' B-B)	$ 39.85	S.Y.	9,046	$ 360,483.10
6" REINF. CONCRETE STREET PAVEMENT (29' B-B)	$ 39.85	S.Y.	12,114	$ 482,742.90
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 39.85	S.Y.	15,777	$ 628,713.45
7" REINF. CONCRETE ALLEY (12')	$ 58.90	S.Y.	3,841	$ 226,234.90
6" REINF. CONCRETE STREET PAVEMENT - HAND POUR	$ 64.55	SY	670	$ 43,248.50
TEMP STREET PAVEMENT (24' WIDE)	$ 72.70	S.Y.	811	$ 58,959.70
CONCRETE STREET HEADER	$ 20.00	L.F.	116	$ 2,320.00
ROAD BARRICADE	$ 35.00	L.F.	150	$ 5,250.00
BARRIER FREE RAMPS	$ 2,000.00	EA.	26	$ 52,000.00
DETECTABLE WARNING AT ALLEY	$ 1,000.00	EA.	13	$ 13,000.00
SAWCUT & REMOVE EXISTING CURB	$ 25.00	L.F.	302	$ 7,550.00
SAWCUT & REMOVE EX. PAVEMENT	$ 12.00	S.Y.	195	$ 2,340.00
6' SIDEWALK	$ 5.75	S.F.	4,050	$ 23,287.50
5' SIDEWALK	$ 5.75	S.F.	24,045	$ 138,258.75
4' SIDEWALK	$ 5.75	S.F.	5,156	$ 29,647.00
STOP SIGN AND POLE 30"x30" (BRANDON INDUSTRIES)	$ 1,200.00	EA.	13	$ 15,600.00
STREET NAME BLADE	$ 325.00	EA.	36	$ 11,700.00
ENGINEERING, PLATTING & STAKING (10%)				$ 243,541.89
MISCELLANEOUS ITEMS (2.5%)				$ 60,885.47
TOTAL				**$ 2,739,846.21**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.85	S.Y.	3,593	$ 13,833.05
HYDRATED LIME (36 LBS/SY)	$ 168.00	TON	65	$ 10,865.23
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 39.85	S.Y.	3,169	$ 126,284.65
12" TYPE "B" ASPHALT BASE	$ 92.80	S.Y.	1,598	$ 148,294.40
2" TYPE "D" ASPHALT OVERLAY	$ 23.15	S.Y.	3,934	$ 91,072.10
FM 2478 EXCAVATION	$ 15,000.00	LS.	1	$ 15,000.00
SAWCUT EXISTING ASPHALT PAVEMENT	$ 5.25	LF.	1,884	$ 9,891.00
REMOVE EXISTING PAVEMENT	$ 1.75	S.F.	338	$ 591.50
9' SIDEWALK	$ 8.00	S.F.	1,530	$ 12,240.00
6' SIDEWALK	$ 5.75	S.F.	6,132	$ 35,259.00
5' SIDEWALK	$ 5.75	S.F.	260	$ 1,495.00
4' SIDEWALK	$ 5.75	S.F.	1,844	$ 10,603.00
TRAFFIC CONTROL	$ 12,000.00	L.S.	1	$ 12,000.00
4" YELLOW PAVEMENT MARKING	$ 2.65	LF.	1,487	$ 3,940.55
4" WHITE PAVEMENT MARKING	$ 1.35	LF.	2,461	$ 3,322.35
LEFT TURN ARROW PAVEMENT MARKING	$ 300.00	EA.	2	$ 600.00
"ONLY" PAVEMENT MARKING	$ 350.00	EA.	2	$ 700.00
24" WHITE STOP BAR PAVEMENT MARKING	$ 17.00	LF.	15	$ 255.00
STOP SIGN AND POLE 36"X36" (BRANDON INDUSTRIES)	$ 1,300.00	EA.	1	$ 1,300.00
STREET NAME BLADE	$ 325.00	EA.	2	$ 650.00
ENGINEERING, PLATTING & STAKING (10%)				$ 49,819.68
MISCELLANEOUS ITEMS (2.5%)				$ 12,109.09
TOTAL				**$ 560,125.61**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,460.00	L.S.	1	$ 1,460.00
ENGINEERING REVIEW FEE	$ 8,310.00	L.S.	1	$ 8,310.00
INSPECTION FEE (4%)	$ 242,277.37	L.S.	1	$ 242,277.37
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	257	$ 64,250.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 344,297.37**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

OFF-SITE MAJOR IMPROVEMENTS

CELINA, TEXAS

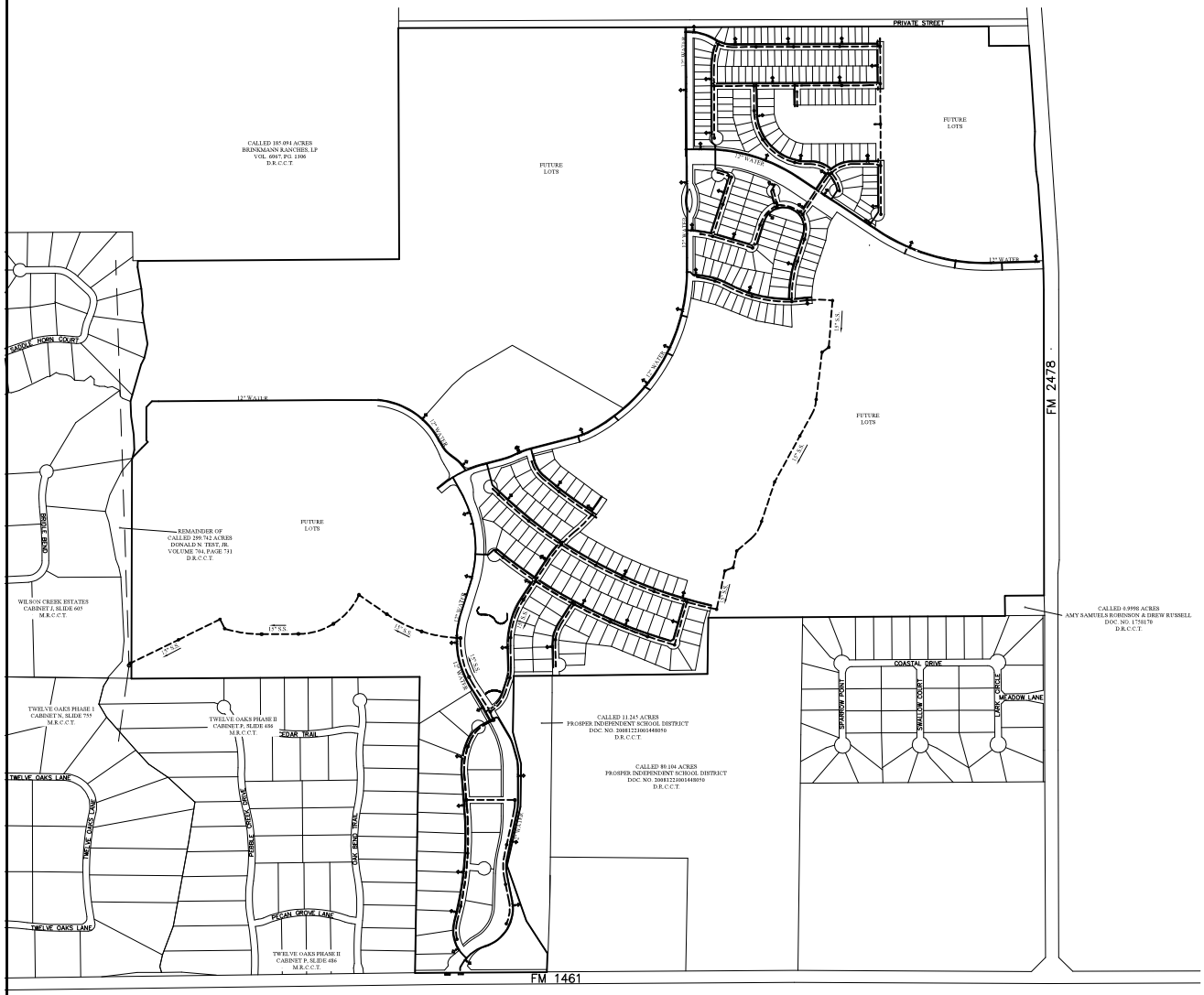
0 1,500 3,000 6,000 Feet

N

CELINA TEXAS EST. 1876

Proposed Lift Station
Elevated Storage Tank
Existing NTMWD Sewer
Proposed Bridges
Proposed Sewer 12"
Proposed Sewer 21"
Proposed Sewer 24"
Proposed Force Main
Proposed Water 12"
Proposed Water 18"
Proposed Paving/Drainage
Roads
Railroads
TIRZ #3
Watersheds
River/Creek
100-YR (Zone A)
100-YR (Zone AE)
Developments
Weston
Prosper
McKinney
Celina

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED SANITARY SEWER MANHOLE

PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)

PROPOSED FIRE HYDRANT

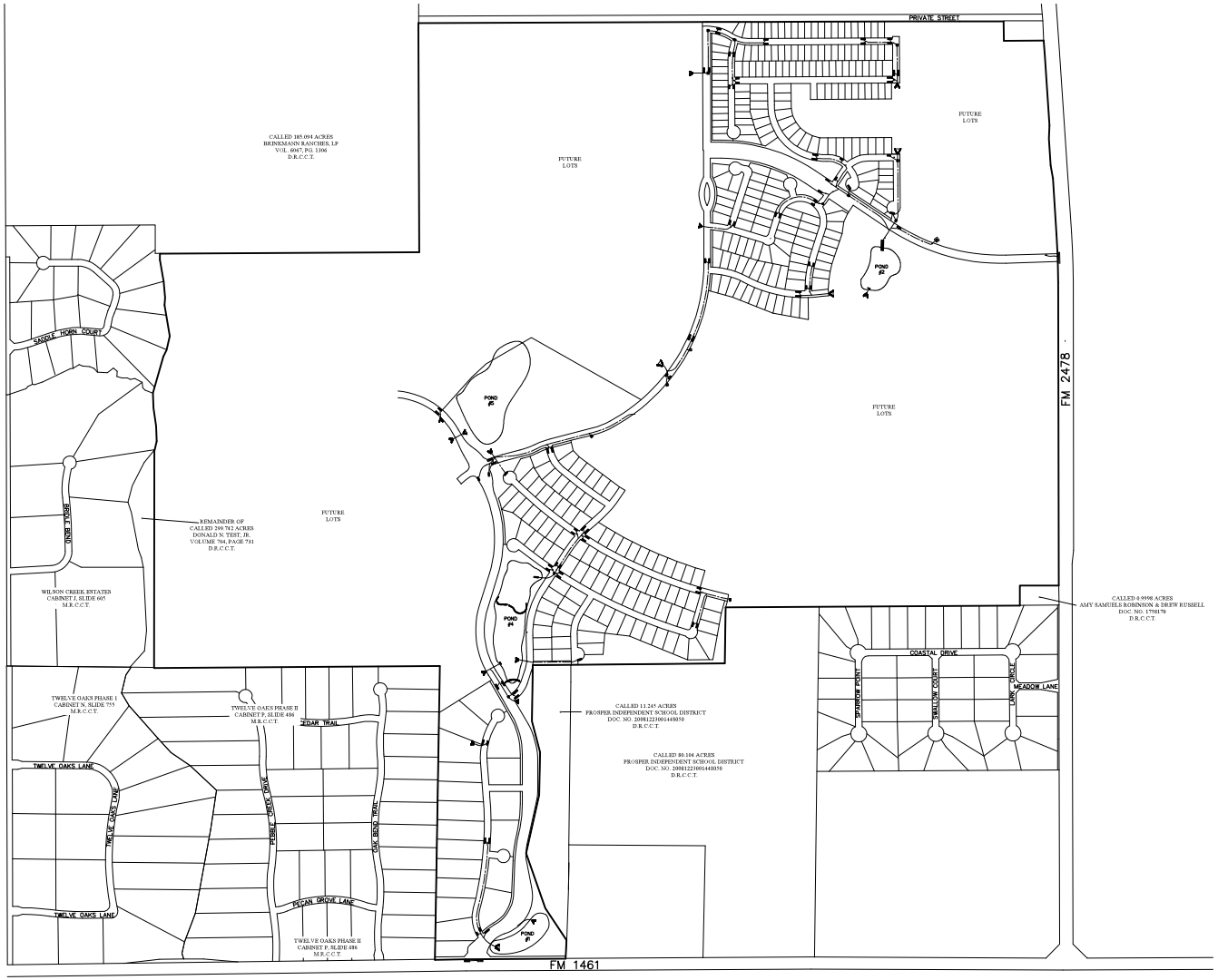
PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE)

WATER & SANITARY SEWER EXHIBIT

LAKES AT MUSTANG RANCH
PHASE I

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931
STATE REGISTRATION NUMBER: F-399

Y:\0825\20050221 WS EXHIBIT 2014-10-16.dwg, PH1 WATER & SEWER, 10/21/2014 3:48:19 PM, erogers, Dowdey, Anderson & Associates, Inc., AWC



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

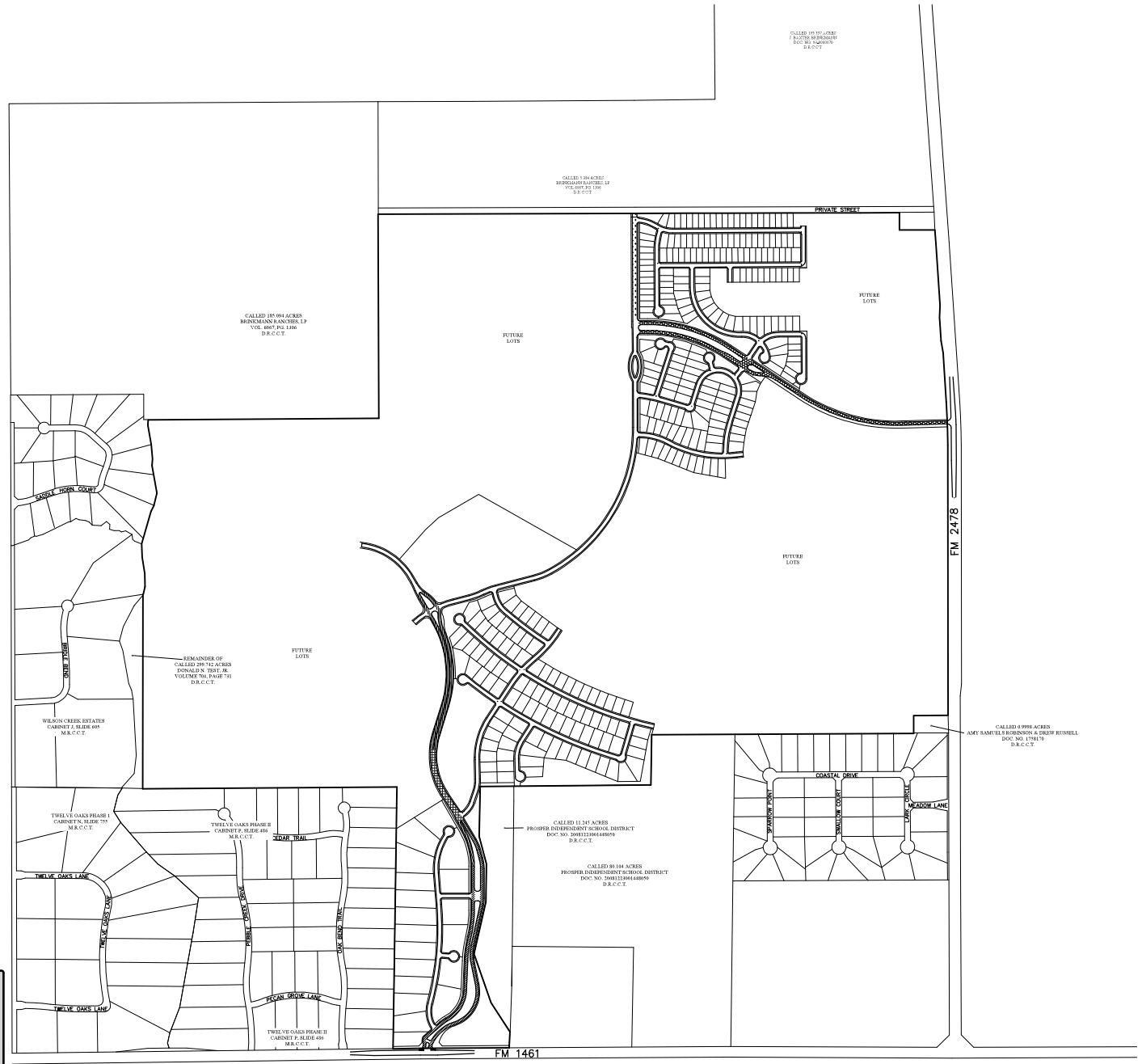
PROPOSED HEADWALL

STORM SEWER & DETENTION EXHIBIT

LAKES AT MUSTANG RANCH
PHASE I

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931
STATE REGISTRATION NUMBER: F-399

Y:\0825\2005\02-01 WS\EXHIBIT 2014-10-16.dwg, PH1 STORM & DETENTION, 10/21/2014 3:47:48 PM, erogers, Dowdey, Anderson & Associates, Inc., JWC



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

45' B-B

37' B-B

2-25' B-B

2-23' B-B

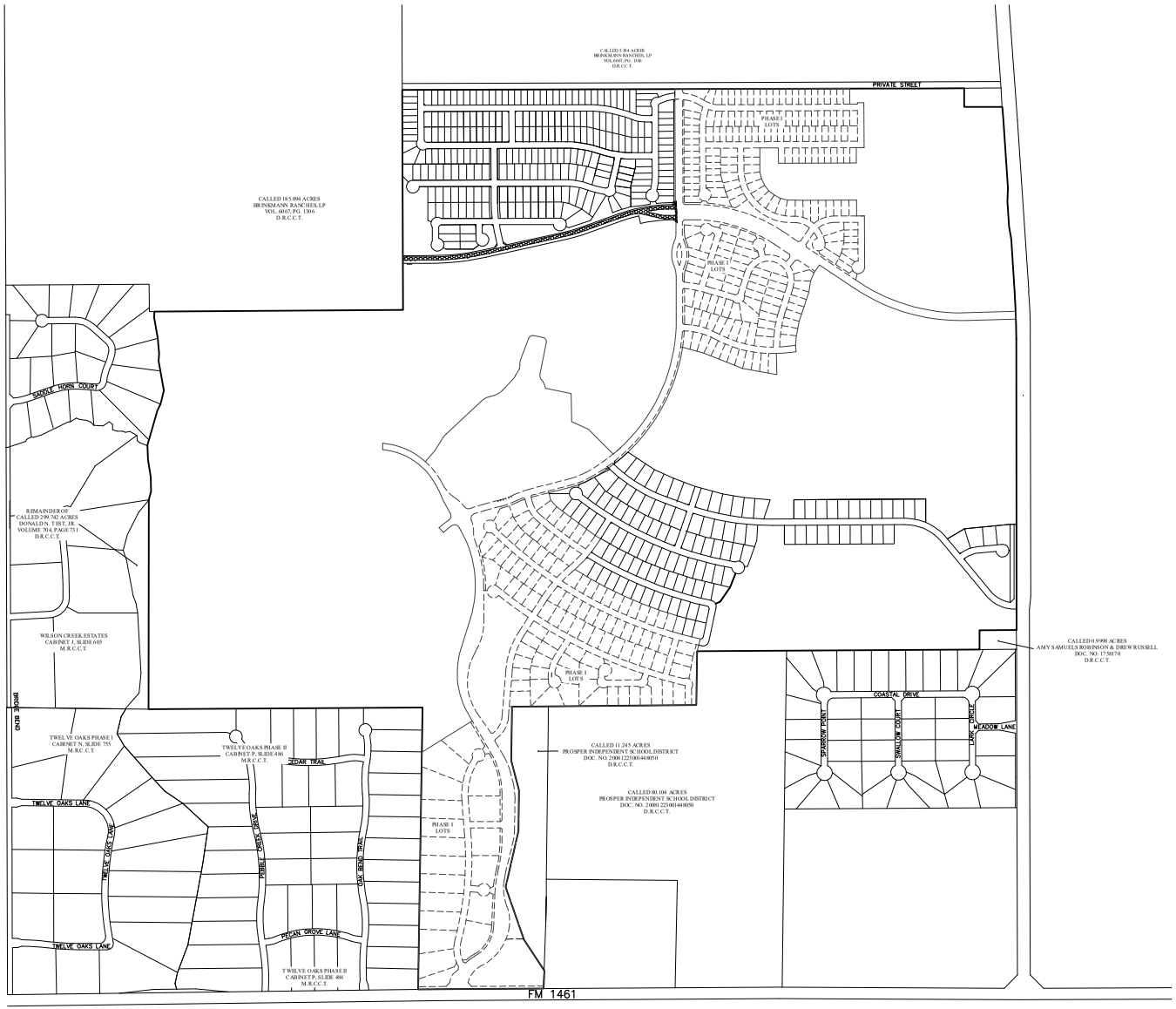
ALL OTHER STREETS
SHALL BE 31' B-B.

PAVING EXHIBIT

LAKES AT MUSTANG RANCH
PHASE I

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931
STATE REGISTRATION NUMBER: F-399

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GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

2-25' B-B

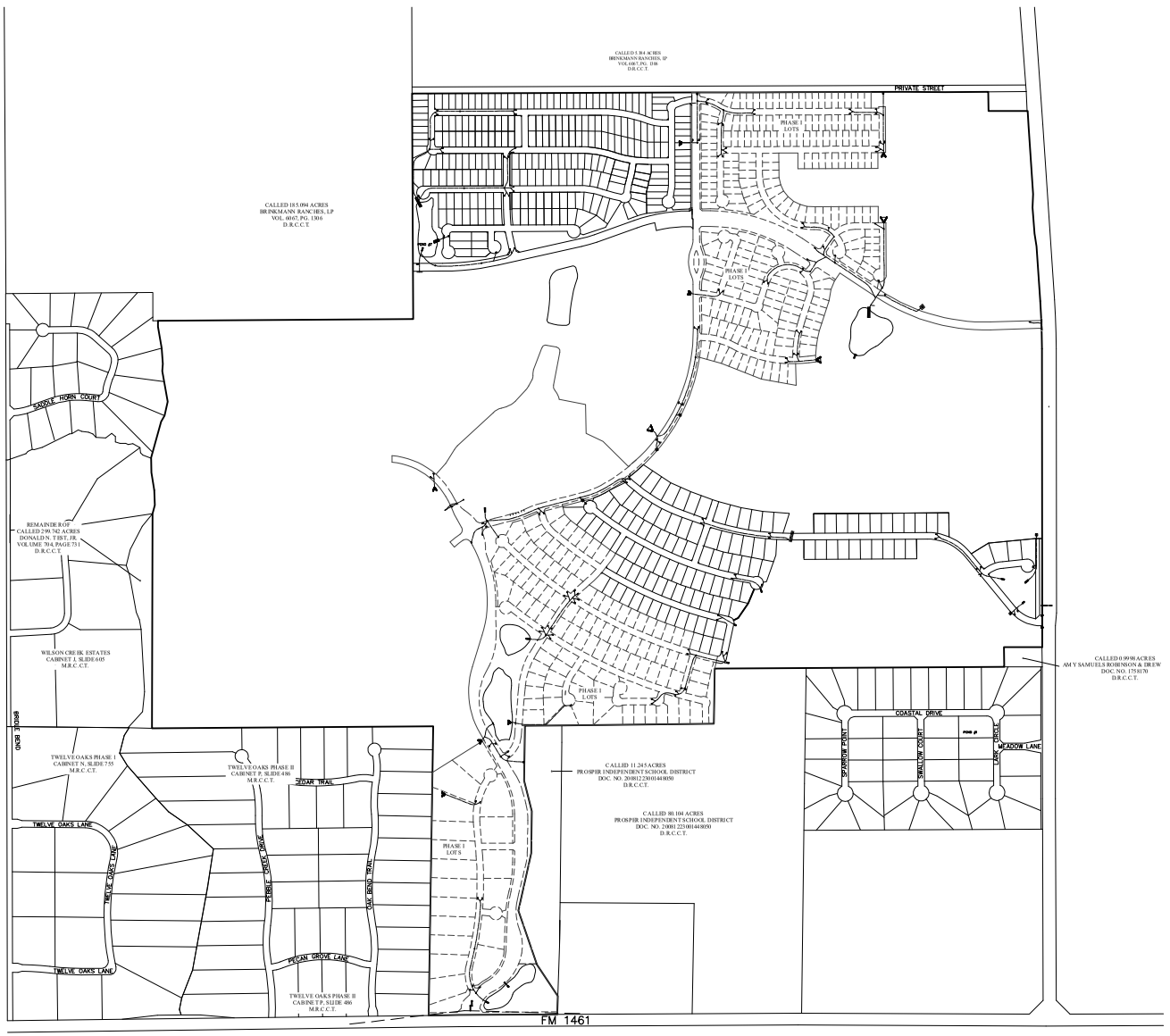
ALL OTHER STREETS
SHALL BE 31' B-B.

PAVING EXHIBIT

MUSTANG LAKES
PHASE TWO

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
STATE REGISTRATION NUMBER: F-399

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GRAPHIC SCALE

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(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

PH 1 STORM SEWER MAIN

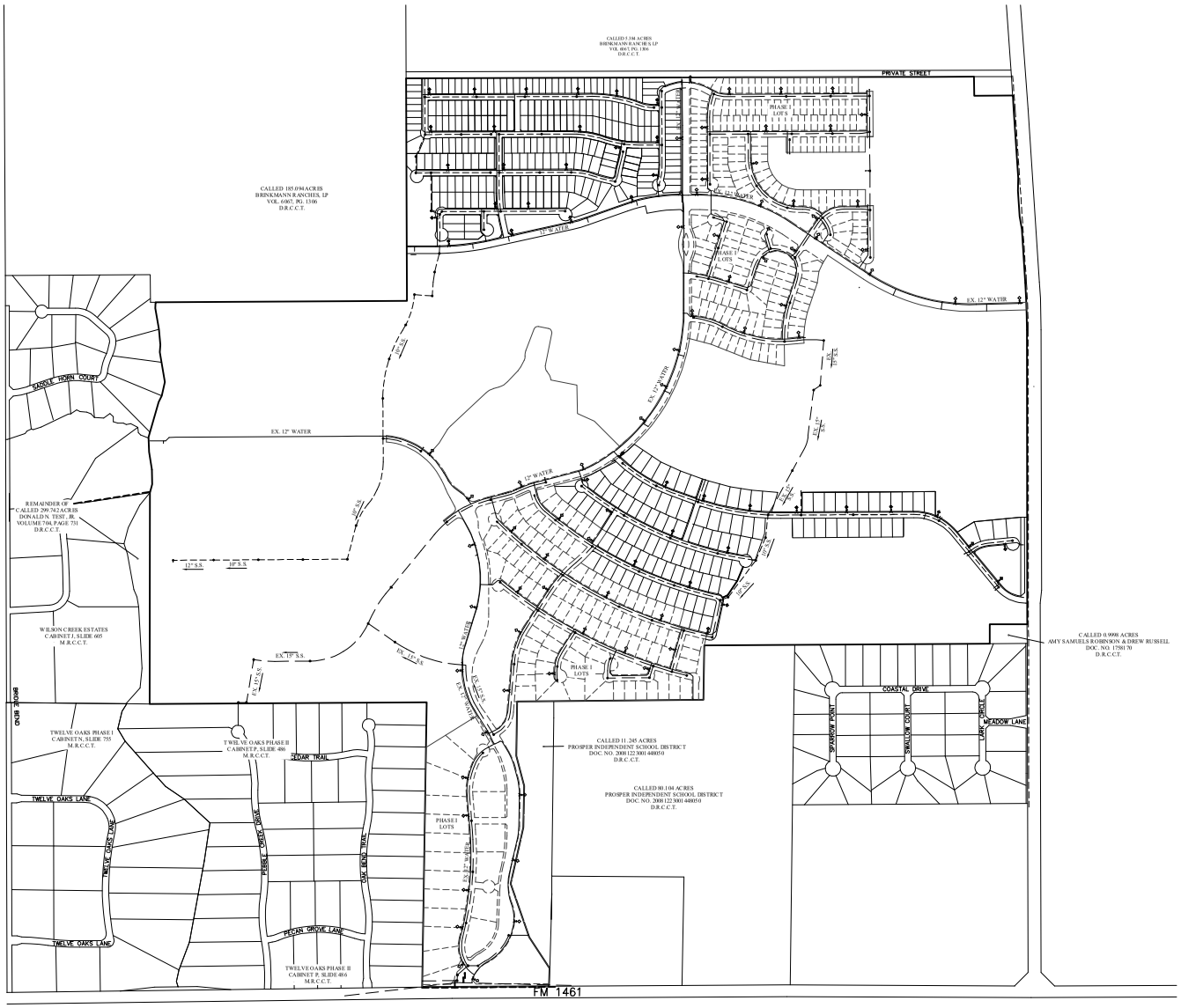
PROPOSED HEADWALL

STORM SEWER & DETENTION EXHIBIT

MUSTANG LAKES
PHASE TWO

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
STATE REGISTRATION NUMBER: F-399

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GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED SANITARY SEWER MANHOLE	⊙
PHASE ONE 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)	– –
PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)	– –
PROPOSED FIRE HYDRANT	
PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE)	——
PHASE ONE 8" WATER MAIN (UNLESS NOTED OTHERWISE)	——

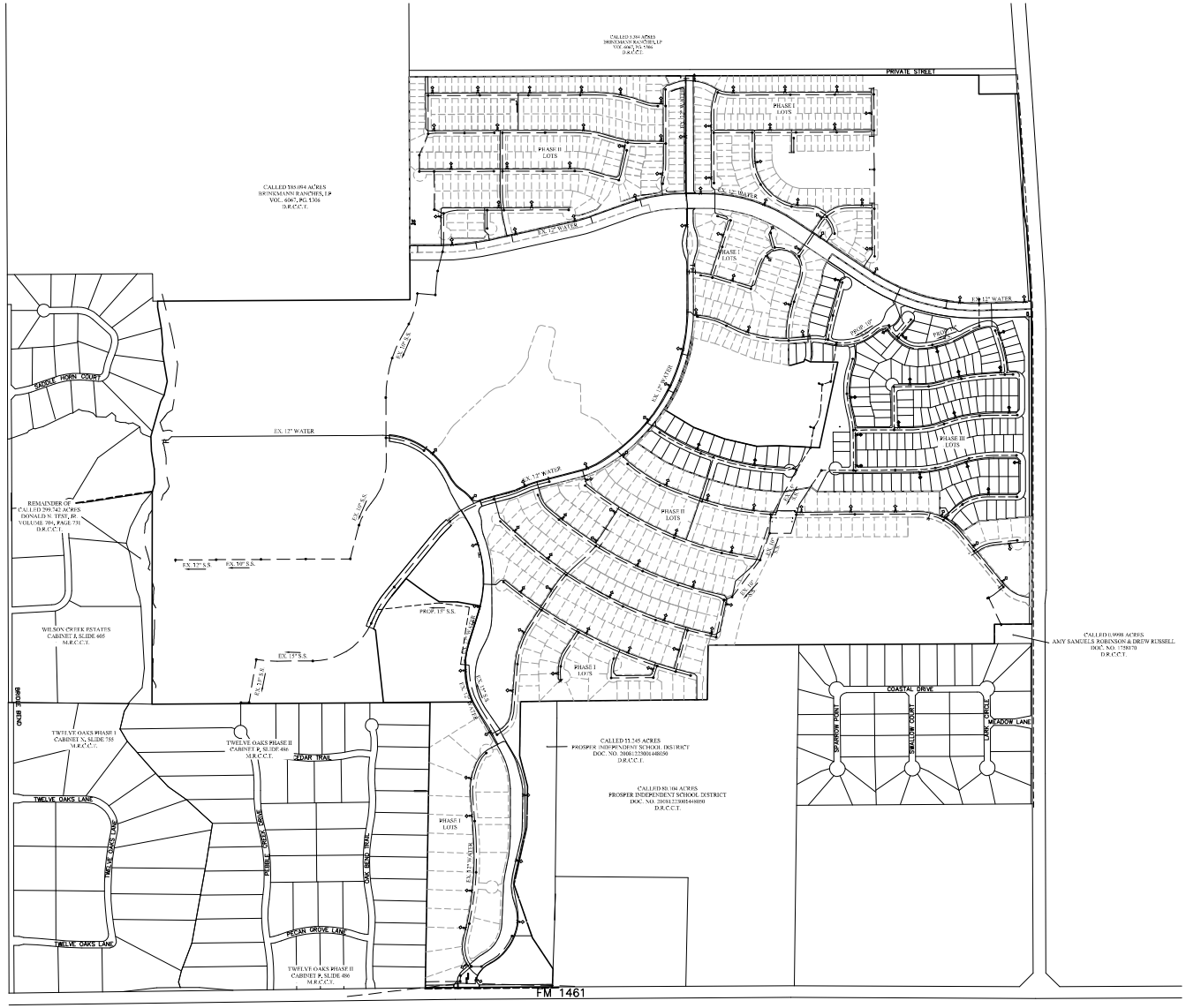
WATER & SANITARY SEWER EXHIBIT

MUSTANG LAKES
PHASE TWO

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
STATE REGISTRATION NUMBER: F-399

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED SANITARY SEWER MANHOLE	
PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)	
EXISTING 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)	
PROPOSED FIRE HYDRANT	
EXISTING FIRE HYDRANT	
PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE)	
EXISTING 8" WATER MAIN (UNLESS NOTED OTHERWISE)	

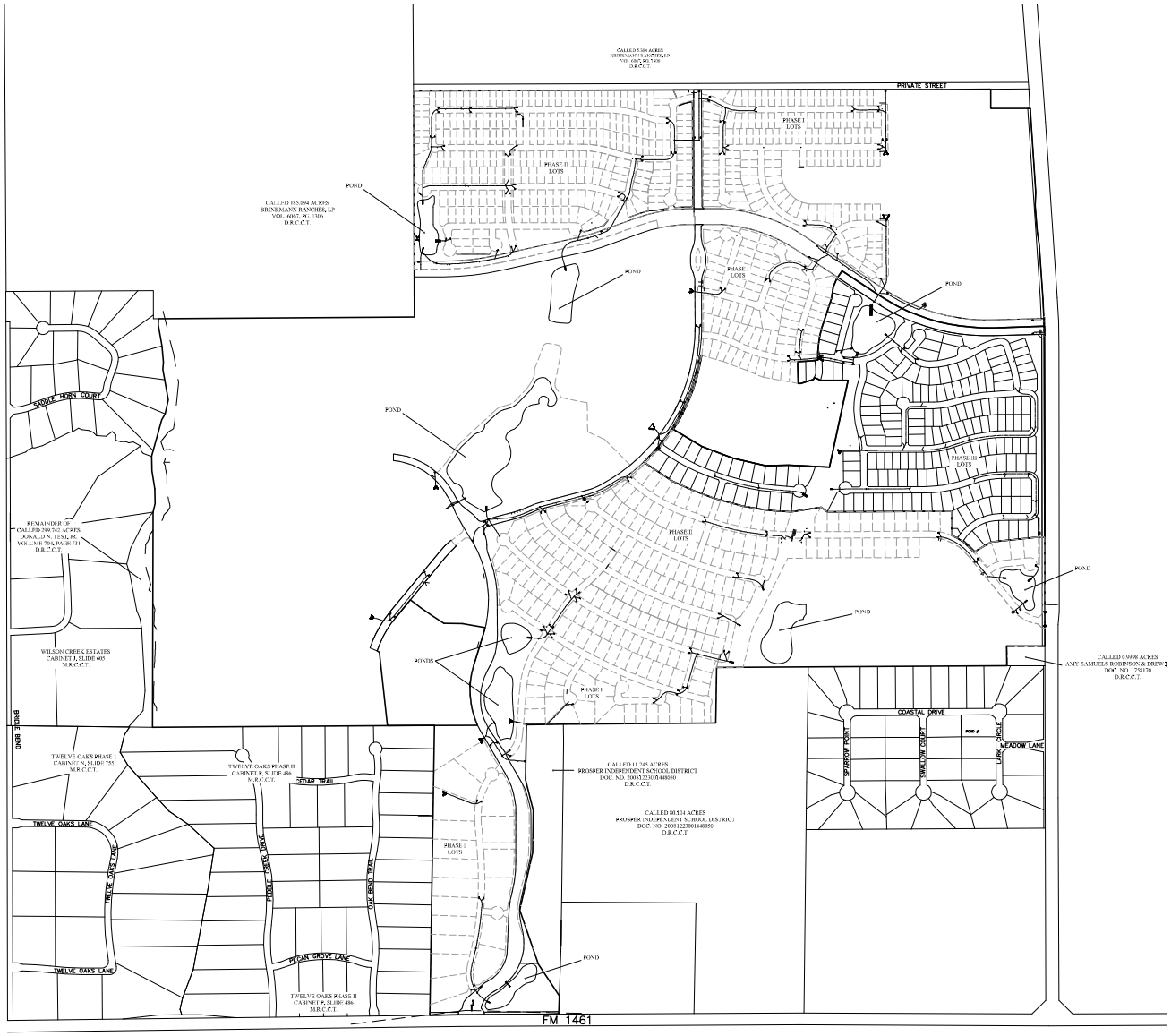
WATER & SANITARY SEWER EXHIBIT

MUSTANG LAKES
PHASE THREE B

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
STATE REGISTRATION NUMBER: F-399

DOWDEY, ANDERSON & ASSOCIATES, INC.

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GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

EXISTING STORM SEWER MAIN

HEADWALLS

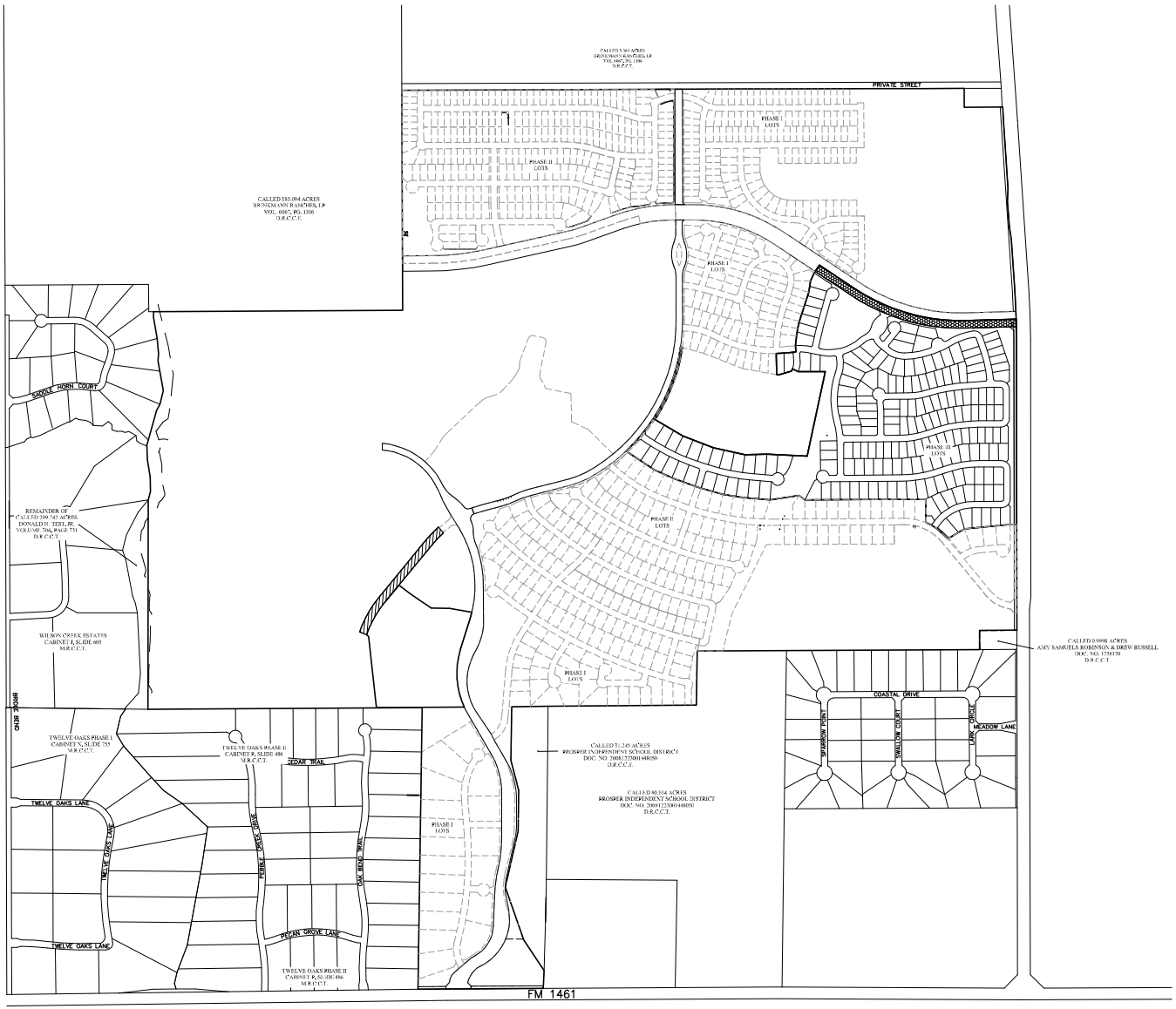
STORM SEWER & DETENTION EXHIBIT

MUSTANG LAKES
PHASE THREE B

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
STATE REGISTRATION NUMBER: F-399

DOWDEY, ANDERSON & ASSOCIATES, INC.

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GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

25' B-B

37' B-B

ALL OTHER STREETS
SHALL BE 31' B-B.

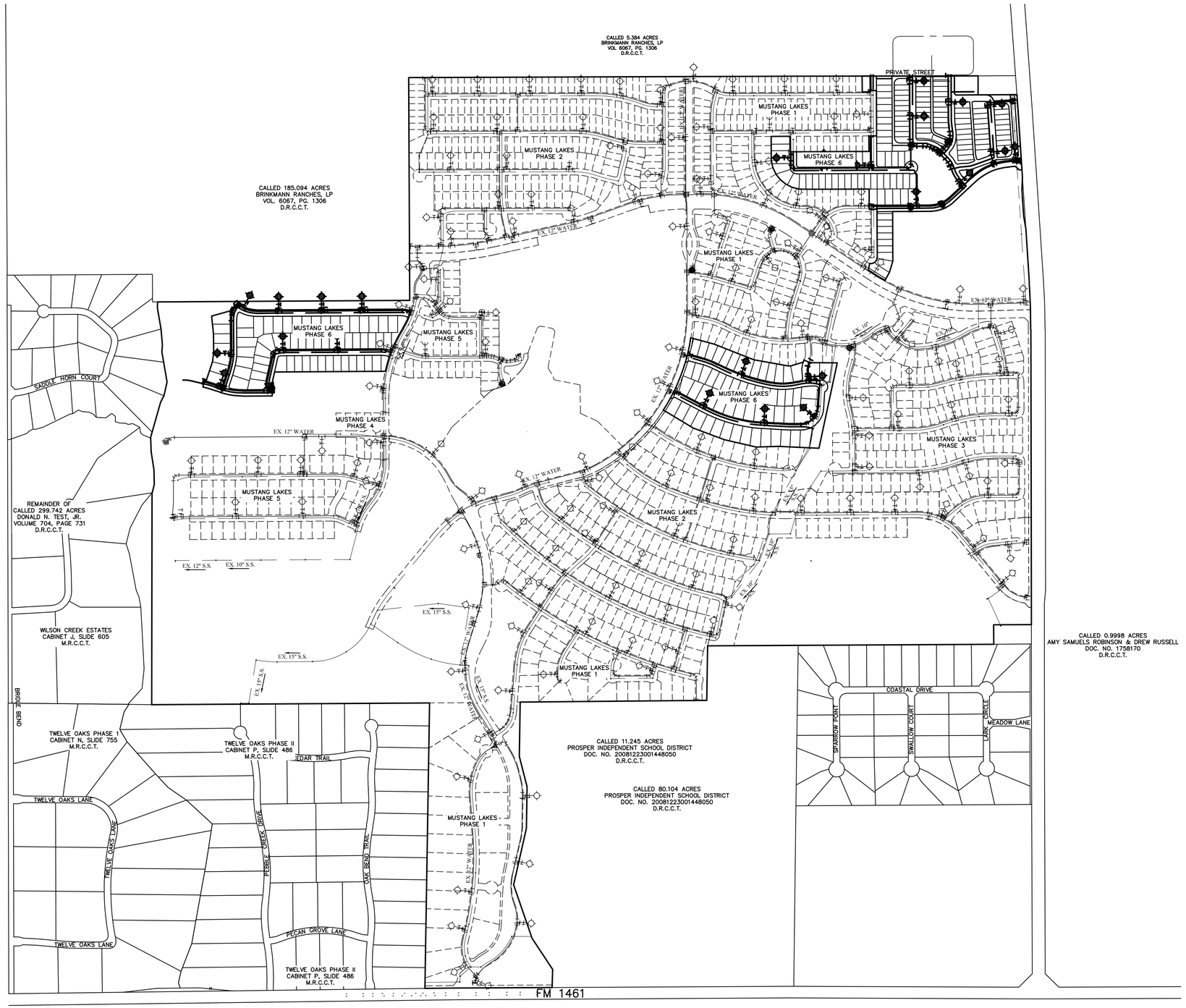
PAVING EXHIBIT

MUSTANG LAKES
PHASE THREE B

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
STATE REGISTRATION NUMBER: F-399

DOWDEY, ANDERSON & ASSOCIATES, INC.

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GRAPHIC SCALE

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(IN FEET)
1 inch = 400 ft.

LEGEND

- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)
- EXISTING 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE)
- EXISTING 8" WATER MAIN (UNLESS NOTED OTHERWISE)

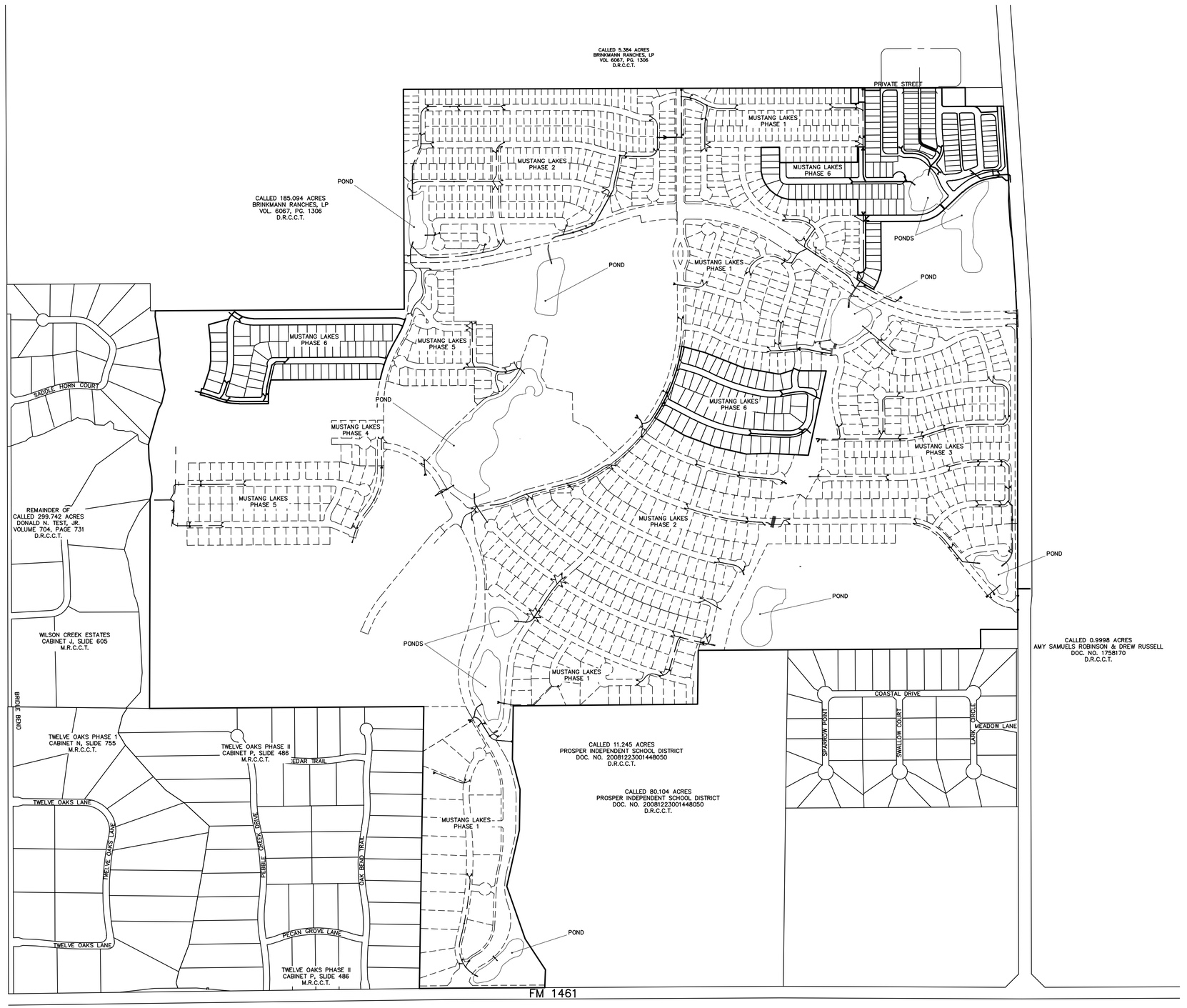
WATER & SANITARY SEWER EXHIBIT

MUSTANG LAKES PHASE SIX

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Y:\05052\05052-06-UTILITY-EXHIBIT.dwg, WSS, 1/21/2022 9:27:43 AM, mitzell



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

EXISTING STORM SEWER MAIN

HEADWALLS

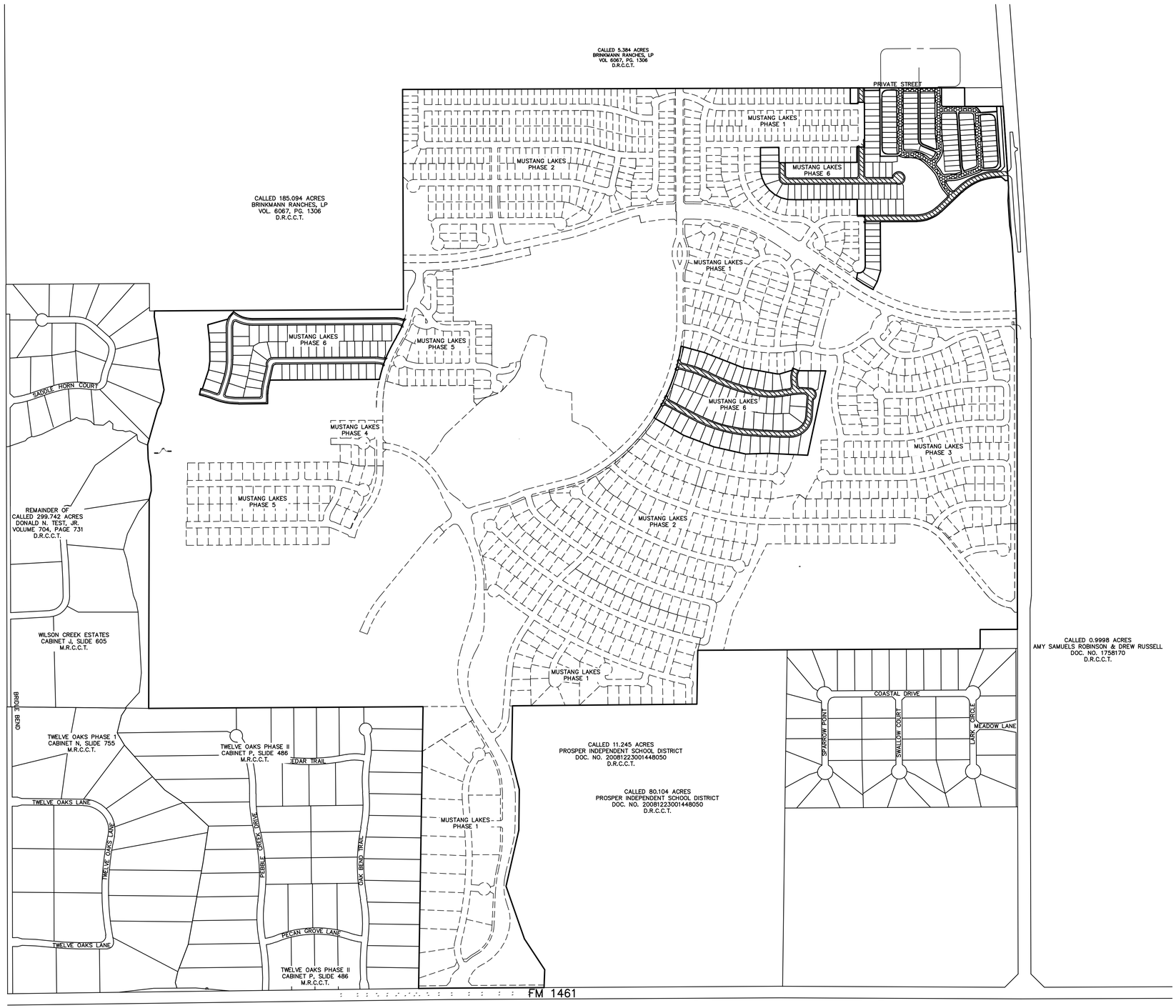
STORM SEWER & DETENTION EXHIBIT

MUSTANG LAKES PHASE SIX

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

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GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

25' B-B w/ PARKING

31' B-B

ALL OTHER STREETS
SHALL BE 29' B-B.

PAVING EXHIBIT

MUSTANG LAKES PHASE SIX

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

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APPENDIX D
HOMEBUYER DISCLOSURE

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Lakes at Mustang Ranch Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

APPENDIX E
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix E

For purposes of allocating the Assessments, the Assessed Property has been classified in one of nine Lot Types.

"Lot Type 1" means lots identified as one acre lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 43,560 square feet size and a minimum lot width of 80 feet, as permitted by the Planned Development Regulations.

"Lot Type 2" means lots identified as 100 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 15,000 square feet size and a minimum lot width of 75 feet, as permitted by the Planned Development Regulations.

"Lot Type 3" means lots identified as 86 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 12,040 square feet size and a minimum lot width of 75 feet, as permitted by the Planned Development Regulations.

"Lot Type 4" means lots identified as 74 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 9,620 square feet size and a minimum lot width of 70 feet, as permitted by the Planned Development Regulations.

"Lot Type 5" means lots identified as 60 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 7,500 square feet size and a minimum lot width of 60 feet, as permitted by the Planned Development Regulations.

"Lot Type 6" means lots identified as 50 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 6,000 square feet size and a minimum lot width of 50 feet, as permitted by the Planned Development Regulations.

"Lot Type 7" means lots identified as 65 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 8,125 square feet size and a minimum lot width of 65 feet, as permitted by the Planned Development Regulations.

"Lot Type 8" means lots identified as 40 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 4,600 square feet size and a minimum lot width of 40 feet, as permitted by the Planned Development Regulations.

"Lot Type 9" means lots identified as 35 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 2,905 square feet size and a minimum lot width of 35 feet, as permitted by the Planned Development Regulations.

A) Proposed Development

Table E-1 shows the original proposed residential Lot Types to be developed within the PID.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-1
Proposed Development - Original

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	49	Units
Lot Type 2	100 Ft Lot	25	Units
Lot Type 3	86 Ft Lot	170	Units
Lot Type 4	74 Ft Lot	457	Units
Lot Type 5	60 Ft Lot	508	Units
Lot Type 6	50 Ft Lot	590	Units
Total		**1,799**	**Units**

Table E-2 shows the 2016 revised proposed residential Lot Types to be developed within the PID.

Table E-2
Proposed Development – 2016 Revised

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	48	Units
Lot Type 2	100 Ft Lot	18	Units
Lot Type 3	86 Ft Lot	163	Units
Lot Type 4	74 Ft Lot	458	Units
Lot Type 5	60 Ft Lot	495	Units
Lot Type 6	50 Ft Lot	590	Units
Total		**1,772**	**Units**

Table E-3 shows the 2021 revised proposed residential Lot Types to be developed within the PID.

Table E-3
Proposed Development – 2021 Revised

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	32	Units
Lot Type 2	100 Ft Lot	58	Units
Lot Type 3	86 Ft Lot	262	Units
Lot Type 4	74 Ft Lot	375	Units
Lot Type 5	60 Ft Lot	334	Units
Lot Type 6	50 Ft Lot	594	Units
Lot Type 7	65 Ft Lot	69	Units
Total		**1,724**	**Units**

Table E-4 shows the 2022 revised proposed residential Lot Types to be developed within the PID.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-4
Proposed Development – 2022 Revised

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	33	Units
Lot Type 2	100 Ft Lot	58	Units
Lot Type 3	86 Ft Lot	280	Units
Lot Type 4	74 Ft Lot	362	Units
Lot Type 5	60 Ft Lot	325	Units
Lot Type 6	50 Ft Lot	343	Units
Lot Type 7	65 Ft Lot	167	Units
Lot Type 8	40 Ft Lot	73	Units
Lot Type 9	35 Ft Lot	60	Units
Total		**1,701**	**Units**

Table E-5 shows the original proposed residential Lot Types within Phase #1.

Table E-5
Proposed Development – Phase #1 – Original

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	18	Units
Lot Type 3	86 Ft Lot	47	Units
Lot Type 4	74 Ft Lot	56	Units
Lot Type 5	60 Ft Lot	104	Units
Lot Type 6	50 Ft Lot	109	Units
Total		**334**	**Units**

Table E-6 shows the 2016 revised residential Lot Types within Phase #1.

Table E-6
Proposed Development – Phase #1 – 2016 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	18	Units
Lot Type 3	86 Ft Lot	48	Units
Lot Type 4	74 Ft Lot	56	Units
Lot Type 5	60 Ft Lot	104	Units
Lot Type 6	50 Ft Lot	109	Units
Total		**335**	**Units**

Table E-7 shows the original proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-7
Proposed Development – Phases #2-9 Major Improvement Area - Original

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	31	Units
Lot Type 2	100 Ft Lot	25	Units
Lot Type 3	86 Ft Lot	123	Units
Lot Type 4	74 Ft Lot	401	Units
Lot Type 5	60 Ft Lot	404	Units
Lot Type 6	50 Ft Lot	481	Units
Total		**1,465**	**Units**

Table E-8 shows the 2016 revised proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Table E-8
Proposed Development – Phases #2-9 Major Improvement Area – 2016 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	30	Units
Lot Type 2	100 Ft Lot	18	Units
Lot Type 3	86 Ft Lot	115	Units
Lot Type 4	74 Ft Lot	402	Units
Lot Type 5	60 Ft Lot	391	Units
Lot Type 6	50 Ft Lot	481	Units
Total		**1,437**	**Units**

Table E-9 shows the 2021 revised proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Table E-9
Proposed Development – Phases #2-9 Major Improvement Area – 2021 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	14	Units
Lot Type 2	100 Ft Lot	58	Units
Lot Type 3	86 Ft Lot	214	Units
Lot Type 4	74 Ft Lot	319	Units
Lot Type 5	60 Ft Lot	230	Units
Lot Type 6	50 Ft Lot	485	Units
Lot Type 7	65 Ft Lot	69	Units
Total		**1,389**	**Units**

Table E-10 shows the 2022 revised proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-10
Proposed Development – Phases #2-9 Major Improvement Area – 2022 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	15	Units
Lot Type 2	100 Ft Lot	58	Units
Lot Type 3	86 Ft Lot	232	Units
Lot Type 4	74 Ft Lot	306	Units
Lot Type 5	60 Ft Lot	221	Units
Lot Type 6	50 Ft Lot	234	Units
Lot Type 7	65 Ft Lot	167	Units
Lot Type 8	40 Ft Lot	73	Units
Lot Type 9	35 Ft Lot	60	Units
Total		**1,366**	**Units**

Table E-11 shows the residential Lot Types within the Phase #2.

Table E-11
Actual Development – Phase #2

Lot Type	Description	Development	
Lot Type 2	100 Ft Lot	4	Units
Lot Type 3	86 Ft Lot	49	Units
Lot Type 4	74 Ft Lot	68	Units
Lot Type 5	60 Ft Lot	68	Units
Lot Type 6	50 Ft Lot	171	Units
Total		**360**	**Units**

Table E-12 shows the residential Lot Types within the Phase #3.

Table E-12
Actual Development – Phase #3

Lot Type	Description	Development	
Lot Type 3	86 Ft Lot	25	Units
Lot Type 4	74 Ft Lot	88	Units
Lot Type 5	60 Ft Lot	82	Units
Total		**195**	**Units**

Table E-13 shows the residential Lot Types within the Phase #4.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-13
Actual Development – Phase #4

Lot Type	Description	Development	
Lot Type 3	86 Ft Lot	2	Units
Lot Type 4	74 Ft Lot	3	Units
Lot Type 5	60 Ft Lot	2	Units
Lot Type 6	50 Ft Lot	2	Units
Total		**9**	**Units**

Table E-14 shows the originally proposed residential Lot Types within the Phase #5.

Table E-14
Proposed Development – Phase #5

Lot Type	Description	Development	
Lot Type 3	86 Ft Lot	60	Units
Lot Type 7	65 Ft Lot	36	Units
Total		**96**	**Units**

Table E-15 shows the residential Lot Types within the Phase #5.

Table E-15
Actual Development – Phase #5

Lot Type	Description	Development	
Lot Type 3	86 Ft Lot	58	Units
Lot Type 7	65 Ft Lot	38	Units
Total		**96**	**Units**

Table E-16 shows the proposed residential Lot Types within the Phase #6.

Table E-16
Proposed Development – Phase #6

Lot Type	Description	Development	
Lot Type 4	74 Ft Lot	61	Units
Lot Type 5	60 Ft Lot	69	Units
Lot Type 6	50 Ft Lot	61	Units
Lot Type 8	40 Ft Lot	66	Units
Total		**257**	**Units**

B) Calculation of Equivalent Units

As explained under Section V.D for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements shall be allocated to the

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

parcel of the Assessed Property receiving benefit from such Authorized Improvements by spreading the entre Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of Lots (i.e., One-acre, 100 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements. Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (One-acre Lots) representing the highest value to Lot Type 9 (35 Ft Lot) representing the lowest value for residential lots are set forth in Table E-19. Assessments are allocated to each Lot Type on the basis of the average home value for each class of Lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (One-acre Lots) to 1.0.

Table E-17 shows the original Equivalent Unit factors within the PID that were used to allocate the Initial Major Improvements between Phase #1 and Phases #2-9 Major Improvement Area, as well as reallocate the Phases #2-9 Major Improvement Area share of the Initial Major Improvements, to Phase #2, Phase #3, and Phase #4.

Table E-17
Equivalent Unit Factors - Original

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (One-acre Lot)	$825,000	1.00	per dwelling unit
Lot Type 2 (100 Ft Lot)	$725,000	0.88	per dwelling unit
Lot Type 3 (86 Ft Lot)	$688,000	0.83	per dwelling unit
Lot Type 4 (74 Ft Lot)	$592,000	0.72	per dwelling unit
Lot Type 5 (60 Ft Lot)	$480,000	0.58	per dwelling unit
Lot Type 6 (50 Ft Lot)	$400,000	0.48	per dwelling unit

The Lot Type classifications and Equivalent Unit calculations described above were revised by the City Council in 2021 following additional changes to the development process and the request from the Developer. These classifications (from Lot Type 1 (One-Acre Lot) representing the highest value to Lot Type 6 (50 Ft Lot) representing the lowest value for residential Lots. Equivalent Units are the ratio of the average value of Lots within each assessment class, setting the 2021 updated Equivalent Unit factor for Lot Type 1 (One-Acre Lot) to 1.0.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-18 shows the 2021 revised Equivalent Unit factors within the PID that were used to 1.) include Lot Type 7, 2.) allocate costs of the Phase #5 Improvements, and 3.) reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements to Phase #5.

Table E-18
Equivalent Unit Factors – 2021 Updated

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (One-acre Lot)	$825,000	1.00	per dwelling unit
Lot Type 2 (100 Ft Lot)	$725,000	0.88	per dwelling unit
Lot Type 3 (86 Ft Lot)	$688,000	0.83	per dwelling unit
Lot Type 4 (74 Ft Lot)	$592,000	0.72	per dwelling unit
Lot Type 5 (60 Ft Lot)	$480,000	0.58	per dwelling unit
Lot Type 6 (50 Ft Lot)	$400,000	0.48	per dwelling unit
Lot Type 7 (65 Ft Lot)	$537,000	0.65	per dwelling unit

The Lot Type classifications and Equivalent Unit calculations described above are being revised by the City Council in 2022 following additional changes to the development process, substantial changes to the estimated average home prices and the request from the Developer. These classifications (from Lot Type 1 (One-Acre Lot) representing the highest value to Lot Type 9 (35 Ft Lot) representing the lowest value for residential Lots. Equivalent Units are calculated as the ratio of the average value of Lots within each assessment class, setting the 2022 revised Equivalent Unit factor for Lot Type 1 (One-Acre Lot) to 1.0.

Table E-19 shows the 2022 revised Lot Types and Equivalent Unit factors within the PID that are used to 1.) include Lot Type 8 and Lot Type 9, 2.) allocate Phase #6 Projects, and 3.) allocate the Additional Major Improvements to Phase #1, Phase #2, Phase #3, Phase #4, Phase #5, Phase #6, and Future Phases.

Table E-19
Equivalent Unit Factors – 2022 Revised

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (One-acre Lot)	$2,000,000	1.00	per dwelling unit
Lot Type 2 (100 Ft Lot)	$1,300,000	0.65	per dwelling unit
Lot Type 3 (86 Ft Lot)	$975,000	0.49	per dwelling unit
Lot Type 4 (74 Ft Lot)	$850,000	0.43	per dwelling unit
Lot Type 5 (60 Ft Lot)	$685,000	0.34	per dwelling unit
Lot Type 6 (50 Ft Lot)	$585,000	0.29	per dwelling unit
Lot Type 7 (65 Ft Lot)	$735,000	0.37	per dwelling unit
Lot Type 8 (40 Ft Lot)	$475,000	0.24	per dwelling unit
Lot Type 9 (35 Ft Lot)	$450,000	0.23	per dwelling unit

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

The original total Equivalent Units for Phase #1 are shown in Table E-20 as calculated based on the original Phase #1 proposed development shown in Table E-5 and the original Equivalent Unit factors shown in Table E-17.

Table E-20
Estimated Equivalent Units – Phase #1 – Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	18	1.00	18.00
Lot Type 3 (86 Ft Lot)	47	0.83	39.01
Lot Type 4 (74 Ft Lot)	56	0.72	40.32
Lot Type 5 (60 Ft Lot)	104	0.58	60.32
Lot Type 6 (50 Ft Lot)	109	0.48	52.32
Total Equivalent Units	**334**		**209.97**

The 2016 revised total Equivalent Units for Phase #1 are shown in Table E-21 as calculated based on the 2016 revised Phase #1 proposed development shown in Table E-6 and the original Equivalent Unit factors shown in Table E-17.

Table E-21
Estimated Equivalent Units – Phase #1 – 2016 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	18	1.00	18.00
Lot Type 3 (86 Ft Lot)	48	0.83	39.84
Lot Type 4 (74 Ft Lot)	56	0.72	40.32
Lot Type 5 (60 Ft Lot)	104	0.58	60.32
Lot Type 6 (50 Ft Lot)	109	0.48	52.32
Total Equivalent Units	**335**		**210.80**

The 2022 revised total Equivalent Units for Phase #1 are shown in Table E-222 as calculated based on the 2016 revised Phase #1 proposed development shown in Table E-6 and the 2022 revised Equivalent Unit factors shown in Table E-19.

Table E-22
Estimated Equivalent Units – Phase #1 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	18	1.00	18.00
Lot Type 3 (86 Ft Lot)	48	0.49	23.52
Lot Type 4 (74 Ft Lot)	56	0.43	24.08
Lot Type 5 (60 Ft Lot)	104	0.34	35.36
Lot Type 6 (50 Ft Lot)	109	0.29	31.61
Total Equivalent Units	**335**		**132.57**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

The original total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-23 as calculated based on the original proposed development for the Phases #2-9 Major Improvement Area shown in Table E-7 and the original Equivalent Unit factors shown in Table E-17.

Table E-23
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	31	1.00	31.00
Lot Type 2 (100 Ft Lot)	25	0.88	22.00
Lot Type 3 (86 Ft Lot)	123	0.83	102.09
Lot Type 4 (74 Ft' Lot)	401	0.72	288.72
Lot Type 5 (60 Ft Lot)	404	0.58	234.32
Lot Type 6 (50 Ft Lot)	481	0.48	230.88
Total Equivalent Units	**1,465**		**909.01**

The 2016 revised total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-24 as calculated based on the 2016 revised proposed development for the Phases #2-9 Major Improvement Area shown in Table E-8 and the original Equivalent Unit factors shown in Table E-17.

Table E-24
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – 2016 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	30	1.00	30.00
Lot Type 2 (100 Ft Lot)	18	0.88	15.84
Lot Type 3 (86 Ft Lot)	115	0.83	95.45
Lot Type 4 (74 Ft' Lot)	402	0.72	289.44
Lot Type 5 (60 Ft Lot)	391	0.58	226.78
Lot Type 6 (50 Ft Lot)	481	0.48	230.88
Total Equivalent Units	**1,437**		**888.39**

The 2021 revised total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-25 as calculated based on the 2021 revised proposed development for the Phases #2-9 Major Improvement Area shown in Table E-9 and the 2021 revised Equivalent Unit factors shown in Table E-18.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-25
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – 2021 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	14	1.00	14.00
Lot Type 2 (100 Ft Lot)	58	0.88	51.04
Lot Type 3 (86 Ft Lot)	214	0.83	177.62
Lot Type 4 (74 Ft' Lot)	319	0.72	229.68
Lot Type 5 (60 Ft Lot)	230	0.58	133.40
Lot Type 6 (50 Ft Lot)	485	0.48	232.80
Lot Type 7 (65 Ft Lot)	69	0.65	44.85
Total Equivalent Units	**1,389**		**883.39**

The 2022 revised total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-26 as calculated based on the 2022 revised proposed development for the Phases #2-9 Major Improvement Area shown in Table E-10 and the 2022 revised Equivalent Unit factors shown in Table E-19.

Table E-26
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	15	1.00	15.00
Lot Type 2 (100 Ft Lot)	58	0.65	37.70
Lot Type 3 (86 Ft Lot)	232	0.49	113.68
Lot Type 4 (74 Ft Lot)	306	0.43	131.58
Lot Type 5 (60 Ft Lot)	221	0.34	75.14
Lot Type 6 (50 Ft Lot)	234	0.29	67.86
Lot Type 7 (65 Ft Lot)	167	0.37	61.79
Lot Type 8 (40 Ft Lot)	73	0.24	17.52
Lot Type 9 (35 Ft Lot)	60	0.23	13.80
Total Equivalent Units	**1,366**		**534.07**

The original total Equivalent Units for Phase #2 are shown in Table E-27 as calculated based on the proposed development for Phase #2 shown in Table E-11 and the original Equivalent Unit factors shown in Table E-17.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-27
Estimated Equivalent Units – Phase #2 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 2 (100 Ft Lot)	4	0.88	3.52
Lot Type 3 (86 Ft Lot)	49	0.83	40.67
Lot Type 4 (74 Ft Lot)	68	0.72	48.96
Lot Type 5 (60 Ft Lot)	68	0.58	39.44
Lot Type 6 (50 Ft Lot)	171	0.48	82.08
Total Equivalent Units	**360**		**214.67**

Note: These Equivalent Units will continue to be used for Phase #2 for future Annual Installment calculations to avoid increasing the costs to be paid by Phase #2 for the Phases #2-9 Major Improvement Area Initial Projects previously allocated to Phase #2 at the time of levying the Assessments for Phase #2 Improvements.

The 2022 revised total Equivalent Units for Phase #2 are shown in Table E-28 as calculated based on the Phase #2 proposed development shown in Table E-11 and the 2022 revised Equivalent Unit factors shown in Table E-19.

Table E-28
Estimated Equivalent Units – Phase #2 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 2 (100 Ft Lot)	4	0.65	2.60
Lot Type 3 (86 Ft Lot)	49	0.49	24.01
Lot Type 4 (74 Ft Lot)	68	0.43	29.24
Lot Type 5 (60 Ft Lot)	68	0.34	23.12
Lot Type 6 (50 Ft Lot)	171	0.29	49.59
Total Equivalent Units	**360**		**128.56**

Note: These Equivalent Units will only be used to allocate the Additional Major Improvements to the Phase #2 Assessed Property as shown in Table V-D.

The total Equivalent Units for Phase #3 are shown in Table E-29 as calculated based on the proposed development for Phase #3 shown in Table E-12 and the original Equivalent Unit factors shown in Table E-17.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-29
Estimated Equivalent Units – Phase #3 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	25	0.83	20.75
Lot Type 4 (74 Ft Lot)	88	0.72	63.36
Lot Type 5 (60 Ft Lot)	82	0.58	47.56
Total Equivalent Units	**195**		**131.67**

Note: These Equivalent Units will continue to be used for Phase #3 for future Annual Installment calculations to avoid increasing the costs to be paid by Phase #3 for the Phases #2-9 Major Improvement Area Initial Projects previously allocated to Phase #3 at the time of levying the Assessments for Phase #3 Improvements.

The 2022 revised total Equivalent Units for Phase #3 are shown in Table E-30 as calculated based on the Phase #3 proposed development shown in Table E-12 and the 2022 revised Equivalent Unit factors shown in Table E-19.

Table E-30
Estimated Equivalent Units – Phase #3 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	25	0.49	12.25
Lot Type 4 (74 Ft Lot)	88	0.43	37.84
Lot Type 5 (60 Ft Lot)	82	0.34	27.88
Total Equivalent Units	**195**		**77.97**

Note: These Equivalent Units will only be used to allocate the Additional Major Improvements to the Phase #3 Assessed Property as shown in Table V-D.

The total Equivalent Units for Phase #4 are shown in Table E-31 as calculated based on the proposed development for Phase #4 shown in Table E-13 and the original Equivalent Unit factors shown in Table E-17.

Table E-31
Estimated Equivalent Units – Phase #4 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	2	0.83	1.66
Lot Type 4 (74 Ft Lot)	3	0.72	2.16
Lot Type 5 (60 Ft Lot)	2	0.58	1.16
Lot Type 6 (50 Ft Lot)	2	0.48	0.96
Total Equivalent Units	**9**		**5.94**

Note: These Equivalent Units will continue to be used for Phase #4 for future Annual Installment calculations to avoid increasing the costs to be paid by Phase #4 for the Phases #2-9 Major Improvement Area Initial Projects previously allocated to Phase #4 at the time of levying the Assessments for Phase #4 Improvements.

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The 2022 revised total Equivalent Units for Phase #4 are shown in Table E-32 as calculated based on the Phase #4 proposed development shown in Table E-13 and the 2022 revised Equivalent Unit factors shown in Table E-19.

Table E-32
Estimated Equivalent Units – Phase #4 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	2	0.49	0.98
Lot Type 4 (74 Ft Lot)	3	0.43	1.29
Lot Type 5 (60 Ft Lot)	2	0.34	0.68
Lot Type 6 (50 Ft Lot)	2	0.29	0.58
Total Equivalent Units	**9**		**3.53**

Note: These Equivalent Units will only be used to allocate the Additional Major Improvements to the Phase #4 Assessed Property as shown in Table V-D.

The total Equivalent Units for Phase #5 are shown in Table E-33 as calculated based on the proposed development at the time of Assessment levy for Phase #5 shown in Table E-14 and the 2021 revised Equivalent Unit factors shown in Table E-18.

Table E-33
Estimated Equivalent Units – Phase #5 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	60	0.83	49.80
Lot Type 7 (65 Ft Lot)	36	0.65	23.40
Total Equivalent Units	**96**		**73.20**

The 2021 revised total Equivalent Units for Phase #5 are shown in Table E-34 as calculated based on the actual plat recorded in August 2021 for Phase #5 development shown in Table E-15 and the 2021 revised Equivalent Unit factors shown in Table E-18.

Table E-34
Estimated Equivalent Units – Phase #5 – 2021 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	58	0.83	48.14
Lot Type 7 (65 Ft Lot)	38	0.65	24.70
Total Equivalent Units	**96**		**72.84**

Note: These Equivalent Units will continue to be used for Phase #5 for future Annual Installment calculations to avoid increasing the costs to be paid by Phase #5 for the Phases #2-9 Major Improvement Area Projects previously allocated to Phase #5 at the time of levying the Assessments for Phase #5 Improvements.

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The 2022 revised total Equivalent Units for Phase #5 are shown in Table E-35 as calculated based on the actual Phase #5 development shown in Table E-15 and the 2022 revised Equivalent Unit factors shown in Table E-19

Table E-35
Estimated Equivalent Units – Phase #5 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	58	0.49	28.42
Lot Type 7 (65 Ft Lot)	38	0.37	14.06
Total Equivalent Units	**96**		**42.48**

Note: These Equivalent Units will only be used to allocate the Additional Major Improvements to the Phase #5 Assessed Property as shown in Table V-D.

The total Equivalent Units for Phase #6 are shown in Table E-36 as calculated based on the proposed development for Phase #6 shown in Table E-16 and the 2022 revised Equivalent Unit factors shown in Table E-19.

Table E-36
Estimated Equivalent Units – Phase #6

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 4 (74 Ft Lot)	61	0.43	26.23
Lot Type 5 (60 Ft Lot)	69	0.34	23.46
Lot Type 6 (50 Ft Lot)	61	0.29	17.69
Lot Type 8 (40 Ft Lot)	66	0.24	15.84
Total Equivalent Units	**257**		**83.22**

C) Original Allocation of Assessments to Lots within Phase #1 (Before Refunding)

As shown in Table E-37, the total amount of the Phase #1 Bonds, which represented the total Assessment originally allocated to all Parcels within Phase #1, was $9,000,000. As shown in Table E-20, there were a total of 334 residential units representing a total of 209.97 estimated original Equivalent Units for the residential development in Phase #1, resulting in an original Assessment per Equivalent Unit of $42,863.27.

The original Assessment per dwelling unit was calculated as the product of (i) $42,863.27 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $42,863.27 (i.e., $42,863.27 × 1.00). The original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $35,576.51 (i.e., $42,863.27 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $30,861.55 (i.e., $42,863.27 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $24,860.69 (i.e., $42,863.27 × 0.58). The original Assessment for a

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Lot Type 6 (50 Ft Lot) dwelling unit is $20,574.37 (i.e., $42,863.27 × 0.48). Table E-37 sets forth the original Assessment per dwelling unit for each of the five Lot Types in Phase #1.

Table E-37
Assessment Per Unit – Phase #1 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	18	$42,863.27	1.00	$42,863.27	per dwelling unit	$771,539
Lot Type 3 (86 Ft Lot)	47	$42,863.27	0.83	$35,576.51	per dwelling unit	$1,672,096
Lot Type 4 (74 Ft Lot)	56	$42,863.27	0.72	$30,861.55	per dwelling unit	$1,728,247
Lot Type 5 (60 Ft Lot)	104	$42,863.27	0.58	$24,860.69	per dwelling unit	$2,585,512
Lot Type 6 (50 Ft Lot)	109	$42,863.27	0.48	$20,574.37	per dwelling unit	$2,242,606
Total	**334**					**$9,000,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table E-38.

Table E-38
Projected Leverage – Phase #1 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$42,863.27	3.97	19.25
Lot Type 3 (86 Ft Lot)	47	$111,800	$688,000	$35,576.51	3.14	19.34
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$30,861.55	3.12	19.18
Lot Type 5 (60 Ft Lot)	104	$78,000	$480,000	$24,860.69	3.14	19.31
Lot Type 6 (50 Ft Lot)	109	$65,000	$400,000	$20,574.37	3.16	19.44
Total	**334**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #1 is shown in Table E-39.

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Table E-39
Estimated Tax Rate Equivalent Per Unit – Phase #1 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$3,911.54	$2.3009	$0.4741
Lot Type 3 (86 Ft Lot)	47	$111,800	$688,000	$3,246.58	$2.9039	$0.4719
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$2,816.31	$2.9276	$0.4757
Lot Type 5 (60 Ft Lot)	104	$78,000	$480,000	$2,268.70	$2.9086	$0.4726
Lot Type 6 (50 Ft Lot)	109	$65,000	$400,000	$1,877.54	$2.8885	$0.4694
Total	**334**					

D) 2016 Revised Allocation of Assessments to Lots within Phase #1 (Before Refunding)

As shown in Table E-40, the total amount of the Phase #1 Bonds, which represented the total Assessment originally allocated on all Parcels within Phase #1, was $9,000,000. As shown in Table E-21, there are a total of 335 residential units representing a total of 210.80 estimated 2016 revised Equivalent Units for the residential development in Phase #1, resulting in a 2016 revised Assessment per Equivalent Unit of $42,694.50.

The 2016 revised Assessment per dwelling unit was calculated as the product of (i) $42,694.50 multiplied by (ii) the applicable 2016 revised Equivalent Unit value for each Lot Type. For example, the 2016 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $42,694.50 (i.e., $42,694.50 × 1.00). The 2016 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $35,436.43 (i.e., $42,694.50 × 0.83). The 2016 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $30,740.04 (i.e., $42,694.50 × 0.72). The 2016 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $24,762.81 (i.e.,$42,694.50× 0.58). The 2016 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $20,493.36 (i.e., $42,694.50 × 0.48). Table E-40 sets forth the 2016 revised Assessment per dwelling unit for each of the five Lot Types in Phase #1.

Table E-40
Assessment Per Unit – Phase #1 – 2016 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	18	$42,694.50	1.00	$42,694.50	per dwelling unit	$768,501
Lot Type 3 (86 Ft Lot)	48	$42,694.50	0.83	$35,436.43	per dwelling unit	$1,700,949
Lot Type 4 (74 Ft Lot)	56	$42,694.50	0.72	$30,740.04	per dwelling unit	$1,721,442
Lot Type 5 (60 Ft Lot)	104	$42,694.50	0.58	$24,762.81	per dwelling unit	$2,575,332
Lot Type 6 (50 Ft Lot)	109	$42,694.50	0.48	$20,493.36	per dwelling unit	$2,233,776
Total	**335**					**$9,000,000**

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The 2016 revised projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table E-41.

Table E-41
Projected Leverage – Phase #1 – 2016 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$42,694.50	3.98	19.32
Lot Type 3 (86 Ft Lot)	48	$111,800	$688,000	$35,436.43	3.15	19.42
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$30,740.04	3.13	19.26
Lot Type 5 (60 Ft Lot)	104	$78,000	$480,000	$24,762.81	3.15	19.38
Lot Type 6 (50 Ft Lot)	109	$65,000	$400,000	$20,493.36	3.17	19.52
Total	**335**					

The 2016 revised projected tax rate equivalent per unit calculated based on the 2016 revised average finished lot values and average home values for each Lot Type in Phase #1 is shown in Table E-42.

Table E-42
Estimated Tax Rate Equivalent Per Unit – Phase #1 – 2016 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$3,896.14	$2.2918	$0.4723
Lot Type 3 (86 Ft Lot)	48	$111,800	$688,000	$3,246.58	$2.9039	$0.4719
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$2,816.31	$2.9276	$0.4757
Lot Type 5 (60 Ft Lot)	104	$78,000	$480,000	$2,268.70	$2.9086	$0.4726
Lot Type 6 (50 Ft Lot)	109	$65,000	$400,000	$1,877.54	$2.8885	$0.4694
Total	**335**					

E) 2016 Revised Allocation of Assessments to Lots within Phase #1 (After Refunding)

As shown in Table IV-C, the initial amount Phase #1 Refunding Bonds after refunding was $7,750,000 (representing the outstanding Phase #1 Assessments after the refunding related savings). The total outstanding Equivalent Units in Phase #1 at the time of the Phase #1 Refunding Bonds were issued was 208.91 after prepayments, resulting in an outstanding Assessment per Equivalent Unit of $37,097.31 at the time of refunding.

The outstanding Assessment per dwelling unit at the time of refunding was calculated as the product of (i) $37,097.31 multiplied by (ii) the applicable 2016 revised Equivalent Unit value for each Lot Type. For example, the 2016 revised Assessment for a Lot Type 1 (One-Acre Lot)

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dwelling unit was $37,097.31 (i.e., $37,097.31 × 1.00). The 2016 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $30,790.77 (i.e., $37,097.31 × 0.83). The 2016 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $26,710.07 (i.e., $37,097.31 × 0.72). The 2016 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $21,516.44 (i.e., $37,097.31 × 0.58). The 2016 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $17,806.71 (i.e., $37,097.31 × 0.48). Table E-43 sets forth the 2016 revised Assessment per dwelling unit for each of the five Lot Types in Phase #1.

Table E-43
Restated Assessment Per Unit – Phase #1 – 2016 Revised (After Refunding)

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	18	$37,097.31	1.00	$37,097.31	per dwelling unit	$667,752
Lot Type 3 (86 Ft Lot)	47	$37,097.31	0.83	$30,790.77	per dwelling unit	$1,447,166
Lot Type 4 (74 Ft Lot)	56	$37,097.31	0.72	$26,710.07	per dwelling unit	$1,495,764
Lot Type 5 (60 Ft Lot)	103	$37,097.31	0.58	$21,516.44	per dwelling unit	$2,216,194
Lot Type 6 (50 Ft Lot)	108	$37,097.31	0.48	$17,806.71	per dwelling unit	$1,923,125
Total	**332**					**$7,750,000**

The 2016 revised projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table E-44.

Table E-44
Projected Leverage – Phase #1 – 2016 Revised (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$37,097.31	4.58	22.24
Lot Type 3 (86 Ft Lot)	47	$111,800	$688,000	$30,790.77	3.63	22.34
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$26,710.07	3.60	22.16
Lot Type 5 (60 Ft Lot)	103	$78,000	$480,000	$21,516.44	3.63	22.31
Lot Type 6 (50 Ft Lot)	108	$65,000	$400,000	$17,806.71	3.65	22.46
Total	**332**					

The 2016 revised projected tax rate equivalent per unit calculated based on the 2016 revised average finished lot values and average home values for each Lot Type in Phase #1 is shown in Table E-45.

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Table E-45
Estimated Tax Rate Equivalent Per Unit – Phase #1 – 2016 Revised (Before Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$2,717.98	$1.5988	$0.3295
Lot Type 3 (86 Ft Lot)	47	$111,800	$688,000	$2,255.92	$2.0178	$0.3279
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$1,956.94	$2.0342	$0.3306
Lot Type 5 (60 Ft Lot)	103	$78,000	$480,000	$1,576.43	$2.0211	$0.3284
Lot Type 6 (50 Ft Lot)	108	$65,000	$400,000	$1,304.63	$2.0071	$0.3262
Total	**332**					

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. The updated projected leverage calculated based on the 2022 revised estimated finished Lot values and home values for each Lot Type in Phase #1 is shown in Table E-46.

Table E-46
Updated Projected Leverage – Phase #1

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	$400,000	$2,000,000	$37,097.31	10.78	53.91
Lot Type 3 (86 Ft Lot)	47	$195,000	$975,000	$30,790.77	6.33	31.67
Lot Type 4 (74 Ft Lot)	56	$170,000	$850,000	$26,710.07	6.36	31.82
Lot Type 5 (60 Ft Lot)	103	$137,000	$685,000	$21,516.44	6.37	31.84
Lot Type 6 (50 Ft Lot)	108	$117,000	$585,000	$17,806.71	6.57	32.85
Total	**332**					

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. The updated projected tax rate equivalent per unit calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table E-47.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-47
Updated Estimated Tax Rate Equivalent Per Unit – Phase #1

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	18	$400,000	$2,000,000	$2,717.98	$0.6795	$0.1359
Lot Type 3 (86 Ft Lot)	47	$195,000	$975,000	$2,255.92	$1.1569	$0.2314
Lot Type 4 (74 Ft Lot)	56	$170,000	$850,000	$1,956.94	$1.1511	$0.2302
Lot Type 5 (60 Ft Lot)	103	$137,000	$685,000	$1,576.43	$1.1507	$0.2301
Lot Type 6 (50 Ft Lot)	108	$117,000	$585,000	$1,304.63	$1.1151	$0.2230
Total	**332**					

F) Original Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area

As shown in Table E-48 the total amount of the Phases #2-9 Major Improvement Area Bonds and obligation under the Reimbursement Agreement, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $18,150,000. As shown in Table E-23, there were a total of 1,465 residential units representing a total of 909.01 originally estimated Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in an original Assessment per Equivalent Unit of $19,966.78.

The original Assessment per dwelling unit was calculated as the product of (i) $19,966.78 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $19,966.78 (i.e., $19,966.78 × 1.00). The original Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit was $17,570.76 (i.e., $19,966.78 × 0.88). The original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $16,572.42 (i.e., $19,966.78 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $14,376.08 (i.e., $19,966.78 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $11,580.73 (i.e., $19,966.78 × 0.58). The original Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit was $9,584.05 (i.e., $19,966.78 × 0.48). Table E-48 sets forth the original Assessment per dwelling unit for each of the six Lot Types in the Phases #2-9 Major Improvement Area.

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Table E-48
Assessment Per Unit – Phases #2-9 Major Improvement Area – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	31	$19,966.78	1.00	$19,966.78	per dwelling unit	$618,970
Lot Type 2 (100 Ft Lot)	25	$19,966.78	0.88	$17,570.76	per dwelling unit	$439,269
Lot Type 3 (86 Ft Lot)	123	$19,966.78	0.83	$16,572.42	per dwelling unit	$2,038,408
Lot Type 4 (74 Ft Lot)	401	$19,966.78	0.72	$14,376.08	per dwelling unit	$5,764,808
Lot Type 5 (60 Ft Lot)	404	$19,966.78	0.58	$11,580.73	per dwelling unit	$4,678,615
Lot Type 6 (50 Ft Lot)	481	$19,966.78	0.48	$9,584.05	per dwelling unit	$4,609,929
Total	**1,465**					**$18,150,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-49.

Table E-49
Projected Leverage – Phases #2-9 Major Improvement Area – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	31	$170,000	$825,000	$19,966.78	8.51	41.32
Lot Type 2 (100 Ft Lot)	25	$130,000	$725,000	$17,570.76	7.40	41.26
Lot Type 3 (86 Ft Lot)	123	$111,800	$688,000	$16,572.42	6.75	41.51
Lot Type 4 (74 Ft Lot)	401	$96,200	$592,000	$14,376.08	6.69	41.18
Lot Type 5 (60 Ft Lot)	404	$78,000	$480,000	$11,580.73	6.74	41.45
Lot Type 6 (50 Ft Lot)	481	$65,000	$400,000	$9,584.05	6.78	41.74
Total	**1,465**					

The projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-50.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-50
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	31	$170,000	$825,000	$1,872.48	$1.1015	$0.2270
Lot Type 2 (100 Ft Lot)	25	$130,000	$725,000	$1,647.78	$1.2675	$0.2273
Lot Type 3 (86 Ft Lot)	123	$111,800	$688,000	$1,554.16	$1.3901	$0.2259
Lot Type 4 (74 Ft Lot)	401	$96,200	$592,000	$1,348.18	$1.4014	$0.2277
Lot Type 5 (60 Ft Lot)	404	$78,000	$480,000	$1,086.04	$1.3924	$0.2263
Lot Type 6 (50 Ft Lot)	481	$65,000	$400,000	$898.79	$1.3828	$0.2247
Total	**1,465**					

G) 2016 Revised Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area

As shown in Table E-51 the total amount of the Phases #2-9 Major Improvement Area Bonds and obligation under the Reimbursement Agreement, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $18,150,000. As shown in Table E-24, there were a total of 1,437 residential units representing a total of 888.39 estimated 2016 revised Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in a 2016 revised Assessment per Equivalent Unit of $20,430.22.

The 2016 revised Assessment per dwelling unit was calculated as the product of (i) $20,430.22 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the 2016 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $20,430.22 (i.e., $20,430.22 × 1.00). The 2016 revised Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit was $17,978.59 (i.e., $20,430.22 × 0.88). The 2016 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $16,957.08 (i.e., $20,430.22 × 0.83). The 2016 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $14,709.76 (i.e., $20,430.22 × 0.72). The 2016 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $11,849.53 (i.e., $20,430.22 × 0.58). The 2016 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit was $9,806.50 (i.e., $20,430.22 × 0.48). Table E-51 sets forth the 2016 revised Assessment per dwelling unit for each of the six Lot Types in the Phases #2-9 Major Improvement Area.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-51
Assessment Per Unit – Phases #2-9 Major Improvement Area – 2016 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	30	$20,430.22	1.00	$20,430.22	per dwelling unit	$612,906
Lot Type 2 (100 Ft Lot)	18	$20,430.22	0.88	$17,978.59	per dwelling unit	$323,615
Lot Type 3 (86 Ft Lot)	115	$20,430.22	0.83	$16,957.08	per dwelling unit	$1,950,064
Lot Type 4 (74 Ft Lot)	402	$20,430.22	0.72	$14,709.76	per dwelling unit	$5,913,322
Lot Type 5 (60 Ft Lot)	391	$20,430.22	0.58	$11,849.53	per dwelling unit	$4,633,164
Lot Type 6 (50 Ft Lot)	481	$20,430.22	0.48	$9,806.50	per dwelling unit	$4,716,928
Total	**1,437**					**$18,150,000**

The 2016 revised projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-52.

Table E-52
Projected Leverage – Phases #2-9 Major Improvement Area – 2016 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	30	$170,000	$825,000	$20,430.22	8.32	40.38
Lot Type 2 (100 Ft Lot)	18	$130,000	$725,000	$17,978.59	7.23	40.33
Lot Type 3 (86 Ft Lot)	115	$111,800	$688,000	$16,957.08	6.59	40.57
Lot Type 4 (74 Ft Lot)	402	$96,200	$592,000	$14,709.76	6.54	40.25
Lot Type 5 (60 Ft Lot)	391	$78,000	$480,000	$11,849.53	6.58	40.51
Lot Type 6 (50 Ft Lot)	481	$65,000	$400,000	$9,806.50	6.63	40.79
Total	**1,437**					

The 2016 revised projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-53.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-53
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – 2016 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	30	$170,000	$825,000	$1,915.9389	$1.1270	$0.2322
Lot Type 2 (100 Ft Lot)	18	$130,000	$725,000	$1,686.0262	$1.2969	$0.2326
Lot Type 3 (86 Ft Lot)	115	$111,800	$688,000	$1,590.2293	$1.4224	$0.2311
Lot Type 4 (74 Ft Lot)	402	$96,200	$592,000	$1,379.4760	$1.4340	$0.2330
Lot Type 5 (60 Ft Lot)	391	$78,000	$480,000	$1,111.2445	$1.4247	$0.2315
Lot Type 6 (50 Ft Lot)	481	$65,000	$400,000	$919.6507	$1.4148	$0.2299
Total	**1,437**					

H) 2021 Revised Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area

As shown in Table E-54 the total amount of the Phases #2-9 Major Improvement Area Bonds and obligation under the Reimbursement Agreement, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $18,150,000. As shown in Table E-25, there were a total of 1,389 residential units representing a total of 883.39 estimated 2021 revised Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in a 2021 revised Assessment per Equivalent Unit of $20,545.85.

The 2021 revised Assessment per dwelling unit was calculated as the product of (i) $20,545.85 multiplied by (ii) the applicable 2021 revised Equivalent Unit value for each Lot Type. For example, the 2021 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $20,545.85 (i.e., $20,545.85 × 1.00). The 2021 revised Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit was $18,080.35 (i.e., $20,545.85 × 0.88). The 2021 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was 17,053.06 (i.e., $20,545.85 × 0.83). The 2021 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $14,793.01 (i.e., $20,545.85 × 0.72). The 2021 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $11,916.59 (i.e., $20,545.85 × 0.58). The 2021 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit was $9,862.01 (i.e., $20,545.85 × 0.48). The 2021 revised Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit was $13,354.80 (i.e., $20,545.85 × 0.65). Table E-54 sets forth the 2021 revised Assessment per dwelling unit for each of the seven Lot Types in the Phases #2-9 Major Improvement Area.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-54
Assessment Per Unit – Phases #2-9 Major Improvement Area – 2021 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	14	$20,545.85	1.00	$20,545.85	per dwelling unit	$287,642
Lot Type 2 (100 Ft Lot)	58	$20,545.85	0.88	$18,080.35	per dwelling unit	$1,048,660
Lot Type 3 (86 Ft Lot)	214	$20,545.85	0.83	$17,053.06	per dwelling unit	$3,649,354
Lot Type 4 (74 Ft Lot)	319	$20,545.85	0.72	$14,793.01	per dwelling unit	$4,718,971
Lot Type 5 (60 Ft Lot)	230	$20,545.85	0.58	$11,916.59	per dwelling unit	$2,740,817
Lot Type 6 (50 Ft Lot)	485	$20,545.85	0.48	$9,862.01	per dwelling unit	$4,783,074
Lot Type 7 (65 Ft Lot)	69	$20,545.85	0.65	$13,354.80	per dwelling unit	$921,481
Total	**1,389**					**$18,150,000**

The 2021 revised projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-55.

Table E-55
Projected Leverage – Phases #2-9 Major Improvement Area – 2021 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	14	$170,000	$825,000	$20,545.85	8.27	40.15
Lot Type 2 (100 Ft Lot)	58	$130,000	$725,000	$18,080.35	7.19	40.10
Lot Type 3 (86 Ft Lot)	214	$111,800	$688,000	$17,053.06	6.56	40.34
Lot Type 4 (74 Ft Lot)	319	$96,200	$592,000	$14,793.01	6.50	40.02
Lot Type 5 (60 Ft Lot)	230	$78,000	$480,000	$11,916.59	6.55	40.28
Lot Type 6 (50 Ft Lot)	485	$65,000	$400,000	$9,862.01	6.59	40.56
Lot Type 7 (65 Ft Lot)	69	$87,300	$537,000	$13,354.80	6.54	40.21
Total	**1,389**					

The 2021 revised projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-56.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-56
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – 2021 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	14	$170,000	$825,000	$1,887	$1.1097	$0.2287
Lot Type 2 (100 Ft Lot)	58	$130,000	$725,000	$1,660	$1.2770	$0.2290
Lot Type 3 (86 Ft Lot)	214	$111,800	$688,000	$1,566	$1.4005	$0.2276
Lot Type 4 (74 Ft Lot)	319	$96,200	$592,000	$1,358	$1.4119	$0.2294
Lot Type 5 (60 Ft Lot)	230	$78,000	$480,000	$1,094	$1.4028	$0.2280
Lot Type 6 (50 Ft Lot)	485	$65,000	$400,000	$906	$1.3931	$0.2264
Lot Type 7 (65 Ft Lot)	69	$87,300	$537,000	$1,226	$1.4046	$0.2283
Total	**1,389**					

I) 2022 Revised Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area

As shown in Table E-57 the total amount of the Phases #2-9 Major Improvement Area Bonds and obligation under the Reimbursement Agreement, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $18,150,000. As shown in Table E-26, there were a total of 1,366 residential units representing a total of 534.07 estimated 2022 revised Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in an original Assessment per Equivalent Unit of $33,984.31.

The 2022 revised Assessment per dwelling unit was calculated as the product of (i) $33,984.31 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the 2022 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit is $33,984.31 (i.e., $33,984.31 × 1.00). The 2022 revised Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is $22,089.80 (i.e., $33,984.31 × 0.65). The 2022 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $16,652.31 (i.e., $33,984.31 × 0.49). The 2022 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $14,634.08 (i.e., $33,984.31 × 0.43). The 2022 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $11,554.67 (i.e., $33,984.31 × 0.34). The 2022 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $9,855.45 (i.e., $33,984.31 × 0.29). The 2022 revised Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $12,574.19 (i.e., $33,984.31 × 0.37). The 2022 revised Assessment for a Lot Type 8 (40 Ft Lot) dwelling unit is $8,156.23 (i.e., $33,984.31 × 0.24). The 2022 revised Assessment for a Lot Type 9 (35 Ft Lot) dwelling unit is $7,816.39 (i.e., $33,984.31 × 0.23). Table E-57 sets forth the 2022 revised Assessment per dwelling unit for each of the nine Lot Types in the Phases #2-9 Major Improvement Area.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-57
Assessment Per Unit – Phases #2-9 Major Improvement Area – 2022 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	15	$33,984.31	1.00	$33,984.31	per dwelling unit	$509,765
Lot Type 2 (100 Ft Lot)	58	$33,984.31	0.65	$22,089.80	per dwelling unit	$1,281,208
Lot Type 3 (86 Ft Lot)	232	$33,984.31	0.49	$16,652.31	per dwelling unit	$3,863,336
Lot Type 4 (74 Ft Lot)	306	$33,984.31	0.43	$14,613.25	per dwelling unit	$4,471,655
Lot Type 5 (60 Ft Lot)	221	$33,984.31	0.34	$11,554.67	per dwelling unit	$2,553,581
Lot Type 6 (50 Ft Lot)	234	$33,984.31	0.29	$9,855.45	per dwelling unit	$2,306,175
Lot Type 7 (65 Ft Lot)	167	$33,984.31	0.37	$12,574.19	per dwelling unit	$2,099,890
Lot Type 8 (40 Ft Lot)	73	$33,984.31	0.24	$8,156.23	per dwelling unit	$595,405
Lot Type 9 (35 Ft Lot)	60	$33,984.31	0.23	$7,816.39	per dwelling unit	$468,983
Total	**1,366**					**$18,150,000**

The 2022 revised projected leverage calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-58.

Table E-58
Projected Leverage – Phases #2-9 Major Improvement Area – 2022 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	15	$400,000	$2,000,000	$33,984.31	11.77	58.85
Lot Type 2 (100 Ft Lot)	58	$260,000	$1,300,000	$22,089.80	11.77	58.85
Lot Type 3 (86 Ft Lot)	232	$195,000	$975,000	$16,652.31	11.71	58.55
Lot Type 4 (74 Ft Lot)	306	$170,000	$850,000	$14,613.25	11.63	58.17
Lot Type 5 (60 Ft Lot)	221	$137,000	$685,000	$11,554.67	11.86	59.28
Lot Type 6 (50 Ft Lot)	234	$117,000	$585,000	$9,855.45	11.87	59.36
Lot Type 7 (65 Ft Lot)	167	$147,000	$735,000	$12,574.19	11.69	58.45
Lot Type 8 (40 Ft Lot)	73	$95,000	$475,000	$8,156.23	11.65	58.24
Lot Type 9 (35 Ft Lot)	60	$90,000	$450,000	$7,816.39	11.51	57.57
Total	**1,366**					

The 2022 revised projected tax rate equivalent per unit calculated based on the 2022 revised average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-59.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-59
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – 2022 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	15	$400,000	$2,000,000	$3,119	$0.7798	$0.1560
Lot Type 2 (100 Ft Lot)	58	$260,000	$1,300,000	$2,027	$0.7798	$0.1560
Lot Type 3 (86 Ft Lot)	232	$195,000	$975,000	$1,528	$0.7838	$0.1568
Lot Type 4 (74 Ft Lot)	306	$170,000	$850,000	$1,341	$0.7889	$0.1578
Lot Type 5 (60 Ft Lot)	221	$137,000	$685,000	$1,060	$0.7741	$0.1548
Lot Type 6 (50 Ft Lot)	234	$117,000	$585,000	$905	$0.7731	$0.1546
Lot Type 7 (65 Ft Lot)	167	$147,000	$735,000	$1,154	$0.7851	$0.1570
Lot Type 8 (40 Ft Lot)	73	$95,000	$475,000	$749	$0.7880	$0.1576
Lot Type 9 (35 Ft Lot)	60	$90,000	$450,000	$717	$0.7971	$0.1594
Total	**1,366**					

J) Original Allocation of Assessments to Lots within Phase #2

As shown in Table E-60, the total amount of the Reimbursement Agreement for Phase #2, which represents the original total Assessment to be allocated on all Parcels within Phase #2, is $5,300,000. As shown in Table E-27, there are a total of 360 residential units representing a total of 214.67 estimated original Equivalent Units for the residential development in Phase #2, resulting in an original Assessment per Equivalent Unit of $24,689.06.

The original Assessment per dwelling unit was calculated as the product of (i) $24,689.06 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is $21,726.37 (i.e., $24,689.06 × 1.00). The original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $20,491.92 (i.e., $24,689.06 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $17,776.12 (i.e., $24,689.06 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $14,319.65 (i.e., $24,689.06 × 0.58). The original Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $11,850.75 (i.e., $24,689.06 × 0.48). Table E-60 sets forth the original Assessment per dwelling unit for each of the five Lot Types in Phase #2.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-60
Assessment Per Unit – Phase #2 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	4	$24,689.06	0.88	$21,726.37	per dwelling unit	$86,905
Lot Type 3 (86 Ft Lot)	49	$24,689.06	0.83	$20,491.92	per dwelling unit	$1,004,104
Lot Type 4 (74 Ft Lot)	68	$24,689.06	0.72	$17,776.12	per dwelling unit	$1,208,776
Lot Type 5 (60 Ft Lot)	68	$24,689.06	0.58	$14,319.65	per dwelling unit	$973,736
Lot Type 6 (50 Ft Lot)	171	$24,689.06	0.48	$11,850.75	per dwelling unit	$2,026,478
Total	**360**					**$5,300,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-61.

Table E-61
Projected Leverage – Phase #2 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 2 (100 Ft Lot)	4	$130,000	$725,000	$21,726.37	5.98	33.37
Lot Type 3 (86 Ft Lot)	49	$111,800	$688,000	$20,491.92	5.46	33.57
Lot Type 4 (74 Ft Lot)	68	$96,200	$592,000	$17,776.12	5.41	33.30
Lot Type 5 (60 Ft Lot)	68	$78,000	$480,000	$14,319.65	5.45	33.52
Lot Type 6 (50 Ft Lot)	171	$65,000	$400,000	$11,850.75	5.48	33.75
Total	**360**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #2 is shown in Table E-62.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-62
Estimated Tax Rate Equivalent Per Unit – Phase #2 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 2 (100 Ft Lot)	4	$130,000	$725,000	$3,477.07	$2.6747	$0.4796
Lot Type 3 (86 Ft Lot)	49	$111,800	$688,000	$3,279.51	$2.9334	$0.4767
Lot Type 4 (74 Ft Lot)	68	$96,200	$592,000	$2,844.88	$2.9573	$0.4806
Lot Type 5 (60 Ft Lot)	68	$78,000	$480,000	$2,291.71	$2.9381	$0.4774
Lot Type 6 (50 Ft Lot)	171	$65,000	$400,000	$1,896.58	$2.9178	$0.4741
Total	**360**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #2 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #2.

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. The updated projected leverage calculated based on the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-63.

Table E-63
Updated Projected Leverage – Phase #2

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 2 (100 Ft Lot)	4	$260,000	$1,300,000	$21,726.37	11.97	59.84
Lot Type 3 (86 Ft Lot)	49	$195,000	$975,000	$20,491.92	9.52	47.58
Lot Type 4 (74 Ft Lot)	68	$170,000	$850,000	$17,776.12	9.56	47.82
Lot Type 5 (60 Ft Lot)	68	$137,000	$685,000	$14,319.65	9.57	47.84
Lot Type 6 (50 Ft Lot)	171	$117,000	$585,000	$11,850.75	9.87	49.36
Total	**360**					

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. The updated projected tax rate equivalent per unit calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-64.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-64
Updated Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #2

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 2 (100 Ft Lot)	4	$260,000	$1,300,000	$3,477.07	$1.3373	$0.2675
Lot Type 3 (86 Ft Lot)	49	$195,000	$975,000	$3,279.51	$1.6818	$0.3364
Lot Type 4 (74 Ft Lot)	68	$170,000	$850,000	$2,844.88	$1.6735	$0.3347
Lot Type 5 (60 Ft Lot)	68	$137,000	$685,000	$2,291.71	$1.6728	$0.3346
Lot Type 6 (50 Ft Lot)	171	$117,000	$585,000	$1,896.58	$1.6210	$0.3242
Total	**360**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #2 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #2.

K) Original Allocation of Assessments to Lots within Phase #3

As shown in Table E-65, the total amount of the Reimbursement Agreement for Phase #3, which represents the original total Assessment to be allocated on all Parcels within Phase #3, is $3,700,000. As shown in Table E-29, there are a total of 195 residential units representing a total of 131.67 estimated original Equivalent Units for the residential development in Phase #3, resulting in an original Assessment per Equivalent Unit of $28,100.55.

The original Assessment per dwelling unit was calculated as the product of (i) $28,100.55 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $23,323.46 (i.e., $28,100.55 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $20,232.40 (i.e., $28,100.55 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $16,298.32 (i.e., $28,100.55 × 0.58). Table E-65 sets forth the original Assessment per dwelling unit for each of the three Lot Types in Phase #3.

Table E-65
Assessment Per Unit – Phase #3 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	25	$28,100.55	0.83	$23,323.46	per dwelling unit	$583,087
Lot Type 4 (74 Ft Lot)	88	$28,100.55	0.72	$20,232.40	per dwelling unit	$1,780,451
Lot Type 5 (60 Ft Lot)	82	$28,100.55	0.58	$16,298.32	per dwelling unit	$1,336,462
Total	**195**					**$3,700,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-66.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-66
Projected Leverage – Phase #3 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	25	$111,800	$688,000	$23,323.46	4.79	29.50
Lot Type 4 (74 Ft Lot)	88	$96,200	$592,000	$20,232.40	4.75	29.26
Lot Type 5 (60 Ft Lot)	82	$78,000	$480,000	$16,298.32	4.79	29.45
Total	**195**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #3 is shown in Table E-67.

Table E-67
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #3 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	25	$111,800	$688,000	$3,331.01	$2.9794	$0.4842
Lot Type 4 (74 Ft Lot)	88	$96,200	$592,000	$2,889.55	$3.0037	$0.4881
Lot Type 5 (60 Ft Lot)	82	$78,000	$480,000	$2,327.69	$2.9842	$0.4849
Total	**195**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #3 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #3.

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. The updated projected leverage calculated based on the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-68.

Table E-68
Updated Projected Leverage – Phase #3

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	25	$195,000	$975,000	$23,323.46	8.36	41.80
Lot Type 4 (74 Ft Lot)	88	$170,000	$850,000	$20,232.40	8.40	42.01
Lot Type 5 (60 Ft Lot)	82	$137,000	$685,000	$16,298.32	8.41	42.03
Total	**195**					

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. The updated projected tax rate equivalent per unit calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-69.

Table E-69
Updated Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #3

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	25	$195,000	$975,000	$3,331.01	$1.7082	$0.3416
Lot Type 4 (74 Ft Lot)	88	$170,000	$850,000	$2,889.55	$1.6997	$0.3399
Lot Type 5 (60 Ft Lot)	82	$137,000	$685,000	$2,327.69	$1.6990	$0.3398
Total	**195**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #3 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #3.

L) Original Allocation of Assessments to Lots within Phase #4

As shown in Table E-70, the total amount of the Reimbursement Agreement for Phase #4, which represents the original total Assessment to be allocated on all Parcels within Phase #4, is $167,000. As shown in Table E-31, there are a total of 9 residential units representing a total of 5.94 estimated original Equivalent Units for the residential development in Phase #4, resulting in an original Assessment per Equivalent Unit of $28,114.48.

The original Assessment per dwelling unit was calculated as the product of (i) $28,114.48 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $23,335.02. (i.e., $28,114.48 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $20,242.42 (i.e., $28,114.48 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $16,306.40 (i.e., $28,114.48 × 0.58). The original Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $13,494.95 (i.e., $28,114.48 × 0.48). Table E-70 sets forth the original Assessment per dwelling unit for each of the four Lot Types in Phase #4.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-70
Assessment Per Unit – Phase #4 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	2	$28,114.48	0.83	$23,335.02	per dwelling unit	$46,670
Lot Type 4 (74 Ft Lot)	3	$28,114.48	0.72	$20,242.42	per dwelling unit	$60,727
Lot Type 5 (60 Ft Lot)	2	$28,114.48	0.58	$16,306.40	per dwelling unit	$32,613
Lot Type 6 (50 Ft Lot)	2	$28,114.48	0.48	$13,494.95	per dwelling unit	$26,990
Total	**9**					**$167,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-71.

Table E-71
Projected Leverage – Phase #4 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	2	$111,800	$688,000	$23,335.02	4.79	29.48
Lot Type 4 (74 Ft Lot)	3	$96,200	$592,000	$20,242.42	4.75	29.25
Lot Type 5 (60 Ft Lot)	2	$78,000	$480,000	$16,306.40	4.78	29.44
Lot Type 6 (50 Ft Lot)	2	$65,000	$400,000	$13,494.95	4.82	29.64
Total	**9**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #4 is shown in Table E-72.

Table E-72
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #4 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	2	$111,800	$688,000	$3,286.83	$2.9399	$0.4777
Lot Type 4 (74 Ft Lot)	3	$96,200	$592,000	$2,851.22	$2.9638	$0.4816
Lot Type 5 (60 Ft Lot)	2	$78,000	$480,000	$2,296.82	$2.9446	$0.4785
Lot Type 6 (50 Ft Lot)	2	$65,000	$400,000	$1,900.82	$2.9243	$0.4752
Total	**9**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #4 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #4.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. The updated projected leverage calculated based on the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-73.

Table E-73
Updated Projected Leverage – Phase #4

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	2	$195,000	$975,000	$23,335.02	8.36	41.78
Lot Type 4 (74 Ft Lot)	3	$170,000	$850,000	$20,242.42	8.40	41.99
Lot Type 5 (60 Ft Lot)	2	$137,000	$685,000	$16,306.40	8.40	42.01
Lot Type 6 (50 Ft Lot)	2	$117,000	$585,000	$13,494.95	8.67	43.35
Total	**9**					

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. The updated projected tax rate equivalent per unit calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-74.

Table E-74
Updated Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #4

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	2	$195,000	$975,000	$3,287	$1.6856	$0.3371
Lot Type 4 (74 Ft Lot)	3	$170,000	$850,000	$2,851	$1.6772	$0.3354
Lot Type 5 (60 Ft Lot)	2	$137,000	$685,000	$2,297	$1.6765	$0.3353
Lot Type 6 (50 Ft Lot)	2	$117,000	$585,000	$1,901	$1.6246	$0.3249
Total	**9**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #4 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #4.

M) Original Allocation of Assessments to Lots within Phase #5

As shown in Table E-75, the total amount of the Reimbursement Agreement for Phase #5, which represents the original total Assessment to be allocated on all Parcels within Phase #5, is $2,510,000. As shown in Table E-33, there were a total of 96 residential units representing a total of 73.20 estimated original Equivalent Units for the residential development in Phase #5, resulting in an original Assessment per Equivalent Unit of $34,289.62.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

The original Assessment per dwelling unit was calculated as the product of (i) $34,289.62 multiplied by (ii) the applicable 2021 revised Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $28,460.38 (i.e., $34,289.62 × 0.83). The original Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $22,288.25 (i.e., $34,289.62 × 0.65). Table E-75 sets forth the original Assessment per dwelling unit for each of the two Lot Types in Phase #5.

Table E-75
Assessment Per Unit – Phase #5 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	60	$34,289.62	0.83	$28,460.38	per dwelling unit	$1,707,623
Lot Type 7 (65 Ft Lot)	36	$34,289.62	0.65	$22,288.25	per dwelling unit	$802,377
Total	**96**					**$2,510,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-76.

Table E-76
Projected Leverage – Phase #5 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	60	$111,800	$688,000	$28,460.38	3.93	24.17
Lot Type 7 (65 Ft Lot)	36	$87,300	$537,000	$22,288.25	3.92	24.09
Total	**96**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #5 is shown in Table E-77.

Table E-77
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #5 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	60	$111,800	$688,000	$3,667.28	$3.2802	$0.5330
Lot Type 7 (65 Ft Lot)	36	$87,300	$537,000	$2,871.97	$3.2898	$0.5348
Total	**96**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #5 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #5.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

N) 2022 Revised Allocation of Assessments to Lots within Phase #5

As shown in Table E-78, the total amount of the Reimbursement Agreement for Phase #5, which represents the original total Assessment to be allocated on all Parcels within Phase #5, is $2,510,000. As shown in Table E-34, there are a total of 96 residential units representing a total of 72.84 estimated 2022 revised Equivalent Units for the residential development in Phase #5, resulting in a 2022 revised Assessment per Equivalent Unit of $34,459.09.

The 2022 revised Assessment per dwelling unit was calculated as the product of (i) $34,459.09 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the 2022 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $28,601.04 (i.e., $34,459.09 × 0.83). The original Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $22,398.41 (i.e., $34,459.09 × 0.65). Table E-78 sets forth the original Assessment per dwelling unit for each of the two Lot Types in Phase #5.

Table E-78
Assessment Per Unit – Phase #5 – 2022 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	58	$34,459.09	0.83	$28,601.04	per dwelling unit	$1,658,861
Lot Type 7 (65 Ft Lot)	38	$34,459.09	0.65	$22,398.41	per dwelling unit	$851,139
Total	**96**					**$2,510,000**

The 2022 revised projected leverage calculated based on the 2022 revised estimated finished lot value, home value, and revised lot count. As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. In addition, the actual lot count for each Lot Type within Phase #5 has been updated by the Developer based on the final plat. The updated projected leverage calculated based on the actual lot count, the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-79.

Table E-79
Projected Leverage – Phase #5 – 2022 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	58	$195,000	$975,000	$28,601.04	6.82	34.09
Lot Type 7 (65 Ft Lot)	38	$147,000	$735,000	$22,398.41	6.56	32.81
Total	**96**					

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. In

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

addition, the actual lot count for each Lot Type within Phase #5 has been updated by the Developer based on the final plat. The updated projected tax rate equivalent per unit calculated based on the actual lot count, the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-80.

Table E-80
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #5 – 2022 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	58	$195,000	$975,000	$3,667	$1.8807	$0.3761
Lot Type 7 (65 Ft Lot)	38	$147,000	$735,000	$2,872	$1.9537	$0.3907
Total	**96**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #5 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #5.

O) Allocation of Assessments to Lots within Phase #6

As shown in Table E-81, the total amount of the Reimbursement Agreement for Phase #6, which represents the total Assessment to be allocated on all Parcels within Phase #6, is $5,967,861. As shown in Table E-36, there are a total of 257 residential units representing a total of 83.22 estimated Equivalent Units for the residential development in Phase #5, resulting in an Assessment per Equivalent Unit of $71,711.86.

The Assessment per dwelling unit was calculated as the product of (i) $71,711.86 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $30,836.10 (i.e., $71,711.86 × 0.43). The Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $24,382.03 (i.e., $71,711.86 × 0.34). The Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $20,796.44 (i.e., $71,711.86 × 0.29). The Assessment for a Lot Type 8 (40 Ft Lot) dwelling unit is $17,210.85 (i.e., $71,711.86 × 0.24). Table E-81 sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #6.

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Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Table E-81
Assessment Per Unit – Phase #6

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 4 (74 Ft Lot)	61	$71,711.86	0.43	$30,836.10	per dwelling unit	$1,881,002
Lot Type 5 (60 Ft Lot)	69	$71,711.86	0.34	$24,382.03	per dwelling unit	$1,682,360
Lot Type 6 (50 Ft Lot)	61	$71,711.86	0.29	$20,796.44	per dwelling unit	$1,268,583
Lot Type 8 (40 Ft Lot)	66	$71,711.86	0.24	$17,210.85	per dwelling unit	$1,135,916
Total	**257**					**$5,967,861**

The projected leverage calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-82.

Table E-82
Projected Leverage – Phase #6

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 4 (74 Ft Lot)	61	$170,000	$850,000	$30,836.10	5.51	27.57
Lot Type 5 (60 Ft Lot)	69	$137,000	$685,000	$24,382.03	5.62	28.09
Lot Type 6 (50 Ft Lot)	61	$117,000	$585,000	$20,796.44	5.63	28.13
Lot Type 8 (40 Ft Lot)	66	$95,000	$475,000	$17,210.85	5.52	27.60
Total	**257**					

The projected tax rate equivalent per unit calculated based on the 2022 revised average finished lot values and average home values for each Lot Type in Phase #6 is shown in Table E-82.

Table E-82
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #6

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 4 (74 Ft Lot)	61	$170,000	$850,000	$3,111.07	$1.8300	$0.3660
Lot Type 5 (60 Ft Lot)	69	$137,000	$685,000	$2,459.92	$1.7956	$0.3591
Lot Type 6 (50 Ft Lot)	61	$117,000	$585,000	$2,098.16	$1.7933	$0.3587
Lot Type 8 (40 Ft Lot)	66	$95,000	$475,000	$1,736.41	$1.8278	$0.3656
Total	**257**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #6 Projects and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #6.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

APPENDIX F
PHASES #2-9 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix F
Phases #2-9 Major Improvement Area Assessment Roll

Parcel	**All Parc**
Equivalent Units	**888.39**
Original Assessment	**$21,180,(**
Restated Assessment	**$18,150,(**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	CCMI[4]	Administrative Expenses[5]	Additional Interest	Capitalized Interest/ Available Credits	Total Annua Installm
2015	$0	$468,240	$0	$0	$0	$0	$0	($468,240)	
2016	$0	$795,125	$0	$496,500	$8,529	$35,700	$65,750	($795,125)	$606,4
2017	$275,000	$795,125	$84,000	$496,500	$93,166	$36,414	$65,750	($330,374)	$1,515,5
2018	$275,000	$780,000	$84,000	$463,319	$181,506	$37,071	$64,375	($92,432)	$1,792,8
2019	$300,000	$764,875	$95,000	$455,658	$211,250	$20,000	$63,000	($211,250)	$1,698,5
2020	$325,000	$747,218	$105,000	$304,123	$245,891	$26,273	$61,405	($296,613)	$1,518,2
2021	$325,000	$722,712	$75,794	$214,994	$0	$29,000	$59,237	($16,115)	$1,410,(
2022	$345,000	$695,182	$80,000	$201,692	$0	$33,000	$56,824	($6,951)	$1,404,7
2023	$370,000	$683,557	$87,000	$196,548	$0	$29,291	$33,420	$0	$1,399,8
2024	$380,000	$663,205	$95,000	$190,954	$0	$29,877	$32,310	$0	$1,391,3
2025	$395,000	$642,403	$95,000	$184,846	$0	$30,475	$31,170	$0	$1,378,8
2026	$420,000	$618,703	$102,000	$178,737	$0	$31,084	$29,985	$0	$1,380,5
2027	$445,000	$593,502	$116,000	$172,178	$0	$31,706	$28,725	$0	$1,387,1
2028	$470,000	$566,800	$124,000	$164,720	$0	$32,340	$27,390	$0	$1,385,2
2029	$520,000	$538,598	$131,000	$156,746	$0	$32,987	$25,980	$0	$1,405,3
2030	$540,000	$507,393	$139,000	$148,323	$0	$33,647	$24,420	$0	$1,392,7
2031	$570,000	$475,000	$153,000	$139,385	$0	$34,320	$22,800	$0	$1,394,5
2032	$615,000	$439,375	$160,000	$129,548	$0	$35,006	$21,090	$0	$1,400,(
2033	$640,000	$400,938	$175,000	$119,260	$0	$35,706	$19,245	$0	$1,390,1
2034	$690,000	$360,938	$189,000	$108,007	$0	$36,420	$17,325	$0	$1,401,(
2035	$715,000	$317,813	$204,000	$95,854	$0	$37,149	$15,255	$0	$1,385,(
2036	$765,000	$273,125	$218,000	$82,737	$0	$37,892	$13,110	$0	$1,389,8
2037	$815,000	$225,313	$240,000	$68,720	$0	$38,649	$10,815	$0	$1,398,4
2038	$865,000	$174,375	$255,000	$53,288	$0	$39,422	$8,370	$0	$1,395,4
2039	$940,000	$120,313	$276,000	$36,891	$0	$40,211	$5,775	$0	$1,419,1
2040	$985,000	$61,563	$297,737	$19,144	$0	$41,015	$2,955	$0	$1,407,4
Total	**$12,985,000**	**$13,431,388**	**$3,580,531**	**$4,878,673**	**$740,342**	**$844,656**	**$806,481**	**($2,217,100)**	**$35,049,9**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]The principal and interest amounts represent the debt service requirements of the Series 2015 Phases #2-9 Major Improvement Area Bonds at the interest rates of such bonds. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

[3]The principal and interest amounts represent the debt service requirements of the Reimbursement Agreement for the Major Improvements allocated to Phas #2-9 that are not paid by the Phases #2-9 Major Improvement Area Bonds. The interest amount also includes the additional 0.5% interest being collected fo the prepayment and delinquency reserves.

[4]Amounts represent the debt service on the 2015 CCMI. The portion of the Assessment related to the 2015 CCMI was released in 2020.

[5]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2766631	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766647	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766648	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766649	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766650	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766651	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766652	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766653	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766654	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766655	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766656	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766657	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766658	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766659	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766660	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766661	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766662	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766663	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766664	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766665	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766666	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766667	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766668	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766669	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766670	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766671	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766672	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766673	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766674	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766675	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766676	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766677	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766678	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766679	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766680	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766681	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766682	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766683	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766684	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766685	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766686	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766687	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766688	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766689	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766690	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766691	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766692	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766693	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766694	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766695	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766696	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766697	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766698	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766699	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766700	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766701	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766702	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766703	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766704	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766705	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766707	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766708	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766709	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766710	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2766711	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766712	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766713	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766714	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766715	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766716	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766717	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766718	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766719	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766720	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766721	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766723	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766724	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766725	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766726	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766727	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766728	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766729	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766730	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766731	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766732	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766733	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766734	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766735	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766736	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766737	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766738	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766739	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766740	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766741	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766742	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766743	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766744	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766745	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766746	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766747	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766748	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766749	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766750	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766751	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766752	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766755	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766756	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766757	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766758	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766759	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766760	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766761	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766762	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766763	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766764	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766765	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766766	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766767	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766768	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766769	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766770	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766771	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766772	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766773	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766774	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766775	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766776	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766778	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2766779	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766780	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766781	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766785	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766786	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766787	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766788	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766789	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766790	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766791	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766792	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766793	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766794	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766795	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766796	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766797	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766798	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766800	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766801	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766802	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766803	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766804	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766805	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766806	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766807	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766808	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766809	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766810	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766811	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766812	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766813	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766814	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766815	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766816	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766817	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766818	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766819	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766820	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766821	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766822	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766823	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766824	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766825	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766826	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766827	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766828	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766829	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766830	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766831	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766832	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766833	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766834	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766835	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766836	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766837	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766838	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766839	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766840	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766841	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766842	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766843	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766844	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766845	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766846	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2766847	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766848	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766849	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766850	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766851	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766858	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766859	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766860	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766861	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766862	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766863	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766864	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766865	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766866	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766867	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766868	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766869	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766870	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766871	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766872	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766873	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766874	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766875	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766876	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766877	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766878	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766879	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766882	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766883	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766884	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766885	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766886	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766887	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766888	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766889	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766890	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766891	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766892	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766893	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766894	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766895	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766896	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766897	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766898	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766899	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766901	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766902	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766904	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766905	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766906	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766907	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766908	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766909	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766910	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766911	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769104	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769105	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769106	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769107	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769108	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769109	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769110	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769111	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769112	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2769113	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769114	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769115	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769116	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769117	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769118	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769119	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769120	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769121	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769122	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769123	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769124	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769125	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769126	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769127	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769128	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769129	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769130	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769131	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769132	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769133	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769134	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769135	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769136	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769137	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769138	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769139	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769140	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769141	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769142	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769143	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769144	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769145	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769146	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769147	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769148	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769149	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769150	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769151	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769152	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769165	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769166	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769167	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769168	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769169	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769170	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769171	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769172	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769173	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769174	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769175	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769176	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769177	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769178	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769179	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769180	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769181	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769182	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769183	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769184	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769185	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769186	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769187	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769188	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2769189	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769190	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769191	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769192	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769194	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769195	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769196	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769197	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769198	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769200	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769201	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769202	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769203	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769204	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769205	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769206	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769207	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769208	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769209	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769210	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769211	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769212	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769213	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769214	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769216	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769217	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769218	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769219	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769220	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769221	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769222	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769223	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769224	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769225	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769226	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769227	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769228	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769229	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769230	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769231	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769232	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769233	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769234	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769235	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769236	1	2	0.88	$14,375	$421.30	$882.17	$56.33	$32.71	$1,392.52
2769237	1	2	0.88	$14,375	$421.30	$882.17	$56.33	$32.71	$1,392.52
2769238	1	2	0.88	$14,375	$421.30	$882.17	$56.33	$32.71	$1,392.52
2769239	1	2	0.88	$14,375	$421.30	$882.17	$56.33	$32.71	$1,392.52
2769240	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769241	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769242	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769243	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769244	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769245	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769246	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769247	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769248	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769249	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2635984	873	0	556.73	$9,094,504	$266,534.02	$558,105.26	$35,636.67	$20,695.58	$880,971.54
2810093	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810095	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810096	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810097	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810098	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2810099	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810100	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810101	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810102	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810103	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810105	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810106	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810107	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810108	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810109	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810110	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810111	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810112	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810113	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810114	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810115	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810116	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810117	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810118	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810119	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810120	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810121	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810122	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810123	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810124	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810128	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810129	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810130	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810132	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810133	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810134	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810135	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810136	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810137	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810138	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810139	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810140	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810141	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810142	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810143	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810144	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810145	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810146	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810147	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810148	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810149	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810151	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810152	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810153	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810154	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810155	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810156	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810157	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810158	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810159	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810160	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810161	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810162	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810163	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810164	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810165	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810166	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810167	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810168	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2810169	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810170	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810171	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810172	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810173	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810174	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810175	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810176	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810177	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810178	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810179	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810180	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810181	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810182	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810183	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810184	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810185	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810186	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810187	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810188	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810189	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810190	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810191	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810192	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810193	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810194	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810195	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810196	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810197	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810198	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810199	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810200	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810201	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810202	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810203	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810204	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810205	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810206	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810207	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810208	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810209	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810210	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810211	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810212	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810213	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810214	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810215	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810216	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810217	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810218	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810219	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810220	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810221	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810222	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810223	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810224	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810225	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810226	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810227	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810228	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810229	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810230	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810231	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810232	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2810233	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810234	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810235	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810236	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810237	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810238	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810239	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810240	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810241	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810242	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810243	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810244	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810245	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810246	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810247	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810248	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810249	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810250	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810251	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810252	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810253	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810254	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810255	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810256	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810257	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810258	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810259	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810260	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810261	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810262	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810263	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810264	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810265	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810266	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810267	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810268	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810269	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810270	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810271	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810272	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810273	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810274	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810275	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810276	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810277	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810278	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810279	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810280	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810281	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810282	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810284	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810285	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810286	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810287	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810288	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810289	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810290	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810291	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810292	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810293	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810294	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810295	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810296	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810298	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2810299	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810301	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810302	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810303	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810304	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810305	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810306	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2818822	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2818823	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2818824	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2818825	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2818826	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2818827	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2818828	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2818829	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2818830	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2818831	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**1406**		**887.73**	**$14,501,578**	**$425,000.00**	**$889,922.92**	**$56,824.21**	**$33,000.00**	**$1,404,747.12**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

APPENDIX G
PHASE #1 ASSESSMENT ROLL

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix G
Phase #1 Assessment Roll

Parcel	**All Parcel**
Equivalent Units	**208.91**
Original Assessment	**$9,000,00**
Restated Assessment	**$7,750,00**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	CCMI[4]	Administrative Expenses[5]	Additional Interest	Capitalized Interest/ Available Credits	Total Annual Installme
2015	$0	$299,119	$0	$0	$0	$0	$0	($299,119)	
2016	$0	$507,938	$0	$0	$1,970	$15,255	$45,000	($157,820)	$412,3
2017	$175,000	$480,938	$0	$0	$21,520	$15,514	$72,000	$0	$764,9
2018	$200,000	$498,531	$0	$0	$42,091	$15,778	$44,125	$0	$800,5
2019	$200,000	$484,750	$0	$0	$48,382	$25,000	$42,857	($48,382)	$752,6
2020	$200,000	$473,924	$0	$0	$56,750	$33,368	$41,850	($91,144)	$714,7
2021	$225,000	$461,856	$0	$0	$0	$35,000	$40,735	($10,927)	$751,6
2022	$0	$0	$270,000	$243,548	$0	$39,500	$37,316	($10)	$590,3
2023	$0	$0	$280,000	$233,619	$0	$17,166	$36,100	$0	$566,8
2024	$0	$0	$295,000	$222,419	$0	$17,457	$34,700	$0	$569,5
2025	$0	$0	$305,000	$210,619	$0	$17,754	$33,225	$0	$566,5
2026	$0	$0	$320,000	$198,419	$0	$18,056	$31,700	$0	$568,1
2027	$0	$0	$335,000	$185,619	$0	$18,363	$30,100	$0	$569,0
2028	$0	$0	$350,000	$172,219	$0	$18,675	$28,425	$0	$569,3
2029	$0	$0	$365,000	$158,219	$0	$18,993	$26,675	$0	$568,8
2030	$0	$0	$380,000	$143,619	$0	$19,315	$24,850	$0	$567,7
2031	$0	$0	$395,000	$128,419	$0	$19,644	$22,950	$0	$566,0
2032	$0	$0	$410,000	$116,569	$0	$19,978	$20,975	$0	$567,5
2033	$0	$0	$425,000	$104,269	$0	$20,317	$18,925	$0	$568,5
2034	$0	$0	$435,000	$91,519	$0	$20,663	$16,800	$0	$563,9
2035	$0	$0	$450,000	$78,469	$0	$21,014	$14,625	$0	$564,1
2036	$0	$0	$470,000	$64,969	$0	$21,371	$12,375	$0	$568,7
2037	$0	$0	$480,000	$52,631	$0	$21,735	$10,025	$0	$564,3
2038	$0	$0	$495,000	$40,031	$0	$22,104	$7,625	$0	$564,7
2039	$0	$0	$510,000	$27,038	$0	$22,480	$5,151	$0	$564,6
2040	$0	$0	$520,000	$13,650	$0	$22,862	$2,600	$0	$559,1
Total	**$1,000,000**	**$3,207,056**	**$7,490,000**	**$2,485,861**	**$170,713**	**$537,362**	**$701,712**	**($607,402)**	**$14,985,3**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]The principal and interest amounts represent the debt service requirements of the Series 2015 Phase #1 Bonds. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

[3]The principal and interest amounts represent the debt service requirements of the Phase #1 Refunding Bonds. The interest amount also includes the additional 0.5% interest being collected for the Additional Interest Reserve.

[4]Amounts represent the debt service on the 2015 CCMI. The portion of the Assessment related to the 2015 CCMI was released in 2020.

[5]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739841	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2759317	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739853	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739854	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740206	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740207	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740208	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740209	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740210	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740211	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740212	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740213	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740214	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740215	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740216	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740217	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740218	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739857	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2739858	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2739859	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2739862	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740098	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740099	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740100	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740101	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740142	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740143	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740144	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740145	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740146	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740147	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740148	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740149	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740150	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740151	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740152	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740177	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740178	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740179	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740180	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740181	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740182	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740183	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740184	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740185	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740186	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740187	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740188	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740189	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740190	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740191	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740192	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740193	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740194	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740195	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740196	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740197	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740198	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740199	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740200	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740201	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740202	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740203	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740204	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2740205	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2739860	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2739861	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740092	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740093	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740094	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740095	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740096	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740097	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740103	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740104	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740105	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740106	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740107	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740108	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740109	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740110	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740111	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740112	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740113	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740114	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740115	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740116	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740117	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740118	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740134	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740135	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740136	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2740137	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740138	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740139	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740140	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740141	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740153	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740154	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740155	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740156	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740157	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740158	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740159	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740160	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740161	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740162	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740163	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740164	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740165	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740166	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740167	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740168	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740169	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740170	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740171	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740172	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740173	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740174	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740175	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740176	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2739863	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739864	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2739865	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739870	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739871	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739970	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739971	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739972	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739973	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739974	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739975	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739976	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739993	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739994	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739995	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739996	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739997	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739998	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739999	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740000	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740001	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740002	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740003	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740004	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740005	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740006	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740007	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740008	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740009	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740010	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740011	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740012	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740013	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740014	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740015	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740016	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740017	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740018	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740019	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740020	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740021	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740022	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740023	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740024	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740025	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740026	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740027	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740028	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740029	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740030	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740031	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740043	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740044	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740045	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740046	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740047	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740048	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740049	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740050	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740051	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740052	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740053	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740054	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740055	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740056	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix G
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Phase #1 Assessment Roll Summary -2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740057	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740058	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740059	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740060	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740061	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740062	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740063	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740064	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740065	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740066	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740067	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740068	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740069	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740070	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740071	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740072	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740073	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740074	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740075	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740076	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740077	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740078	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740079	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740080	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740081	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740082	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740083	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740084	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740085	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740086	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740087	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740088	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740089	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740090	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740091	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739866	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739867	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739868	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739869	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739872	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739879	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739880	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739881	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739882	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739883	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739884	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739885	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739886	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739887	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739888	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739889	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739890	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739891	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739892	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739893	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739894	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739895	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739896	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739897	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739898	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739899	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739900	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739901	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739902	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739903	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739904	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739905	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739906	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739907	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739908	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739909	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739910	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739911	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739912	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739913	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739914	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739915	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739916	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739917	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739918	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739919	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739920	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739921	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739923	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739924	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739925	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739926	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739927	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739928	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739929	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739930	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739931	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739932	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739933	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739934	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739935	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739936	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739937	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739938	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739939	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739940	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739941	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739942	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739943	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739944	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739945	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739946	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739947	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739948	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739949	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739950	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739951	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739952	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739953	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739954	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739955	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739956	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739957	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739958	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739959	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739960	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739961	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739962	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739963	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739964	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739965	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739966	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739967	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739978	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739979	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739980	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739981	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739982	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739983	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739984	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739985	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739986	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739987	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740032	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740033	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740034	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740036	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740037	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740038	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740039	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740040	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740041	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740042	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2740219	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740220	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740221	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740222	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740223	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740224	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740226	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740228	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740229	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740230	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740232	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740233	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740234	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740235	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740236	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740237	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740238	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740494	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740495	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**331**		**208.19**	**$7,463,290**	**$270,000.00**	**$243,537.11**	**$37,316.45**	**$39,500.00**	**$590,353.56**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

APPENDIX H
PHASE #2 ASSESSMENT ROLL

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix H
Phase #2 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**214.67**
Assessment	**$5,300,000**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
9/1/2019	$0	$470,110	$20,000	$490,110
9/1/2020	$0	$467,241	$13,548	$480,789
9/1/2021	$95,000	$449,656	$22,000	$566,656
9/1/2022	$92,000	$423,965	$20,000	$535,965
9/1/2023	$96,000	$415,804	$21,395	$533,199
9/1/2024	$101,000	$269,536	$21,759	$392,295
9/1/2025	$106,000	$263,608	$22,129	$391,736
9/1/2026	$115,000	$257,385	$22,505	$394,890
9/1/2027	$119,000	$250,635	$22,887	$392,522
9/1/2028	$129,000	$243,650	$23,277	$395,926
9/1/2029	$133,000	$236,077	$23,672	$392,750
9/1/2030	$142,000	$228,270	$24,075	$394,345
9/1/2031	$147,000	$219,935	$24,484	$391,419
9/1/2032	$156,000	$211,306	$24,900	$392,206
9/1/2033	$165,000	$202,149	$25,323	$392,472
9/1/2034	$174,000	$192,463	$25,754	$392,217
9/1/2035	$184,000	$182,249	$26,192	$392,441
9/1/2036	$193,000	$171,449	$26,637	$391,086
9/1/2037	$207,000	$160,119	$27,090	$394,209
9/1/2038	$216,000	$147,969	$27,550	$391,519
9/1/2039	$230,000	$135,289	$28,019	$393,308
9/1/2040	$243,000	$121,788	$28,495	$393,283
9/1/2041	$257,000	$107,524	$28,980	$393,504
9/1/2042	$271,000	$92,438	$29,472	$392,911
9/1/2043	$634,000	$76,531	$29,973	$740,504
9/1/2044	$669,759	$39,315	$30,483	$739,557
Total	**$4,874,759**	**$6,036,462**	**$640,599**	**$11,551,819**

[1]The principal and interest amounts represent the debt service requirements of the Reimbursement Agreement for the Phase #2 Improvements. The interest amounts are calculated using 8.87% per annum for years 1 to 5 and 5.87% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2766631	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766647	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766648	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766649	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766650	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766651	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766652	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766653	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766654	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766655	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766656	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766657	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766658	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766659	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766660	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766661	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766662	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766663	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766664	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766665	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766666	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766667	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766668	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766669	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766670	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766671	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766672	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766673	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766674	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766675	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766676	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766677	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766678	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766679	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766680	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766681	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766682	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766683	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766684	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766685	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766686	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766687	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766688	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766689	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766690	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766691	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766692	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766693	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766694	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766695	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766696	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766697	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766698	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766699	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766700	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766701	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766702	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766703	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2766704	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766705	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766707	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766708	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766709	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766710	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766711	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766712	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766713	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766714	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766715	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766716	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766717	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766718	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766719	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766720	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766721	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766723	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766724	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766725	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766726	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766727	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766728	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766729	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766730	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766731	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766732	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766733	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766734	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766735	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766736	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766737	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766738	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766739	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766740	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766741	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766742	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766743	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766744	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766745	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766746	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766747	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766748	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766749	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766750	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766751	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766752	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766755	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766756	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766757	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766758	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766759	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766760	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766761	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766762	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766763	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766764	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766765	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2766766	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766767	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766768	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766769	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766770	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766771	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766772	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766773	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766774	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766775	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766776	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766778	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766779	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766780	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766781	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766785	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766786	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766787	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766788	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766789	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766790	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766791	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766792	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766793	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766794	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766795	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766796	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766797	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766798	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766800	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766801	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766802	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766803	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766804	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766805	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766806	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766807	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766808	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766809	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766810	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766811	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766812	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766813	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766814	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766815	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766816	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766817	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766818	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766819	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766820	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766821	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766822	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766823	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766824	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766825	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766826	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766827	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766828	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2766829	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766830	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766831	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766832	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766833	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766834	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766835	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766836	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766837	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766838	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766839	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766840	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766841	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766842	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766843	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766844	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766845	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766846	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766847	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766848	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766849	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766850	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766851	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766858	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766859	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766860	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766861	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766862	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766863	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766864	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766865	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766866	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766867	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766868	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766869	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766870	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766871	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766872	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766873	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766874	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766875	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766876	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766877	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766878	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766879	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766882	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766883	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766884	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766885	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766886	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766887	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766888	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766889	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766890	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766891	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766892	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766893	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766894	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2766895	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766896	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766897	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766898	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766899	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766901	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766902	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766904	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766905	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766906	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766907	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766908	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766909	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766910	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766911	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769104	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769105	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769106	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769107	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769108	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769109	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769110	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769111	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769112	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769113	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769114	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769115	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769116	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769117	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769118	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769119	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769120	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769121	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769122	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769123	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769124	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769125	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769126	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769127	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769128	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769129	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769130	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769131	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769132	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769133	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769134	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769135	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769136	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769137	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769138	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769139	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769140	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769141	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769142	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769143	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769144	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769145	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769146	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2769147	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769148	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769149	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769150	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769151	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769152	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769165	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769166	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769167	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769168	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769169	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769170	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769171	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769172	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769173	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769174	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769175	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769176	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769177	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769178	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769179	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769180	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769181	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769182	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769183	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769184	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769185	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769186	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769187	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769188	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769189	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769190	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769191	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769192	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769194	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769195	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769196	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769197	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769198	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769200	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769201	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769202	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769203	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769204	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769205	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769206	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769207	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769208	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769209	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769210	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769211	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769212	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769213	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769214	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769216	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769217	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769218	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769219	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61

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Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2769220	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769221	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769222	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769223	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769224	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769225	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769226	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769227	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769228	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769229	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769230	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769231	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769232	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769233	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769234	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769235	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769236	1	2	0.88	$21,290	$409.78	$1,888.39	$89.08	$2,387.25
2769237	1	2	0.88	$21,290	$409.78	$1,888.39	$89.08	$2,387.25
2769238	1	2	0.88	$21,290	$409.78	$1,888.39	$89.08	$2,387.25
2769239	1	2	0.88	$21,290	$409.78	$1,888.39	$89.08	$2,387.25
2769240	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769241	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769242	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769243	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769244	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769246	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769247	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769248	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769249	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
Total	**335**		**197.57**	**$4,779,759**	**$92,000.00**	**$423,964.63**	**$20,000.00**	**$535,964.63**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

APPENDIX I
PHASE #3 ASSESSMENT ROLL

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix I
Phase #3 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**214.67**
Assessment	**$5,300,000**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
2021	$5,000	$308,210	$25,000	$338,210
2022	$5,000	$298,009	$20,000	$323,009
2023	$5,000	$297,593	$20,686	$323,278
2024	$5,000	$297,176	$21,037	$323,213
2025	$5,000	$296,760	$21,395	$323,155
2026	$48,000	$189,617	$21,759	$259,376
2027	$53,000	$187,058	$22,129	$262,187
2028	$58,000	$184,234	$22,505	$264,738
2029	$58,000	$181,142	$22,887	$262,030
2030	$63,000	$178,051	$23,277	$264,327
2031	$68,000	$174,693	$23,672	$266,365
2032	$68,000	$171,068	$24,075	$263,143
2033	$73,000	$167,444	$24,484	$264,928
2034	$77,000	$163,553	$24,900	$265,453
2035	$82,000	$159,449	$25,323	$266,773
2036	$82,000	$155,078	$25,754	$262,832
2037	$87,000	$150,708	$26,192	$263,900
2038	$92,000	$146,071	$26,637	$264,708
2039	$97,000	$141,167	$27,090	$265,257
2040	$107,000	$135,997	$27,550	$270,547
2041	$358,000	$130,294	$28,019	$516,313
2042	$378,000	$111,213	$28,495	$517,708
2043	$397,000	$91,065	$28,980	$517,045
2044	$416,000	$69,905	$29,472	$515,377
2045	$441,000	$47,732	$29,973	$518,705
2046	$454,540	$24,227	$30,483	$509,249
Total	**$3,582,540**	**$4,457,514**	**$651,774**	**$8,691,827**

[1]The principal and interest amounts represent the debt service requirements of the Reimbursement Agreement for the Phase #3 Improvements. The interest amounts are calculated using 8.33% per annum for years 1 to 5 and 5.33% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix I
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #3

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installment
2810093	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810095	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810096	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810097	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810098	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810099	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810100	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810101	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810102	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810103	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810105	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810106	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810107	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810108	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810109	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810110	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810111	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810112	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810113	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810114	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810115	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810116	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810117	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810118	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810119	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810120	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810121	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810122	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810123	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810124	1	Lot Type 4 (74' Lot)	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810128	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810129	1	Lot Type 4 (74' Lot)	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810130	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810132	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810133	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810134	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810135	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810136	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810137	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810138	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810139	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810140	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810141	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810142	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810143	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810144	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810145	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810146	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810147	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810148	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810149	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810151	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810152	1	Lot Type 4 (74' Lot)	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810153	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810154	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810155	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810156	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810157	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810158	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810159	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810160	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810161	1	Lot Type 5 (60' Lot)	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810162	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810163	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix I
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #3

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installment
2810164	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810165	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810166	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810167	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810168	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810169	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810170	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810171	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810172	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810173	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810174	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810175	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810176	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810177	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810178	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810179	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810180	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810181	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810182	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810183	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810184	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810185	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810186	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810187	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810188	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810189	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810190	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810191	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810192	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810193	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810194	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810195	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810196	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810197	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810198	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810199	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810200	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810201	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810202	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810203	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810204	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810205	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810206	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810207	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810208	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810209	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810210	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810211	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810212	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810213	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810214	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810215	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810216	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810217	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810218	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810219	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810220	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810221	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810222	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810223	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810224	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810225	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810226	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810227	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix I
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #3

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installment
2810228	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810229	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810230	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810231	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810232	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810233	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810234	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810235	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810236	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810237	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810238	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810239	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810240	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810241	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810242	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810243	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810244	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810245	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810246	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810247	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810248	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810249	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810250	1	Lot Type 4 (74' Lot)	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810251	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810252	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810253	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810254	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810255	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810256	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810257	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810258	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810259	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810260	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810261	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810262	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810263	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810264	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810265	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810266	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810267	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810268	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810269	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810270	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810271	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810272	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810273	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810274	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810275	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810276	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810277	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810278	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810279	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810280	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810281	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810282	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810284	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810285	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810286	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810287	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810288	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810289	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810290	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810291	1	Lot Type 4 (74' Lot)	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810292	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix I
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #3

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installment
2810293	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810294	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810295	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810296	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810298	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810299	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810301	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810302	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810303	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810304	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810305	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810306	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
Total	**195**		**127.49**	**$3,577,540**	**$5,000.00**	**$298,009.06**	**$20,000.00**	**$323,009.06**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

APPENDIX J
PHASE #4 ASSESSMENT ROLL

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix J
Phase #4 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**5.94**
Assessment	**$167,000**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
2022	$1,000	$12,709	$1,000	$14,709
2023	$1,000	$12,557	$1,526	$15,082
2024	$1,000	$12,480	$1,551	$15,032
2025	$1,000	$12,404	$1,578	$14,982
2026	$2,000	$7,468	$1,605	$11,073
2027	$2,000	$7,376	$1,632	$11,008
2028	$3,000	$7,284	$1,660	$11,943
2029	$3,000	$7,146	$1,688	$11,833
2030	$3,000	$7,007	$1,717	$11,724
2031	$3,000	$6,869	$1,746	$11,615
2032	$3,000	$6,731	$1,775	$11,506
2033	$3,000	$6,592	$1,806	$11,398
2034	$3,000	$6,454	$1,836	$11,290
2035	$4,000	$6,316	$1,868	$12,183
2036	$4,000	$6,131	$1,899	$12,031
2037	$4,000	$5,947	$1,932	$11,878
2038	$4,000	$5,763	$1,964	$11,727
2039	$4,000	$5,578	$1,998	$11,576
2040	$5,000	$5,394	$2,032	$12,425
2041	$17,000	$5,163	$2,066	$24,229
2042	$17,000	$4,380	$2,101	$23,481
2043	$18,000	$3,596	$2,137	$23,733
2044	$19,000	$2,766	$2,173	$23,939
2045	$20,000	$1,890	$2,210	$24,101
2046	$21,000	$968	$2,248	$24,216
2047	$167,000	$179,600	$2,286	$348,886
Total	**$333,000**	**$346,567**	**$48,034**	**$727,601**

[1]The principal and interest amounts represent the debt service requirements of the Reimbursement Agreement for the Phase #4 Improvements. The interest is calculated using an interest rate of 7.61% per annum for years 1 to 5 and 4.61% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix J
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #4

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installment
2818822	1	4	0.72	$20,242	$121.21	$1,540.45	$121.21	$1,782.87
2818823	1	6	0.48	$13,495	$80.81	$1,026.97	$80.81	$1,188.58
2818824	1	5	0.58	$16,306	$97.64	$1,240.92	$97.64	$1,436.20
2818825	1	3	0.83	$23,335	$139.73	$1,775.79	$139.73	$2,055.26
2818826	1	4	0.72	$20,242	$121.21	$1,540.45	$121.21	$1,782.87
2818827	1	4	0.72	$20,242	$121.21	$1,540.45	$121.21	$1,782.87
2818828	1	6	0.48	$13,495	$80.81	$1,026.97	$80.81	$1,188.58
2818829	1	5	0.58	$16,306	$97.64	$1,240.92	$97.64	$1,436.20
2818830	1	3	0.83	$23,335	$139.73	$1,775.79	$139.73	$2,055.26
2818831	0	0	0.00	$0	$0.00	$0.00	$0.00	$0.00
Total	**9**		**5.94**	**$167,000**	**$1,000.00**	**$12,708.70**	**$1,000.00**	**$14,708.70**

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

APPENDIX K
PHASE #5 ASSESSMENT ROLL

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix K
Phase #5 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**72.84**
Assessment	**$2,510,000**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$1,000	$191,764	$20,000	$212,764
2	$1,000	$191,688	$20,340	$213,028
3	$1,000	$191,611	$20,686	$213,297
4	$1,000	$191,535	$21,037	$213,572
5	$1,000	$191,458	$21,395	$213,853
6	$47,000	$116,232	$21,759	$184,991
7	$49,000	$114,051	$22,129	$185,180
8	$51,000	$111,778	$22,505	$185,282
9	$54,000	$109,411	$22,887	$186,299
10	$57,000	$106,906	$23,277	$187,182
11	$59,000	$104,261	$23,672	$186,933
12	$62,000	$101,523	$24,075	$187,598
13	$65,000	$98,646	$24,484	$188,130
14	$68,000	$95,630	$24,900	$188,531
15	$72,000	$92,475	$25,323	$189,799
16	$75,000	$89,134	$25,754	$189,888
17	$79,000	$85,654	$26,192	$190,846
18	$83,000	$81,989	$26,637	$191,626
19	$87,000	$78,138	$27,090	$192,227
20	$92,000	$74,101	$27,550	$193,651
21	$222,000	$69,832	$28,019	$319,851
22	$233,000	$59,531	$28,495	$321,026
23	$244,000	$48,720	$28,980	$321,700
24	$256,000	$37,398	$29,472	$322,871
25	$269,000	$25,520	$29,973	$324,493
26	$281,000	$13,038	$30,483	$324,521
Total	**$2,510,000**	**$2,672,026**	**$647,114**	**$5,829,139**

[1]The principal and interest amounts represent the debt service requirements of the Reimbursement Agreement for the Phase #5 Improvements. The interest is calculated using an interest rate of 7.64% per annum for years 1 to 5 and 4.64% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

APPENDIX L
PHASE #6 ASSESSMENT ROLL

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Appendix L
Phase #6 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**83.22**
Assessment	**$5,967,861**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$1,000	$522,188	$40,000	$563,188
2	$1,000	$522,100	$40,800	$563,900
3	$1,000	$522,013	$41,616	$564,629
4	$1,000	$521,925	$42,448	$565,374
5	$1,000	$521,838	$43,297	$566,135
6	$86,000	$342,864	$44,163	$473,028
7	$90,000	$337,919	$45,046	$472,966
8	$94,000	$332,744	$45,947	$472,692
9	$98,000	$327,339	$46,866	$472,206
10	$103,000	$321,704	$47,804	$472,508
11	$108,000	$315,782	$48,760	$472,542
12	$114,000	$309,572	$49,735	$473,307
13	$119,000	$303,017	$50,730	$472,747
14	$126,000	$296,174	$51,744	$473,919
15	$132,000	$288,929	$52,779	$473,709
16	$139,000	$281,339	$53,835	$474,174
17	$146,000	$273,347	$54,911	$474,258
18	$147,861	$264,952	$56,010	$468,823
19	$273,000	$256,450	$57,130	$586,580
20	$288,000	$240,753	$58,272	$587,025
21	$303,000	$224,193	$59,438	$586,630
22	$320,000	$206,770	$60,627	$587,397
23	$337,000	$188,370	$61,839	$587,209
24	$356,000	$168,993	$63,076	$588,068
25	$375,000	$148,523	$64,337	$587,860
26	$396,000	$126,960	$65,624	$588,584
27	$417,000	$104,190	$66,937	$588,127
28	$440,000	$80,213	$68,275	$588,488
29	$465,000	$54,913	$69,641	$589,553
30	$490,000	$28,175	$71,034	$589,209
Total	**$5,967,861**	**$8,434,250**	**$1,622,723**	**$16,024,834**

[1]The principal and interest amounts represent the debt service requirements of the Reimbursement Agreement for the Phase #6 Improvements. The interest is calculated using an interest rate of 8.75% per annum for years 1 to 5 and 5.75% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Ordinance (Mustang Lakes Phase #6 – PID Levy Ordinance)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Series 2022 Certificates of Obligation - $70M

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 2022", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. (Bromiley)

Background Information:
The intention to issue certificates of obligation in the maximum principal amount of $70,000,000 for the purpose of paying contractual obligations to be incurred for (I) renovating, improving and equipping existing buildings or facilities, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iii) designing, constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles therefor, (iv) 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, (v) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor and (vi) professional services rendered in connection therewith. The funds will be evenly distributed between general services projects and water wastewater projects.

On Tuesday, April 12th, City Council approved the Notice of Intent to issue $70M. The City completed the publication requirement, in addition to completing the credit rating meetings with Moody's Investors Service and S&P Global Ratings.

The Certificates of Obligation, Series 2022 reconfirm from Moody's Investors Service an assigned rating of 'Aa3'. S&P Global Ratings assigned its 'AA'/ Stable rating to the issue. The draft ordinance is attached. The sale is scheduled for June 14, 2022. A final ordinance and purchase agreement will be provided with the bond documents.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
Issuance of Certificates of Obligation Bonds in the amount of $70 million. With funds evenly distributed between general service projects and water wastewater projects.

Legal Review:
Bond Counsel

Supporting Documents:
Celina CO 2022 - Draft Ordinance
Celina CO 2022 - Draft Purchase Agreement

Staff Recommendation:
Approval

ORDINANCE NO. 2022-__

AN ORDINANCE authorizing the issuance of "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022"; 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 a Purchase 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 $70,000,000 for the purpose of paying contractual obligations to be incurred for (i) renovating, improving and equipping existing buildings or facilities, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iii) designing, constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles therefor, (iv) 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, (v) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor and (vi) 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 April 25, 2022 and May 2, 2022, 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

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OF OBLIGATION, SERIES 2022" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) renovating, improving and equipping existing buildings or facilities, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iii) designing, constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles therefor, (iv) 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, (v) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor and (vi) 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 June 15, 2022 (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 (%)
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		

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

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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, 2023 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.

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

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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, 2032 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, 2031, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

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) **[**Mandatory Redemption. The Certificates a having Stated Maturity of September 1, 2038 (collectively, the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

Term Certificates due September 1, 20__

Redemption Date	Principal Amount ($)
September 1, 20__	_____
September 1, 20__ (maturity)	_____

At least forty-five (45) days prior to the mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates to be redeemed on the next following February 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificate not selected for prior redemption shall be paid on the date of its Stated Maturity.

The principal amount of the Term Certificates required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.**]**

(d) 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

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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.

(e) 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 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

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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 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

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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 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

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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 2022

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
June 15, 2022	_____%	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 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, 2023, 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

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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) renovating, improving and equipping existing buildings or facilities, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iii) designing, constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles therefor, (iv) 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, (v) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor and (vi) 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 the date hereinafter identified (collectively, the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

Term Certificates due September 1, 20__

Redemption Date	Principal Amount ($)
September 1, 20__	_____
September 1, 20__ (maturity)	_____

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like stated maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of

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such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.**]**

The Certificates maturing on and after September 1, 2032 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, 2031 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

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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 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

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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.

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)

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(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.

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 TRUST COMPANY 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.

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(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 $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2022

Certificate Date: June 15, 2022

Registered Owner: _____

Principal Amount: _____

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, 2023, 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

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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.

(b) The term "Certificates" shall mean the "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022" 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.

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(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.

(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 2022 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

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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.

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.

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(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 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.

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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, the "City of Celina, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2021A" (the "Series 2021A 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 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 Series 2021A Certificates 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

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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 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

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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 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.

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"*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 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

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(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.

(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

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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.

(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. The Certificates authorized by this Ordinance have been and are hereby sold to Raymond James & Associates, Inc., BOK Financial Securities, Inc. and UMB Bank, N.A. (herein collectively referred to as the "Purchasers") in accordance with the Purchase Agreement dated June 14, 2022 (the "Purchase Agreement"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute the Purchase Agreement for and on behalf of the City and as the act and deed of this City Council, and in regard to the approval and execution of the Purchase Agreement, the City Council hereby finds, determines and declares that the terms of the sale are in the best interests

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of the City and the representations, warranties and agreements of the City contained therein are true and correct in all material respects and shall be honored and performed by the City.

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 June 14, 2022, 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 Purchasers, 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 Purchasers.

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 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

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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.

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.

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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 2022, 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 2022, 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.

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

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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 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

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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.

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.

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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.

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 June 14, 2022.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

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EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

Attachment: CELINA CO 2022 - Ordinance updated 6.8 (Series 2022 Certificates of Obligation - $70M)

EXHIBIT B

PURCHASE AGREEMENT

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CITY OF CELINA, TEXAS
(A home rule municipality of the State of Texas located in Collin and Denton Counties)

$_____
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022

_____

PURCHASE AGREEMENT

_____

June __, 2022

Honorable Mayor and City Council
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "*Representative*"), acting on its own behalf and on behalf of the other underwriters listed on Schedule I hereto (collectively, the "*Underwriters*"), and not acting as a fiduciary or agent for the City of Celina, Texas (the "*Issuer*"), offers to enter into the following agreement (the "*Agreement*") with the Issuer which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 10:00 p.m., Central Time, on June __, 2022, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered by the Representative to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Ordinance (as defined herein) or in the Official Statement (as defined herein).

1. ***Purchase and Sale of the Certificates.*** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's $_____Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2022 (the "*Certificates*"). The Issuer acknowledges and agrees that (i) the purchase and sale of the Certificates pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriters are and have been acting solely as principals and are not acting as the agents or fiduciaries of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriters

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have provided other services or are currently providing other services to the Issuer on other matters) and the Underwriters have no obligation to the Issuer with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate, and (v) the Underwriters have financial and other interests that differ from those of the Issuer. The Representative has been duly authorized to act on behalf of itself and the Underwriters to execute this Agreement and to act hereunder.

The principal amount of the Certificates to be issued, the dated date therefor, and the maturities, redemption provisions and interest rates per annum are set forth in Schedule II hereto.

The Certificates shall be as described in, and shall be issued and secured under and pursuant to the provisions of the ordinance (the "Certificate Ordinance") authorizing the issuance of the Certificates adopted by the City Council of the Issuer (the "*City Council*") on June 14, 2022.

The purchase price for the Certificates shall be $_____ (representing the par amount of the Certificates, plus an original issue reoffering premium of $_____, and less an underwriting discount of $_____), and no accrued interest.

The Representative has delivered to the Issuer the Representative's good faith deposit in the amount of $643,150 (the "*Good Faith Deposit*") in the form of (i) a corporate check payable to the order of the Issuer or (ii) a wire transfer of immediately available funds to an account specified by the Issuer. In the event the Issuer accepts this Agreement, the Good Faith Deposit shall be held by the Issuer until the time of Closing (as defined herein), at which time the Good Faith Deposit shall be returned to the Representative or applied as a credit against the purchase price of the Certificates, as the Issuer and the Representative shall mutually agree. In the event that the Issuer does not accept this Agreement, the Good Faith Deposit shall be immediately returned to the Representative; In the event of the failure by the Issuer to deliver the Certificates at the Closing, or if the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Agreement, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Agreement, the Good Faith Deposit shall be returned promptly to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase and accept delivery of the Series Certificates as herein provided, the Good Faith Deposit shall be retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Sections 8 and 10 hereof, no party shall have any further rights against the other hereunder. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this Agreement shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters for their failure to purchase, accept delivery of and pay for the Certificates. In the event the Good Faith Deposit is provided in the form of a check, the Representative hereby agrees not to stop or cause payment on such check to be stopped unless the Issuer has breached

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the terms of this Agreement and the Underwriters have exercised their right to terminate this Agreement under Section 7 hereof.

The Underwriters hereby represent and warrant that each of them is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Underwriters are not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

2. *Public Offering and Establishment of Issue Price.*

(a) *Public Offering*. The Underwriters agree to make a *bona fide* public offering of all of the Certificates at prices not to exceed the public offering prices set forth on page ii of the Official Statement and may, subject to the provisions of Section 2(b) hereof, subsequently change such offering prices or yields without any requirement of prior notice. Subject to the provisions of Section 2(b) hereof, after the initial public offering, the Underwriters may offer and sell Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower (or yields greater) than the public offering prices or yields stated on page ii of the Official Statement. The Representative shall, at or before closing, execute and deliver to Norton Rose Fulbright US LLP, Dallas, Texas ("*Bond Counsel*"), an 'issue price' or similar certificate for the Certificates, together with the supporting pricing wires or equivalent communications, prepared by Bond Counsel and in substantially the form attached hereto as Exhibit A and in accordance with paragraph (b) below (the "*Issue Price Certificate*").

(b) *Establishment of Issue Price of the Certificates*. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Certificates apply:

(1) For purposes of this section, the following definitions apply:

(i) "*Public*" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Issue Price Underwriter or a Related Party to an Issue Price Underwriter,

(ii) "*Issue Price Underwriter*" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Certificates to the Public),

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(iii) a purchaser of any of the Certificates is a "*Related Party*" to an Issue Price Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "*Sale Date*" means the date of execution of this Agreement by all parties.

(2) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Certificates and shall execute and deliver to the Issuer at Closing the Issue Price Certificate, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the Initial Offering Price (as hereinafter defined) or prices to the Public of the Certificates. All actions to be taken by the Issuer under this section to establish the issue price of the Certificates may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor or to Bond Counsel.

(3) Except as set forth in Schedule II attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Certificates (the "*10% Test*") is sold to the Public as of the Sale Date as the issue price of that maturity. At or promptly after the execution of this Agreement, the Representative shall report to the Issuer the price or prices at which the Underwriters have sold to the Public each maturity of Certificates. Those maturities of the Certificates that do not satisfy the 10% Test as of the Sale Date will be identified in Schedule II and will be subject to the Hold-The-Offering-Price Rule (as hereinafter defined). For purposes of this Section, if Certificates mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Certificates.

(4) The Representative confirms that the Issue Price Underwriters have offered the Certificates to the Public on or before the date of this Agreement at the offering price or prices (the "*Initial Offering Price*"),

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or at the corresponding yield or yields, set forth in Schedule II attached hereto, except as otherwise set forth therein. Schedule II will set forth the maturities, if any, of the Certificates for which the 10% Test has not been satisfied as of the Sale Date (the "*Held Maturities*"). The Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply to the Held Maturities, which will allow the Issuer to treat the Initial Offering Price to the Public of each such maturity as of the Sale Date as the issue price of that maturity (the "*Hold-The-Offering-Price Rule*"). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Certificates, the Underwriters will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the Sale Date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Certificates to the Public at a price that is no higher than the Initial Offering Price to the Public

The Representative shall promptly advise the Issuer when the Underwriters have sold 10% of that maturity of the Certificates to the Public at a price that is no higher than the Initial Offering Price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

(5) The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Issue Price Underwriter to comply with the requirements for establishing issue price of the Certificates, including but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, as set forth in an agreement among the Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the Public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Certificates, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Issue Price Underwriter is a party to a retail or other third-party distribution agreement that was employed in connection with the initial sale of the Certificates to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Certificates, as set forth in the retail or other third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Issue Price Underwriter shall be

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solely liable for its failure to comply with its agreement regarding the Hold-The-Offering-Price Rule and that no Issue Price Underwriter shall be liable for the failure of any other Issue Price Underwriter, any dealer who is a member of a selling group or of any broker-dealer that is a party to a retail or other third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Certificates.

(6) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail or other third-party distribution agreement relating to the initial sale of the Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each Issue Price Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail or other third-party distribution agreement, as applicable, to (i) (A) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires, (B) to promptly notify the Representative of any sales of Certificates that, to its knowledge, are made to a purchaser who is a Related Party to an Issue Price Underwriter participating in the initial sale of the Certificates to the Public, and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Representative shall assume that each order submitted by the dealer or broker-dealer is a sale to the Public; and

(ii) any selling group agreement relating to the initial sale of the Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Certificates to the Public to require each broker-dealer that is a party to such third-party distribution agreement to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Representative or the dealer and as set forth in the related pricing wires.

The Representative acknowledges that sales of any Certificates to any person that is a Related Party to an Issue Price Underwriter shall not constitute sales to the Public for purposes of this section.

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3. *The Official Statement*.

(a) The Issuer previously has delivered, or caused to be delivered, to the Underwriters the Preliminary Official Statement dated June 7, 2022 (the "*Preliminary Official Statement*") in a "designated electronic format," as defined in Rule G-32 ("*Rule G-32*") of the Municipal Securities Rulemaking Board (the "*MSRB*"). The Issuer will prepare, or cause to be prepared, a final Official Statement relating to the Certificates, which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended (the "*Rule*"), (iii) in a "designated electronic format" and (iv) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Certificates, is herein referred to as the "*Official Statement*." Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities (which may be in electronic format) of the Preliminary Official Statement as the Representative deems reasonably necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared for use by the Underwriters in connection with the public offering, sale and distribution of the Certificates. The Issuer hereby represents and warrants that the Preliminary Official Statement has been deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(c) The Issuer hereby authorizes the Official Statement and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Certificates. The Issuer consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Certificates. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Agreement (but, in any event, not later than within seven (7) business days after the Issuer's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) the Official Statement which is complete as of the date of its delivery to the Underwriters. The Issuer shall provide the Official Statement, or cause the Official Statement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

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(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Certificates), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein, in light of the circumstances under which they were made, or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Underwriters with such information as the Representative may from time to time reasonably request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), either an amendment or a supplement to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, in light of the circumstances under which they were made, or necessary to make the statements therein not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("*DTC*") or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Representative hereby agrees to file the Official Statement (and any amendment or supplement to the Official Statement prepared in accordance with Section 3(d) above) with the MSRB through its Electronic Municipal Market Access ("*EMMA*") system on or before the date of the Closing. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. ***Representations, Warranties, and Covenants of the Issuer***. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

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(a) The Issuer is a home rule city duly created, organized and existing under the laws of the State of Texas (the "*State*"), including specifically Article XI, Section 5 of the State Constitution and the Issuer's Home Rule Charter (the "*Charter*"), and has full legal right, power and authority, and at the date of the Closing will have full legal right, power and authority, under the laws of the State, including particularly Chapter 271, Subchapter C, as amended and Texas Local Government Code Chapter 1502, as amended (together, "the *Act*"); the Charter; and the Ordinance: (i) to adopt the Certificate Ordinance and to enter into, execute and deliver this Agreement and the Continuing Disclosure Undertaking (as defined in Section 6(i)(3) hereof), and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Ordinance, and the Continuing Disclosure Undertaking are hereinafter referred to as the "*Issuer Documents*"), (ii) to sell, issue and deliver the Certificates to the Underwriters as provided herein, and (iii) to carry out and consummate the transactions described in the Issuer Documents and the Official Statement; and the Issuer has complied, and will at the Closing be in compliance in all material respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Certificate Ordinance and the issuance and sale of the Certificates, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Certificates and the Issuer Documents and (iii) the consummation by it of all other transactions described in the Official Statement and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement;

(c) The Issuer Documents will, upon execution and delivery thereof, constitute legal, valid and binding obligations of the Issuer subject to bankruptcy, insolvency, reorganization, moratorium, principles of sovereign immunity of political subdivisions and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Certificates when issued, delivered and paid for, in accordance with the Ordinance and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Ordinance and enforceable in accordance with their terms by mandamus or other relief permitted by law, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Certificates as aforesaid, the Ordinance will provide for the payment of the Certificates by the levy, assessment and collection of an ad valorem tax, within the legal limitations imposed by law upon all taxable property within the boundaries of the Issuer, sufficient to pay the principal of and interest on the Certificates when due, and the pledge (not to exceed $1,000) of the net revenues of the Issuer's waterworks and sewer system (the "*Pledged Revenues*") all as described in the Ordinance;

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(d) On the date hereof and on the date of Closing, the Issuer is not in material breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree that would have a material adverse effect upon the operations or financial condition of the Issuer; or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Certificates and/or the Issuer Documents and the adoption of the Certificate Ordinance and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the Issuer's ad valorem tax revenues and/or Pledged Revenues to be pledged to secure the Certificates, or under the terms of any such law, regulation or instrument, except as provided by the Certificates and the Ordinance;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Certificates have been duly obtained or will be obtained prior to Closing except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates;

(f) The Certificates and the Ordinance conform to the descriptions thereof contained in the Official Statement under the caption "THE CERTIFICATES;" the proceeds of the sale of the Certificates will be applied generally as described in the Official Statement under the caption "THE CERTIFICATES – Sources and Uses of Proceeds" and the Continuing Disclosure Undertaking conforms to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION";

(g) During the last five (5) years the Issuer has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with the Rule;

(h) Except as may otherwise be described in the Official Statement, on the date hereof and on the date of Closing, there is no litigation, action, suit,

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proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the levy and collection of ad valorem taxes or the assessment and collection of the Pledged Revenues, pledged to the payment of principal of and interest on the Certificates or in any way contesting or affecting the validity or enforceability of the Certificates or the Issuer Documents, or contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Certificates, the adoption of the Certificate Ordinance or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates or the Issuer Documents;

(i) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(j) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period", the Official Statement, as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(l) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Ordinance and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Certificates;

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(m) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriters, at the sole expense of the Underwriters, as the Representative may reasonably request (1) to (i) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriters may designate and (ii) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (2) to continue such qualifications in effect so long as required for the distribution of the Certificates (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(n) The financial statements of, and other financial information regarding, the Issuer in the Official Statement fairly present the financial position, results of operations and condition of the Issuer as of the dates and for the periods therein set forth; and there has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, since the dates of such statements and information;

(o) The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition or operations of the Issuer;

(p) Prior to the Closing, the Issuer will not offer or issue any, bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the ad valorem taxes or other revenues which will secure the Certificates, except as may be incurred in the ordinary course of business, without the prior approval of the Representative, such approval not to be unreasonably withheld;

(q) The Issuer, to the extent heretofore requested by the Representative in writing, has delivered to the Representative true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Certificates and, in each instance, true, correct, complete, and legible copies of all correspondence or other communications relating thereto;

(r) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein; and

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(s) The Issuer covenants that between the date hereof and the date of the Closing it will take no action which will cause the representations and warranties made in this Section to be untrue as of the date of the Closing.

By delivering the Official Statement to the Underwriters, the Issuer shall be deemed to have reaffirmed, with respect to such Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

5. ***Closing***.

(a) At 10:00 a.m., Central Time, on _____, 2022, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative (the "*Closing*"), the Issuer will, subject to the terms and conditions hereof, deliver the Certificates to the Representative or another mutually agreeable party such as the Paying Agent/Registrar (defined below), duly executed and authenticated, together with the other documents hereinafter mentioned and the Representative will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Certificates, as set forth in Section 1 of this Agreement, by a wire transfer, payable in immediately available funds, to the order of the Issuer. Payment for the Certificates as aforesaid shall be made at the offices of U.S. Bank Trust Company, National Association (the *"Paying Agent/Registrar"*), or such other place as shall have been mutually agreed upon by the Issuer and the Representative. The Initial Certificate shall be registered in the name of the Representative.

(b) Delivery of the Certificates in definitive form shall be made through DTC, utilizing the book-entry only form of issuance, and the Issuer, if it has not done so previously, agrees to enter into such agreements, including a "Letter of Representations," as may be required to allow for the use of such book-entry-only system. The definitive Certificates shall be delivered in fully registered form bearing CUSIP numbers without coupons with one certificate for each maturity of the Certificates, registered in the name of Cede & Co. and shall be made available at the offices of DTC (or, if the Certificates are to be held in safekeeping for DTC by the Paying Agent/Registrar pursuant to DTC's FAST system, at the office of the Paying Agent/Registrar) to the Representative at least one (1) business day before the Closing for purposes of inspection.

6. ***Closing Conditions***. The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Agreement to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall

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also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Certificates shall be in full force and effect and shall not have been amended, modified or supplemented, except as may be required by the Attorney General of Texas, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; (ii) the net proceeds of the sale of the Certificates and any funds to be provided by the Issuer shall be deposited and applied as described in the Official Statement and in the Ordinance; and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and counsel to the Underwriters to deliver their respective opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Certificates and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Certificate Ordinance shall have been duly adopted by the governing body of the Issuer, and the Issuer shall have duly executed and delivered and the Paying Agent/Registrar shall have duly authenticated the definitive Certificates;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that, in the reasonable judgment of the Representative, is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Certificates on the terms and in the manner described in the Official Statement;

(g) The Issuer shall not currently be in default with respect to the payment of principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Agreement shall be reasonably satisfactory in legal form and effect to the Representative; and

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(i) At or prior to the Closing, the Representative or counsel for the Underwriters shall have received a copy of each of the following documents:

(1) the Official Statement, and each supplement or amendment thereto, if any, as may have been agreed to by the Representative;

(2) a copy of the Certificate Ordinance, certified by the City Secretary of the Issuer as having been duly adopted by the Issuer and as being in full force and effect, with such supplements or amendments as may have been agreed to by the Representative or counsel to the Underwriters;

(3) the undertakings of the Issuer in the Ordinance which satisfies the requirements of section (b)(5)(i) of the Rule (collectively the "*Continuing Disclosure Undertaking*");

(4) the approving opinion of Bond Counsel with respect to the Certificates, in substantially the forms attached to the Official Statement;

(5) a supplemental opinion of Bond Counsel addressed to the Issuer and the Underwriters, substantially to the effect that:

(i) the Certificate Ordinance has been duly adopted by the and is in full force and effect;

(ii) the Certificates are exempted securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "*1933 Act*"), and the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*"), and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act or to qualify the Certificate Ordinance under the Trust Indenture Act; and

(iii) such firm has reviewed the information relating to the Certificates in the Official Statement under the captions or sub captions "THE CERTIFICATES" (exclusive of the sub captions "Book-Entry-Only System," "Certificate holder Remedies" and "Sources and Uses of Proceeds"), "TAX INFORMATION – Debt Tax Rate Limitation" "TAX MATTERS" and "CONTINUING DISCLOSURE OF INFORMATION" (exclusive of the sub caption "Compliance with Prior Undertakings") and the sub captions "Registration and Qualification of Certificates for Sale," "Legal Matters" (exclusive of the last sentence of the first paragraph thereunder thereof) and "Legal Investments and Eligibility to Secure Public Funds in Texas" under the caption "OTHER INFORMATION" in the Official Statement and such firm is of the opinion that the information relating to the Certificates and the legal issues contained under such captions and sub captions is an accurate and fair

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description of the laws and legal issues addressed therein and such information conforms to the Ordinance.;

(6) an opinion, dated the date of the Closing and addressed to the Underwriters, of counsel to the Underwriters, to the effect that:

(i) the Certificates are exempted securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act and the Ordinance need not be qualified under the Trust Indenture Act; and

(ii) based upon their participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel for the Underwriters and their participation at conferences at which the Preliminary Official Statement and the Official Statement were discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained therein, such counsel has no reason to believe that the Official Statement, as of its date and as of the date of the Closing, contained or contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its book-entry system, as to which no view is expressed);

(7) a certificate, dated the date of Closing, of an appropriate official of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) except as may otherwise be disclosed in the Official Statement, no litigation or proceeding against the Issuer is pending or, to the best of his or her knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the councilmembers, officers or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Certificates or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting ad valorem taxes and/or revenues, including for payments on the Certificates, pursuant to the Ordinance, or the levy or collection of the ad valorem taxes and/or revenues pledged to pay the principal of and interest on the Certificates, or the pledge thereof; (iii) all official action of the Issuer relating to the Official Statement, the Certificates and the Issuer Documents have been duly taken by the Issuer, are in full force and effect and have not been modified, amended,

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supplemented or repealed; (iv) to the best of his or her knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of Closing, does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (v) there has not been any material adverse change in the financial condition of the Issuer since September 30, 2021, the latest date as of which audited financial information is available;

(8) a certificate of the Issuer, dated the date of the Closing, of an appropriate official of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriters setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Certificates will be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code;

(9) the approving opinions of the Attorney General of the State of Texas and the registration certificates of the Comptroller of Public Accounts of the State of Texas in respect of the Certificates;

(10) any other certificates and opinions required by the Ordinance for the issuance thereunder of the Certificates;

(11) evidence satisfactory to the Representative that the Certificates have been assigned ratings of "AA" by S&P Global Ratings and "Aa3" by Moody's Investors Service, Inc., and that such ratings are in effect as of the date of Closing; and

(12) such additional legal opinions, certificates, instruments and other documents as the Representative, Bond Counsel, or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

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All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Representative.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 1 (with respect to the Good Faith Deposit), 4 and 8 hereof shall continue in full force and effect.

7. ***Termination***. The Underwriters shall have the right to cancel their obligation to purchase the Certificates if (as evidenced by a written notice to the Issuer terminating the obligation of the Underwriters to accept delivery of and pay for the Certificates), between the date of this Agreement and the Closing, the market price or marketability of the Certificates, or the ability of the Underwriters to enforce contacts for the sale of Certificates, shall be materially adversely affected, in the reasonable judgment of the Representative, by the occurrence of any one of the following events:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either Chamber of the Congress by any committee of such Chamber to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Certificates or the interest on the Certificates as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from

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registration under or other requirements of the 1933 Act or the Securities Exchange Act of 1934, as amended and then in effect, or that the Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as described herein or in the Official Statement or otherwise, is or would be in violation of any provision of the federal securities laws as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body in any state in which more than 15% of the Certificates have been sold shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so or a material disruption in commercial banking or securities settlement or clearances services shall have occurred;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriters;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon), or the validity or enforceability of the assessments or the levy of ad valorem taxes pledged to pay the principal of and interest on the Certificates;

(g) any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

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(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(i) there shall have occurred (whether or not foreseeable) any (i) new material outbreak of hostilities involving the United States (including, without limitation, an act of terrorism) or (ii) new material national or international calamity or crisis including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States;

(j) any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any published notice shall have been given of any intended review for possible downgrade, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations that are secured in a like manner as the Certificates (including the ratings to be accorded to the Certificates); and

(l) the purchase of and payment for the Certificates by the Underwriters, or the resale of the Certificates by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; provided, however, that such prohibition occurs after the date of this Agreement and is not caused by the intentional action, or failure to act, of the Underwriters.

With respect to the conditions described in subparagraphs (e) and (l) above, the Underwriters are not aware of any current law, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriters to invoke their termination rights hereunder.

8. *Expenses*.

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay or reimburse, if applicable, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Certificates, (ii) the fees and disbursements of Bond Counsel; (iii) the fees and disbursements of the Financial Advisor to the Issuer; (iv) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (v) the fees for bond ratings; (vi) the costs of preparing, printing and mailing the Preliminary Official Statement and the Official Statement; (vii) the fees and expenses of the Paying Agent/Registrar; (viii) advertising expenses (except any advertising expenses of the Underwriters as set forth below); (ix) the out-of-pocket, miscellaneous and

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closing expenses, including the cost of travel, of the officers and councilmembers of the Issuer; (x) the Texas Attorney General's transcript review fee; and (xi) any other expenses mutually agreed to by the Issuer and the Representative to be reasonably considered expenses of the Issuer which are incident to the transactions described herein.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Certificates; (iii) all other expenses incurred by them in connection with the public offering of the Certificates, including the fees and disbursements of counsel retained by the Underwriters, and (iv) other expenses incurred at the Underwriters' discretion (including, but not limited to, travel, lodging, meals, entertainment, deal mementos and similar expenses).

(c) The Issuer acknowledges that the Underwriters will pay from the underwriters' expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas ("*MAC*"), a non-profit corporation whose purpose is to collect, maintain and distribute information relating to the issuing entities of municipal securities. Employees of certain of the Underwriters serve on the Board of Trustees of the MAC.

9. ***Notices***. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to City of Celina, 142 N. Ohio Street, Celina, Texas 75009, Attention: Assistant City Manager; and, any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 5956 Sherry Lane, Suite 1900, Dallas, Texas 75225, Attention: Jim Buie.

10. ***Parties in Interest***. This Agreement as heretofore specified shall constitute the entire agreement between the Issuer and the Underwriters and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Certificates pursuant to this Agreement; and (iii) any termination of this Agreement.

11. ***Effectiveness***. This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

12. ***Choice of Law***. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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13. ***Severability***. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. ***Business Day***. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

15. ***Section Headings***. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. ***Counterparts***. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

17. ***No Personal Liability***. None of the members of the City Council, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

18. ***Entire Agreement***. This Agreement represents the entire agreement between the Issuer and the Underwriters with respect to the preparation of the Preliminary Official Statement and the Official Statement, the conduct of the offering, and the purchase and sale of the Certificates.

19. ***No Boycott of Israel***. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations

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specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

20. ***No Terrorist Organization***. Each of the Underwriters represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or Texas law and excludes each Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

21. ***No Discrimination Against Fossil-Fuel Companies***. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session ("SB 13")), Texas Government Code, as amended, each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by SB 13) by reference to Section 809.001, Texas Government Code (also as enacted by SB 13), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) of this Section 21.

22. ***No Discrimination Against Firearm Entities and Firearm Trade Associations***. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session ("SB 19")), Texas Government Code, as amended, each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely

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to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions,

(a) "discriminate against a firearm entity or firearm trade association," a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) "firearm entity," a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB 19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) "firearm trade association," a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

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23. ***Affiliate***. As used in Sections 19 through 22, each of the Underwriters understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with such Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

24. ***Attorney General Standing Letter***. Each Underwriter represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in Sections 19 through 22 of this Agreement in a form accepted by the Texas Attorney General. In addition, if any Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Underwriter receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), such Underwriter shall promptly notify the Issuer and Bond Counsel (if it has not already done so) and provide to the Issuer or Bond Counsel, two business days prior to Closing and additionally upon request by the Issuer or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the Issuer and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that such Underwriter (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail

25. ***Comptroller Verification Request***. Each of the Underwriters represents that neither it nor its parent company, a wholly-owned or majority-owned subsidiary or any other affiliate of such Underwriter has received a letter from the Texas Comptroller of Public Accounts pursuant to Section 809, Texas Government Code seeking verification that it does not boycott energy companies (a "Comptroller Letter").

26. ***Term of the Agreement***. Except for the representations and warranties designated as surviving the term of the Agreement, the term of this Agreement shall end on _____, 2022, the 25th day after the end of the underwriting period.

[*Signature Page Follows.*]

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Representative. This Agreement shall become a binding agreement between the Issuer and the Underwriters when at least the counterpart of this Agreement shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RAYMOND JAMES & ASSOCIATES, INC., as Representative

By:_____
Name:_____
Title:_____

ACCEPTED at _____ [a.m./p.m.] central time this _____ day of _____, 2022.

CITY OF CELINA, TEXAS

By:_____
Name:_____
Title: _____

Schedule I – List of Underwriters
Schedule II – Schedule of Terms
Exhibit A – Form of Issue Price Certificate

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

SCHEDULE I
LIST OF UNDERWRITERS

Raymond James & Associates, Inc.

BOK Financial Securities, Inc.

UMB Bank, N.A.

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

SCHEDULE II

$_____
City of Celina, Texas
Tax and Waterworks and Sewer System (Limited Pledge) Revenue
Certificates of Obligation, Series 2022

Interest Accrues From: Date of Delivery

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield[(a)]

_____

(a) The initial reoffering prices or yields of the Certificates are furnished by the Underwriters and represent the initial offering prices or yields to the public, which may be changed by the Underwriters at any time; subject, however, to the provisions of the Agreement to which this Schedule is attached.

(b) The Certificates stated to mature on and after September 1, 20__, are subject to optional redemption, in whole or in part, prior to maturity on September 1, 20__, or any date thereafter at the par value thereof plus accrued interest to the date fixed for redemption.

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

$_____

CITY OF CELINA, TEXAS TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022

The undersigned, on behalf of RAYMOND JAMES & ASSOCIATES, INC., as representative (the "*Representative*") of the underwriters (the "*Underwriting Group*"), of the above captioned obligations (the *"Certificates*") of the CITY OF CELINA, TEXAS (the *Issuer*), hereby certifies as set forth below with respect to the sale and issuance of the Certificates. The Representative has implemented processes and procedures internally and among the Underwriting Group to obtain the information necessary to make the certifications made in this Certificate. Accordingly, the certifications herein made are based upon the information available to and obtained by the Representative through these processes and procedures.

Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

Initial Offering Price of the Hold-the-Offering-Price Maturities.

The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule B.

As set forth in the Bond Purchase Agreement, the Underwriting Group agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.

Defined Terms.

General Rule Maturities means those Maturities of the Certificates listed in Schedule A hereto as the "General Rule Maturities."

Hold-the-Offering-Price Maturities means those Maturities of the Certificates listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Representative sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

Maturity means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is June 14, 2022.

Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Certificates and with respect to compliance with the federal income tax rules affecting the Certificates, and by Norton Rose Fulbright US LLP in connection with rendering their opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates.

Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Representative is not engaged in the practice of law. Accordingly, the Representative makes no representation as to the legal sufficiency of the factual matters set forth herein.

[*The remainder of this page left intentionally blank.*]

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Name:
_____

Title: _____

Dated: _____

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

Signature page to the Issue Price Certificate pertaining to the "CITY OF CELINA, TEXAS TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022"

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached)*

GENERAL RULE MATURITIES

HOLD-THE-OFFERING-PRICE MATURITIES

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(*Attached*)

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Glasgow, Director of Engineering
Date:	June 14, 2022
Re:	Downtown Overflow Parking Lots, R40

Action Requested:
Consider and act to award bid 2022-0153 for the Downtown Overflow Parking Lot project at the unit prices listed to Greeniverse Construction LLC., in an amount not to exceed $862,122.43. (Berry)

Background Information:
On May 27, 2022 the City received responses to bid 2022-0153 for the Downtown Overflow Parking Lots. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two hundred sixty-three vendors were notified. Two No-Bids and three responses were received.

An initial review was completed by Purchasing and forwarded to staff and the engineer of record. The engineer reviewed the submittals and verified references.

Contract time is for 105 calendar days.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available from 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:
Tab Sheet

Staff Recommendation:
Award Bid # 2022-0153

				Greeniverse Construction		AUI Partners, LLC		GRod Construction, LLC	
				Total Price	$ 862,122.43	Total Price	$ 896,856.28	Total Price	$ 897,670.10
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	**BASE BID - ROAD ITEMS - OHIO PARKING LOT**								
1.1	Excavating Grading	1	LS	$ 39,471.92	$ 39,471.92	$ 38,784.64	$ 38,784.64	$ 48,000.00	$ 48,000.00
1.2	6 Inch Reinforced Concrete	1640	SY	$ 73.48	$ 120,507.20	$ 112.30	$ 184,172.00	$ 80.50	$ 132,020.00
1.3	2 inch HMAC Type D	110	SY	$ 18.60	$ 2,046.00	$ 108.83	$ 11,971.30	$ 78.00	$ 8,580.00
1.4	6" Crushed Limestone Flexbase Material	1925	SY	$ 20.91	$ 40,251.75	$ 17.20	$ 33,110.00	$ 21.00	$ 40,425.00
1.5	Connect to Existing Pavement	128	SY	$ 76.76	$ 9,825.28	$ 140.76	$ 18,017.28	$ 16.00	$ 2,048.00
1.6	4 Inch Solid White Gore Stripe	1000	LF	$ 0.59	$ 590.00	$ 1.20	$ 1,200.00	$ 0.60	$ 600.00
1.7	Fire Lane Striping	616	LF	$ 0.53	$ 326.48	$ 1.90	$ 1,170.40	$ 1.00	$ 616.00
1.8	Accessible Symbol	2	EA	$ 82.16	$ 164.32	$ 79.85	$ 159.70	$ 150.00	$ 300.00
1.9	ADA Assessible Parking Sign	2	EA	$ 311.04	$ 622.08	$ 302.29	$ 604.58	$ 365.00	$ 730.00
1.10	Concrete Wheel Stops	2	EA	$ 99.77	$ 199.54	$ 96.96	$ 193.92	$ 100.00	$ 200.00
1.11	Sod	320	SY	$ 13.71	$ 4,387.20	$ 17.65	$ 5,648.00	$ 16.50	$ 5,280.00
1.12	4 Inch Reinforced Concrete Sidewalk	65	SY	$ 60.03	$ 3,901.95	$ 343.09	$ 22,300.85	$ 90.00	$ 5,850.00
1.13	ADA Ramp	3	EA	$ 1,913.68	$ 5,741.04	$ 1,140.72	$ 3,422.16	$ 1,200.00	$ 3,600.00
1.14	Lighting Assembly	2	EA	$ 2,230.03	$ 4,460.06	$ 3,992.54	$ 7,985.08	$ 8,500.00	$ 17,000.00
1.15	Tree Protection	1	EA	$ 117.37	$ 117.37	$ 228.14	$ 228.14	$ 450.00	$ 450.00
1.16	Silt Fence	585	LF	$ 2.06	$ 1,205.10	$ 2.34	$ 1,368.90	$ 2.50	$ 1,462.50
1.17	Stabilized Construction Entrance	1	EA	$ 2,640.83	$ 2,640.83	$ 1,882.20	$ 1,882.20	$ 2,800.00	$ 2,800.00
1.18	SWPPP	1	LS	$ 1,232.39	$ 1,232.39	$ 1,254.80	$ 1,254.80	$ 950.00	$ 950.00
1.19	Project Sign	1	EA	$ 1,408.44	$ 1,408.44	$ 2,281.45	$ 2,281.45	$ 600.00	$ 600.00
1.20	Landscaping	1	LS	$ 19,623.17	$ 19,623.17	$ 10,160.44	$ 10,160.44	$ 28,000.00	$ 28,000.00
1.21	Irrigation	1	LS	$ 18,779.20	$ 18,779.20	$ 11,179.10	$ 11,179.10	$ 22,000.00	$ 22,000.00
1.22	Electrical	1	LS	$ 11,150.15	$ 11,150.15	$ 43,347.54	$ 43,347.54	$ 30,000.00	$ 30,000.00
1.23	Removal of Existing Pavement	1	LS	$ 22,593.73	$ 22,593.73	$ 8,555.44	$ 8,555.44	$ 12,500.00	$ 12,500.00
					$ 311,245.20		$ 408,997.92		$ 364,011.50
2	**BASE BID - WATER ITEMS - OHIO PARKING LOT**								
2.1	1 Inch Irrigation Meter	27	LF	$ 277.00	$ 7,479.00	$ 422.49	$ 11,407.23	$ 650.00	$ 17,550.00
2.2	Irrigation Sleeves	120	LF	$ 49.30	$ 5,916.00	$ 20.68	$ 2,481.60	$ 8.00	$ 960.00
					$ 13,395.00		$ 13,888.83		$ 18,510.00
3	**BASE BID - ROAD ITEMS - LUMBERYARD PARKING LOT**								
3.1	Excavating & Grading	1	LS	$ 53,099.10	$ 53,099.10	$ 64,450.95	$ 64,450.95	$ 56,000.00	$ 56,000.00
3.2	2 inch HMAC Type D	3663	SY	$ 18.60	$ 68,131.80	$ 16.90	$ 61,904.70	$ 15.50	$ 56,776.50
3.3	6 Inch Crushed Limestone Flexbase	4030	SY	$ 20.91	$ 84,267.30	$ 16.32	$ 65,769.60	$ 21.00	$ 84,630.00
3.4	4 Inch Solid White Gore Stripe	2481	LF	$ 0.59	$ 1,463.79	$ 1.26	$ 3,126.06	$ 0.60	$ 1,488.60
3.5	Accessible Symbol	4	EA	$ 82.16	$ 328.64	$ 79.85	$ 319.40	$ 150.00	$ 600.00
3.6	ADA Assessible Parking Sign	4	EA	$ 311.04	$ 1,244.16	$ 302.29	$ 1,209.16	$ 365.00	$ 1,460.00
3.7	Concrete Wheel Stops	85	EA	$ 58.69	$ 4,988.65	$ 57.04	$ 4,848.40	$ 100.00	$ 8,500.00
3.8	Silt Fence	850	LF	$ 2.06	$ 1,751.00	$ 1.61	$ 1,368.50	$ 2.50	$ 2,125.00
3.9	Sod	1260	SY	$ 13.71	$ 17,274.60	$ 6.79	$ 8,555.40	$ 16.50	$ 20,790.00
3.10	Stabilized Construction Entrance	1	EA	$ 2,640.83	$ 2,640.83	$ 1,882.20	$ 1,882.20	$ 2,800.00	$ 2,800.00
3.11	SWPPP	1	LS	$ 1,232.39	$ 1,232.39	$ 1,140.72	$ 1,140.72	$ 950.00	$ 950.00
3.12	Solar Powered Lights	2	EA	$ 2,669.51	$ 5,339.02	$ 4,562.90	$ 9,125.80	$ 3,500.00	$ 7,000.00
3.13	Project Sign	1	EA	$ 1,408.44	$ 1,408.44	$ 2,281.45	$ 2,281.45	$ 600.00	$ 600.00
					$ 243,169.72		$ 225,982.34		$ 243,720.10
4	**BASE BID - ROAD ITEMS - FIRE STATION PARKING LOT**								

Attachment: Bid Tabulation by Line (Downtown Overflow Parking Lots, 2022-0153)

4.1	Excavating & Grading	1	LS	$	54,134.89	$	54,134.89	$	75,287.83	$	75,287.83	$	55,000.00	$	55,000.00
4.2	2 inch HMAC Type D	3800	SY	$	18.60	$	70,680.00	$	16.41	$	62,358.00	$	15.50	$	58,900.00
4.3	6 Inch Crushed Limestone Flexbase	4190	SY	$	20.91	$	87,612.90	$	15.62	$	65,447.80	$	21.00	$	87,990.00
4.4	4 Inch Solid White Gore Stripe	2025	LF	$	0.59	$	1,194.75	$	1.47	$	2,976.75	$	0.60	$	1,215.00
4.5	Accessible Symbol	2	EA	$	82.16	$	164.32	$	79.85	$	159.70	$	150.00	$	300.00
4.6	ADA Assessible Parking Sign	4	EA	$	311.04	$	1,244.16	$	302.29	$	1,209.16	$	365.00	$	1,460.00
4.7	Concrete Wheel Stops	84	EA	$	99.77	$	8,380.68	$	93.50	$	7,854.00	$	100.00	$	8,400.00
4.8	Silt Fence	940	LF	$	2.06	$	1,936.40	$	1.46	$	1,372.40	$	2.50	$	2,350.00
4.9	Sod	2039	SY	$	13.71	$	27,954.69	$	4.20	$	8,563.80	$	16.50	$	33,643.50
4.10	Stabilized Construction Entrance	1	EA	$	2,640.83	$	2,640.83	$	1,882.20	$	1,882.20	$	2,800.00	$	2,800.00
4.11	SWPPP	1	LS	$	1,232.39	$	1,232.39	$	1,140.72	$	1,140.72	$	950.00	$	950.00
4.12	Project Sign	1	EA	$	1,408.44	$	1,408.44	$	2,281.45	$	2,281.45	$	600.00	$	600.00
						$	258,584.45			$	230,533.81			$	253,608.50
5	**BASE BID - DRAINAGE ITEMS - FIRE STATION PARKING LOT**														
5.1	12 Inch Reinforced Concrete Pipe	90	LF	$	159.63	$	14,366.70	$	136.89	$	12,320.10	$	118.00	$	10,620.00
5.2	12 Inch Type C Headwalls	4	EA	$	5,340.34	$	21,361.36	$	1,283.32	$	5,133.28	$	1,800.00	$	7,200.00
						$	35,728.06			$	17,453.38			$	17,820.00
	Grand Total					**$**	**862,122.43**			**$**	**896,856.28**			**$**	**897,670.10**

Attachment: Bid Tabulation by Line (Downtown Overflow Parking Lots, 2022-0153)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, Deputy City Secretary
CC:	Jason Laumer, City Manager
Date:	June 14, 2022
Re:	Elect Mayor Pro Tem & Deputy Mayor Pro Tem

Action Requested:
Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Field)

Background Information:
The City's Home Rule Charter provides for one of the City Councilmembers to be elected as Mayor Pro Tem and one to be elected as Deputy Mayor Pro Tem. These officers will perform the duties of the Mayor in the absence of the Mayor and/or Mayor Pro Tem, and shall be vested with all the powers and responsibilities belonging to the Mayor.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
none

Legal Review:
N/A

Supporting Documents:

Staff Recommendation:

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: Removals, Appointments and Reappointments to City Boards and Commissions

---

Action Requested:
Consider to provide direction to Staff concerning the evaluation of current City board and commission members and act on a resolution of the City Council of the City of Celina, Texas relating to removals, appointments and reappointments to City boards and commissions; and providing an effective date. (Satarino)

Background Information:
The City Manager received inquiries from Councilmembers requesting an evaluation of City board and commission members. In order to evaluate board and commission member qualifications and roles, Councilmembers recommended the removal of all current members. This action by Council would require all positions to be vacated and all seats of all boards and commissions be appointed in September 2022.

Currently, City board and commission members serve in staggered terms to ensure continuity and reduce the workload required by Staff and Council to appoint all members at once. Should Council approve the resolution, Staff would consider the removal of members as a vacancy; at which point Staff will fill the vacancy with the newly appointed member carrying-out the removed-members term. Boards and commissions shall continue to meet during the evaluation process and members' service shall end with the appointment of new members.

The City Attorney has recommended this resolution not apply to the Board of Adjustment (BOA). Local Government Code 211.008(b) provides that a BOA member can only be removed during their term for cause. Members may resign or be replaced at the end of a term but not mid-term, unless there is some act or omission that would compromise their ability to serve.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
City Attorney has reviewed the resolution.

Supporting Documents:
Appointment to City Boards and Commission Resolution.
Recommended Timeline

Staff Recommendation:
Staff recommends providing direction and acting on the resolution

CITY OF CELINA

RESOLUTION 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, PERTAINING TO REVIEW OF AND APPOINTMENTS TO CITY BOARDS AND COMMISSIONS; 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 and operating pursuant to the enabling legislation of the State of Texas and the Constitution of the State of Texas; and

WHEREAS, the Celina City Council has determined that the City should engage in an evaluation of its boards and commissions; and

WHEREAS, the Celina City Council desires current members to continue their service during such evaluation period; and

WHEREAS, the Celina City Council has determined that in order to evaluate their qualifications and roles it is necessary for current members of City boards and commission to reapply for their position.

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 City Manager is hereby authorized to facilitate the reapplication process referred to herein no later than September 30, 2022.

Section 3. That this Resolution shall not apply to the Board of Adjustment.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of June, 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field
Title: Deputy City Secretary

Attachment: 22.06.dy_Resolution_City Boards and Commissions (Removals, Appointments and Reappointments to City Boards and

APPROVED AS TO FORM:

_____

Lance Vanzant, City Attorney

Attachment: 22.06.dy_Resolution_City Boards and Commissions (Removals, Appointments and Reappointments to City Boards and

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: Appointment of City Advisory Board & Commission Liaisons

Action Requested:
Consider and act on a Resolution appointing City Council liaisons to City Advisory Boards and Commissions. (Satarino)

Background Information:
On March 15, 2022 City Council approved a resolution establishing a policy where councilmembers are appointed as liaisons to certain City Boards or Commissions. With two newly elected Councilmembers, Councilmember Anderson and Councilmember Steiner will no longer serve as liaisons to the Parks Board or the Special Events Advisory Committee, respectively. Staff recommends that Council appoint two Councilmembers to serve as liaisons in their place. The City Council liaison shall serve for a one-year time period ending with the appointment of a new board on September 12, 2023. The City Council liaison shall report to Council, as necessary,during a posted City Council meeting on the activities of the Board or Commission and shall report to the assigned Board or Commission, as applicable, on the activities of the City Council.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has reviewed the resolution.

Supporting Documents:
Resolution

Staff Recommendation:
Staff recommends for approval

CITY OF CELINA

RESOLUTION 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ESTABLISHING PROCEDURES FOR LIAISON APPOINTMENTS TO BOARDS AND COMMISSIONS; 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 and operating pursuant to the enabling legislation of the State of Texas and the Constitution of the State of Texas; and

WHEREAS, on March 15, 2022, Celina City Council approved a policy where council members are appointed as liaisons to certain City Boards or Commissions; and

WHEREAS, two Councilmembers will no longer serve as liaison to the Parks Board or Special Events Advisory Committee as a result of newly elected Councilmembers; and

WHEREAS, the Celina City Council will appoint new liaisons to the respective boards or commissions based upon availability, interest and expertise; and

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

Section 1. The City Council shall appoint a liaison to each of the following boards and commissions:

- Parks Board;
- Special Events Advisory Committee.

Section 2. The City Council liaison shall serve for a one-year time period ending with the appointment of a new board on September 12, 2023.

Section 3. The City Council liaison shall report to Council, as necessary,during a posted City Council meeting on the activities of the Board or Commission and shall report to the assigned Board or Commission, as applicable, on the activities of the City Council.

Section 4. If a liaison is not appointed to a particular Board or Commission or a liaison is absent from a meeting, this shall not affect the operation of the Board or Commission.

This Resolution shall take effect immediately upon passage.

Attachment: Appointment of Council Liaison Resolution (Appointment of City Advisory Board & Commission Liaisons)

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of _____, 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field
Deputy City Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, City Attorney

Attachment: Appointment of Council Liaison Resolution (Appointment of City Advisory Board & Commission Liaisons)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: June 14, 2022
Re: Recommendation of a member to the Regional Transportation Council

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Action Requested:
Motion to confirm the recommendation of a member to the Regional Transportation Council. (Satarino)

Background Information:
The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member. The Cities of Frisco, Prosper, Little Elm, The Colony, Celina, and Providence Village share a seat on the Regional Transportation Council. The RTC's Bylaws and Operating Procedures state that the person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in July of even-numbered years and shall be serving on one of the governing bodies they represent. Council may choose to keep the current representatives or appoint a new primary representative and/or alternate representative. All appointments, whether a reappointment or new appointment, must be received by June 30, 2022. Per the RTC Bylaws, the new two-year terms begin in July.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
City Attorney has reviewed the Resolution.

Supporting Documents:
Recommendation Resolution
RTC Letter to Mayor Terry
Demographics for 2018 RTC Bylaws

Staff Recommendation:
Staff recommend the approval of the recommendation resolution.

CITY OF CELINA

RESOLUTION 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPOINTING A COUNCIL MEMBER TO THE REGIONAL TRANSPORTATION COUNCIL; 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 and operating pursuant to the enabling legislation of the State of Texas and the Constitution of the State of Texas; and

WHEREAS, the Celina City Council is entitled to make a recommendation for the appointment of a Board member to the Regional Transportation Council.

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 City Celina Council recommends that _____ be appointed to the Regional Transportation Council.

Section 3. That this Resolution shall take effect immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of June, 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field
Title:_____

APPROVED AS TO FORM:

_____
Lance Vanzant, City Attorney

Attachment: 22.06.dy_Resolution_Regional Transportation Council Appointment (003) (Recommendation of a Member to the Regional

Regional Transportation Council

The Transportation Policy Body for the North Central Texas Council of Governments
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)

April 25, 2022

The Honorable Jeff Cheney
Mayor
City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

The Honorable Ray Smith
Mayor
Town of Prosper
P.O. Box 307
Prosper, TX 75078

The Honorable Curtis Cornelious
Mayor
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, TX 75068

The Honorable Richard Boyer
Mayor
City of The Colony
6800 Main St.
The Colony, TX 75056

The Honorable Sean Terry
Mayor
City of Celina
142 N. Ohio Street
Celina, TX 75009

The Honorable Linda Inman
Mayor
Town of Providence Village
1755 Main St.
Providence Village, TX 76227

Dear Mayors Cheney, Smith, Cornelious, Boyer, Terry and Inman:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation. Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member. The Cities of Frisco, Prosper, Little Elm, The Colony, Celina, and Providence Village share a seat on the Regional Transportation Council. The RTC's Bylaws and Operating Procedures state that the person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in July of even-numbered years and shall be serving on one of the governing bodies they represent. A table containing population and employment figures is enclosed. The Bylaws further state that in the spirit of integrated transportation planning, all cities within a city-only cluster are eligible to hold the RTC membership seat for the cluster, and the cities should strongly consider rotation of the seat among the entities within the respective cluster. Items to consider when contemplating seat rotation may include: 1) a natural break in a member's government service, such as the conclusion of an elected term, 2) a member's potential to gain an officer position or advance through the officer ranks, 3) a member's strong performance and commitment to transportation planning, or 4) the critical nature of a particular issue or project and its impact on an entity within the cluster.

An alternate member is the individual appointed to represent an entity or group of entities on the Regional Transportation Council in the absence of the primary member. The alternate member must be predetermined in advance of a meeting and will have voting rights in the absence of the primary

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http://www.nctcog.org/trans

Attachment: RTC Letter to Mayor Terry (Recommendation of a Member to the Regional Transportation Council)

member. An entity or group of entities may elect to appoint its alternate member(s) from a pool of eligible nominees. The same requirements apply to alternate members as to primary members. If a primary member is an elected official, then the alternate member must also be an elected official; if a primary member is a non-elected individual, then the alternate member can be either a non-elected individual or an elected official. Cities and/or counties within a cluster group are strongly encouraged to reflect diversity in their selections of primary and alternate members as well as membership rotation amongst the group depending on the qualifications of the appointees. A best practice for city-only clusters may be to appoint the alternate member from an eligible entity within the cluster that is not providing the primary member.

Your current primary representative on the RTC is John Keating, Councilmember, City of Frisco. Your current alternate representative is Ray Smith, Mayor, Town of Prosper. You may choose to keep your current representatives or appoint a new primary representative and/or alternate representative. **All appointments, whether a reappointment or new appointment, must be received by June 30, 2022.** Per the RTC Bylaws, the new two-year terms begin in July. Please email (VPruitt-Jenkins@nctcog.org), mail (P.O. Box 5888, Arlington, TX 76005-5888), or fax (817/640-3028) your correspondence to Vercie Pruitt-Jenkins of NCTCOG. Please note that your designations must be confirmed in writing by all entities included in this group. Once the appointments have been determined by weighted vote, confirmation of the primary and/or alternate member(s) will be provided to your group.

In addition, the Regional Transportation Council has established an Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to both primary and alternate RTC members, whether elected or non-elected. All RTC members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies. Please remind your representatives to be cognizant of these policies and codes.

Please contact Vercie Pruitt-Jenkins at VPruitt-Jenkins@nctcog.org or 817/608-2325 if you have any questions. We look forward to hearing from you

Sincerely,

Theresa M. Daniel, Ph.D., Chair
Regional Transportation Council
Commissioner, Dallas County

VPJ
Enclosure

cc: John Keating, Councilmember, City of Frisco (RTC Primary Member)
Harlan Jefferson, Town Manager, Town of Prosper
Jason Laumer, City Manager, City of Celina
Matt Mueller, Town Manager, Town of Little Elm
Troy Powell, City Manager, City of The Colony
George Purefoy, City Manager, City of Frisco
Brian D. Roberson, Town Manager, Town of Providence Village

Attachment: RTC Letter to Mayor Terry (Recommendation of a Member to the Regional Transportation Council)

APPENDIX A

2018 RTC Membership Structure

City	2018 Population	2014 Employment	Maximum of Population & Employment	Percent of Total Based on Maximum	Share of RTC Seat(s)	% of RTC Seat By Grouping	RTC Seats
City Membership							
Plano	281,390	274,623	281,390	4.51	1.171	**1.171**	**1**
McKinney	179,970	58,005	179,970	2.88	0.749		
Anna	13,690	534	13,690	0.22	0.057		
Princeton	10,560	1,645	10,560	0.17	0.044		
Fairview	9,520	1,968	9,520	0.15	0.040		
Melissa	9,580	1,325	9,580	0.15	0.040	**0.930**	**1**
Allen	96,870	39,278	96,870	1.55	0.403		
Lucas	7,710	2,101	7,710	0.12	0.032		
Wylie	49,500	19,940	49,500	0.79	0.206		
Rowlett	58,830	13,289	58,830	0.94	0.245		
Sachse	58,830	1,960	58,830	0.94	0.245		
Murphy	20,010	3,623	20,010	0.32	0.083	**1.215**	**1**
Frisco	172,940	74,099	172,940	2.77	0.720		
Prosper	22,650	3,077	22,650	0.36	0.094		
Little Elm	42,040	4,486	42,040	0.67	0.175		
The Colony	42,090	8,576	42,090	0.67	0.175		
Celina	13,090	1,820	13,090	0.21	0.054		
Providence Village	6,550	322	6,550	0.10	0.027	**1.246**	**1**
Dallas	1,286,380	1,126,984	1,286,380	20.60	5.356		
University Park	22,890	13,536	22,890	0.37	0.095		
Highland Park	8,520	5,272	8,520	0.14	0.035	**5.486**	**6**
Garland	236,030	101,932	236,030	3.78	0.983	**0.983**	**1**
Addison	15,760	66,566	66,566	1.07	0.277		
Richardson	110,140	130,960	130,960	2.10	0.545	**0.822**	**1**
Irving	237,490	288,487	288,487	4.62	1.201		
Coppell	41,100	42,084	42,084	0.67	0.175	**1.376**	**1**
Mesquite	143,350	61,034	143,350	2.30	0.597		
Balch Springs	24,660	6,183	24,660	0.39	0.103		
Seagoville	16,180	5,666	16,180	0.26	0.067		
Sunnyvale	5,540	5,155	5,540	0.09	0.023	**0.790**	**1**
Grand Prairie	189,430	84,554	189,430	3.03	0.789	**0.789**	**1**
Duncanville	39,470	16,227	39,470	0.63	0.164		
DeSoto	52,870	19,240	52,870	0.85	0.220		
Cedar Hill	47,480	16,201	47,480	0.76	0.198		
Lancaster	37,880	13,267	37,880	0.61	0.158		
Glenn Heights	11,680	1,114	11,680	0.19	0.049		
Hutchins	5,950	4,084	5,950	0.10	0.025	**0.813**	**1**
Carrollton	132,330	107,662	132,330	2.12	0.551		
Farmers Branch	31,590	78,393	78,393	1.26	0.326	**0.877**	**1**
Denton	130,990	76,474	130,990	2.10	0.545		
Sanger	8,400	4,287	8,400	0.13	0.035		
Corinth	21,030	6,429	21,030	0.34	0.088		
Lake Dallas	7,260	1,811	7,260	0.12	0.030	**0.698**	**1**
Lewisville	104,780	68,798	104,780	1.68	0.436		
Flower Mound	73,130	34,187	73,130	1.17	0.304		
Highland Village	15,540	5,396	15,540	0.25	0.065	**0.805**	**1**
Fort Worth	829,560	504,040	829,560	13.28	3.454	**3.454**	**3**
Arlington	383,950	212,737	383,950	6.15	1.598	**1.598**	**2**
N. Richland Hills	67,530	27,093	67,530	1.08	0.281		
Richland Hills	7,920	6,055	7,920	0.13	0.033		
Haltom City	42,740	23,793	42,740	0.68	0.178		
Watauga	23,610	5,813	23,610	0.38	0.098		
White Settlement	17,380	9,029	17,380	0.28	0.072		
River Oaks	7,310	1,880	7,310	0.12	0.030		
Lake Worth	4,730	6,125	6,125	0.10	0.025		
Westworth Village	2,620	1,097	2,620	0.04	0.011		
Saginaw	21,730	10,131	21,730	0.35	0.090		
Azle	12,140	4,554	12,140	0.19	0.051		
Sansom Park	5,050	857	5,050	0.08	0.021		
Keller	44,940	15,242	44,940	0.72	0.187	1.079	**1**
Grapevine	49,240	92,774	92,774	1.49	0.386		
Southlake	29,580	32,998	32,998	0.53	0.137		
Colleyville	25,010	10,358	25,010	0.40	0.104		
Westlake	1,380	6,360	6,360	0.10	0.026		
Trophy Club	11,370	1,173	11,370	0.18	0.047		
Roanoke	8,330	8,135	8,330	0.13	0.035		
Hurst	38,410	21,743	38,410	0.62	0.160		
Euless	55,170	20,205	55,170	0.88	0.230		
Bedford	48,600	30,660	48,600	0.78	0.202	**1.328**	**1**
Mansfield	65,660	31,353	65,660	1.05	0.273		
Benbrook	22,760	7,238	22,760	0.36	0.095		
Forest Hill	12,840	3,749	12,840	0.21	0.053		
Crowley	14,660	5,648	14,660	0.23	0.061		
Everman	6,090	1,766	6,090	0.10	0.025		
Kennedale	7,420	4,006	7,420	0.12	0.031	**0.539**	**1**
Total	6,021,400	4,009,266	6,245,137	100	26	26.000	
Allocation for City Seats					26		
Seat Threshold Based on Combined Higher of Population or Employment					240,198		
Resulting RTC City Seats						**RTC City Members**	**27**

Attachment: Demographics for 2018 RTC Bylaws (Recommendation of a Member to the Regional Transportation Council)

2018 RTC Membership Structure (Continued)

2018 Population by County Grouped By RTC Seats

County Membership	2018 Population		
Collin County	**969,730**		**1**
Dallas County	**2,529,150**		**2**
Denton County	**844,260**		**1**
Tarrant County	**1,989,810**		**2**
Ellis County	183,360		
Ennis	18,910		
Waxahachie	35,550		
Midlothian	30,400		
Red Oak	12,790		
Kaufman County	119,670		
Forney	20,280		
Kaufman	6,730		
Terrell	16,650		
Combined Ellis and Kaufman Population	**303,030**		**1**
Johnson County	168,890		
Burleson	44,860		
Cleburne	30,230		
Keene	6,290		
Joshua	6,770		
Hood County	65,060		
Granbury	9,520		
Combined Johnson and Hood Population	**233,950**		**1**
Hunt County	95,960		
Commerce	8,260		
Greenville	27,060		
Rockwall County	97,990		
Rockwall	43,750		
Heath	8,180		
Royse City	12,060		
Fate	13,240		
Combined Hunt and Rockwall Population	**193,950**		**1**
Parker County	131,210		
Weatherford	27,900		
Mineral Wells	16,790		
Wise County	62,700		
Decatur	6,600		
Bridgeport	6,150		
Combined Parker and Wise Population	**193,910**		**1**
County Membership Total		**RTC County Members**	**10**
DART			**1**
DCTA			**1**
FWTA			**1**
DFW Airport			**1**
TxDOT Dallas			**1**
TxDOT Fort Worth			**1**
NTTA			**1**
Transportation Providers		**RTC Transportation Provider Members**	**7**
Total Members		**Total RTC Members**	**44**

Data Based on NCTCOG 2018 Population Estimates and 2014 Employment Estimates

Attachment: Demographics for 2018 RTC Bylaws (Recommendation of a Member to the Regional Transportation Council)