CITY COUNCIL REGULAR MEETING
VIRTUAL MEETING
VIA ZOOM VIDEO CONFERENCE
TUESDAY, MAY 12, 2020
5:00 PM

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. National Public Works Week

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Update on Frontier Parkway from Dallas Parkway to Preston. (Brawner)

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

C. Staff Reports attached

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. 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 - Apr 14, 2020 5:00 PM

B. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, repealing ordinance No. 2020-19 (Disaster Declaration). (Vanzant)

C. Consider and act upon a resolution of the City of Celina, Texas, appointing Art Maldonado as judge of the Municipal Court of the City of Celina, Texas, setting the compensation of said judge, setting the term of office of said judge, and establishing authority in accordance with State laws and the Home Rule Charter of the City of Celina. (Tarrant)

D. Consider and act upon appointment of Bryan Poche to the Planning & Zoning Commission. (Tarrant)

E. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.04. (Noise Ordinance) (McAfee)

F. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 6: Health and Sanitation, Article 6.04. (Health Ordinance) (McAfee)

G. Consider and act to authorize the City Manager to execute a third amendment to the existing agreement by and among the City of Celina, Texas, the Board of Directors of Tax Increment Reinvestment Zone Number Two, City of Celina, CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC for the purpose of an amendment to an existing development agreement. (Creeks of Legacy Development Agreement Amendment) (Laumer)

H. Consider and act upon a resolution of the City of Celina, Texas, accepting a petition to create La Terra Public Improvement District, and calling for a public hearing. (DeBuff)

I. 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 denied; 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. (DeBuff)

J. Consider and act upon a resolution of the City of Celina, Texas determining the costs of Phase #3 improvements to be financed by the Creeks of Legacy Public Improvement District; approving an updated Preliminary Service Plan and Assessment Plan, including proposed Phase #3 assessment roll; directing the filing of the proposed Phase #3 assessment roll with the City Secretary; calling a regular meeting and noticing a public hearing for June 9, 2020 to consider an ordinance levying assessments on property located within the Creeks of Legacy Public Improvement District; directing the filing of the proposed Phase #3 assessment roll with the City Secretary to make available for public inspection; directing city staff to publish and mail notice of said public hearing. (DeBuff)

K. Consider and act upon a resolution of the City Council of the City of Celina approving the submission of a grant application by the Celina Police Department to the Office of the Governor, Criminal Justice Division for the Rifle Resistant Body Armor Grant, Grant Application #3964001. (Griggs)

L. Consider and act to authorize Change Orders 9, 11, and 12 with Hill & Wilkinson Construction Group for Library and modular building renovations in the amount of $253,145.85. (Berry)

M. Consider and act to authorize a work order 2020-0004 with Halff & Associates, Inc. for design services at Old Celina Park for the Playground Improvements, Project P13 in an amount not to exceed $173,500.00. (Berry)

N. Consider and act to award bid 2020-0032 for the Collin College Offsite Sewer to ANA Site Construction in an amount not to exceed $710,293.95 plus a ten percent contingency of $71,029.39 for a total of $781,323.34. (Berry)

O. Consider and act to award bid 2020-0031 for the Prosper Elementary School #12 for Traffic Markings/School Flashers to ALEKSANDER OMEGA LLC in an amount not to exceed $73,740.00 plus a ten percent contingency of $7,374.00 for a total of $81,114.00 and to reject Taurus Commercial, Inc. (Berry)

P. Consider and act to authorize work order 2020-0006 with Peloton Land Solutions for design services for Utah Drive & Cedar Street Storm Drain Improvements, Project D31 in an amount not to exceed $104,690.00. (Berry)

Q. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting forth its support for the FM 428 Task Force (Brawner)

R. Consider and act to authorize the City Manager to execute a Memorandum of Understanding (MOU) with Celina ISD for the use of the athletic fields at Celina Junior High for recreational activities (Brawner/Webb)

S. Consider and act upon a resolution of the City Council of the City of Celina hereinafter referred to as "Applicant", designating certain officials as being responsible for action for and on behalf of the "Applicant" in dealing with Collin County, hereinafter referred to as "County"; for the purpose of participating in the "County's" Parks and Open Space Project Funding Assistance Program. (Brawner)

T. Consider and act to authorize the purchase of WIFI Equipment and Services for the Downtown area in an amount not to exceed $71,509.76. (Berry)

VII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct the first of three public hearings to annex approximately 1077 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-03 Annexation First Public Hearing) (Mohan)

B. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning an approximately 6 acre tract of land from General Commercial (C-2) to Planned Development (PD) with Mixed-Use District (MU) base zoning, generally located approximately 700 feet west of Preston Road and approximately 1,400 feet north of Frontier Parkway, within the City Limits. (Avilla (The Grove) Expansion Planned Development) (McAfee)

C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning an approximately 100 acre tract of land, by repealing and replacing Planned Development (PD) No. 35 with a new Planned Development to allow for a master planned single-family residential development; generally located on the northwest corner of J. Fred Smith Parkway and Celina Parkway, within the City Limits. (La Terra Planned Development) (Mohan)

D. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning an approximately 2 acre tract of land from Agricultural District (AG) to Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning with the Preston Road Overlay District (PRO); generally located on the northwest corner of Preston Road and Carthage Road, within the City Limits. (Carthage 7-Eleven Planned Development) (Mohan)

E. The Celina City Council will conduct a public hearing to consider testimony and take action on an appealed Certificate of Appropriateness request for a façade mural at 222 W. Walnut, 302 W. Walnut, & 304 W. Walnut. (Nelson Hotel and EDC Mural - Appeal) (McAfee)

F. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Comprehensive Plan, Ordinance 2013-06; to amend the City's Master Thoroughfare documents and exhibits (Brawner)

G. The Celina City Council will hold a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas accepting and approving a Service and Assessment Plan and Neighborhood Improvement Area #3 assessment roll for the Wells North Public Improvement District; making a finding of special benefit to the property in Neighborhood Improvement Area #3 of the District; levying special assessments against property within Neighborhood Improvement Area #3 of the District and establishing a lien on such property; providing for the method of assessment and the payment of the Neighborhood Improvement Area #3 assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments. (DeBuff)

H. The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City of Celina, Texas authorizing and creating the Edgewood Creek Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. (DeBuff)

VIII. ACTION ITEM:

IX. EXECUTIVE SESSION:

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

A. Discussion regarding a resolution finding a public necessity exists to acquire real property for a City Hall and municipal facilities and authorizing the use of eminent domain to condemn real properties as tracts of land described as Block 13, Lot 12; Block 13, Lot 7a & 8a; Block 13, Lot 7b & 8b; Block 13, Lot 5a 6a; Block 13, Lot 5b & 6b; Block 13, Lot 3; Block 13, Lot 1a & 2a; and Block 13, Lot 1b & 2b located in the Celina Original Donation, located in the block bordered by N Colorado Dr,

W Maple St, N Ohio Dr, W Beech St; providing for an appraiser and negotiator as necessary; authorizing the City Manager to establish just compensation for the property rights to be acquired; authorizing the City Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and regulations including the exercise of the power of eminent domain; finding and determining that the meeting at which this resolution is passed was noticed and open to the

public as required; and providing an effective date.

B. Discussion regarding Municipal Utility District No. 1 appealing water and wastewater rates.

C. Discussion regarding potential annexations.

Reconvene Into Open Session

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

X. <u>ADJOURNMENT</u>:

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

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

_____ _____

Vicki Tarrant, TRMC Date Notice Removed

City Secretary, City of Celina, TX

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kim Brawner, Director of Engineering
CC:	Swapna Konda, Engineer
Date:	May 12, 2020
Re:	Update on Frontier Parkway - Preston to Dallas Parkway

Action Requested:
Update on Frontier Parkway from Dallas Parkway to Preston. (Brawner)

Background Information:
In May 2014, the City of Celina entered into an Interlocal Agreement with the Town of Prosper and Collin County to reconstruct Frontier Parkway from two lanes to four lanes. In July 2014, Celina City Council passed a resolution opposing the construction of a grade separated bridge over BNSF railroad. In April 2017, Celina City Council reversed its decision and passed a resolution supporting the construction of a grade separated bridge over BNSF railroad. In October 2018, Celina City Council agreed to fund the cost difference in design and construction of the grade separation to expedite the project.

As expected, the cost of the Frontier Parkway has increased over the course of the project design. Below is a summary of the cost increases (in millions of dollars):

- July 2014 = $16 M
- March 2017 = $22 M
- January 2018 = $18 M
- October 2018 = $20 M
- June 2019 = $28 M
- March 2020 = $33 M

Cost increase can be attributed to overall construction cost increases, the addition of a grade separation at the BNSF railroad and the increase in right of way costs. The City has secured an additional $1 million dollars from NCTCOG to cover the additional cost for the BNSF grade separation and the additional construction and ROW costs area being shared equally between the three partners.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

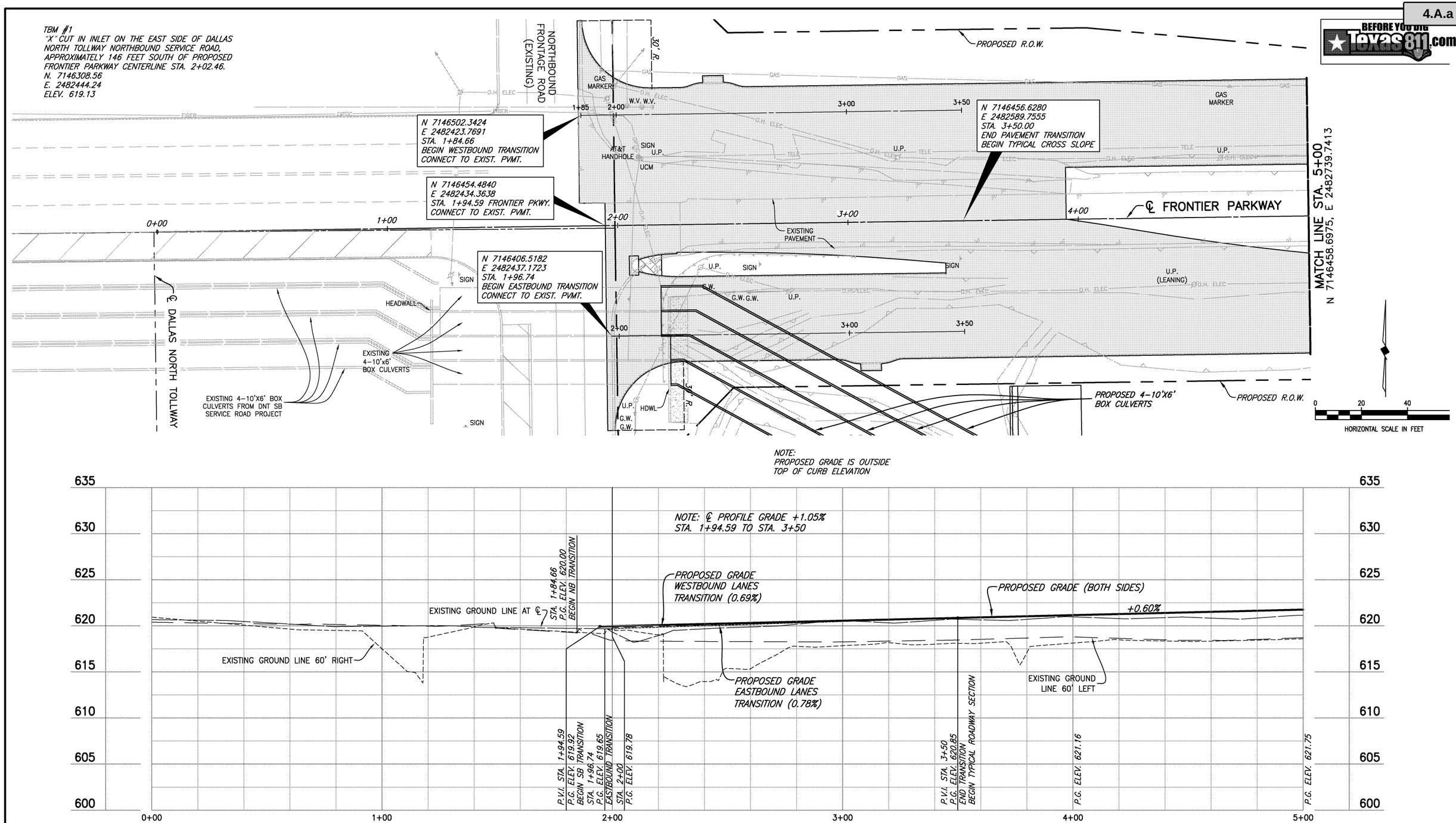
Financial Considerations:

Currently, the City of Celina has $3 million dollars allocated from the 2018 Bond Funds. The City has an additional funds allocated from Roadway Capital Fees, Roadway Impact Fees, and 2019 Bond Funds.

Legal Review:
N/A

Supporting Documents:
Cost Estimate
Paving Plans

Staff Recommendation:



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PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

JOE RICHARD CARTER
TEXAS P.E. NO. 64008
DATE: March 2020

COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 0+00 TO STA. 5+00

BHC PROJECT NO. 2016-137

SHEET NO.
P01

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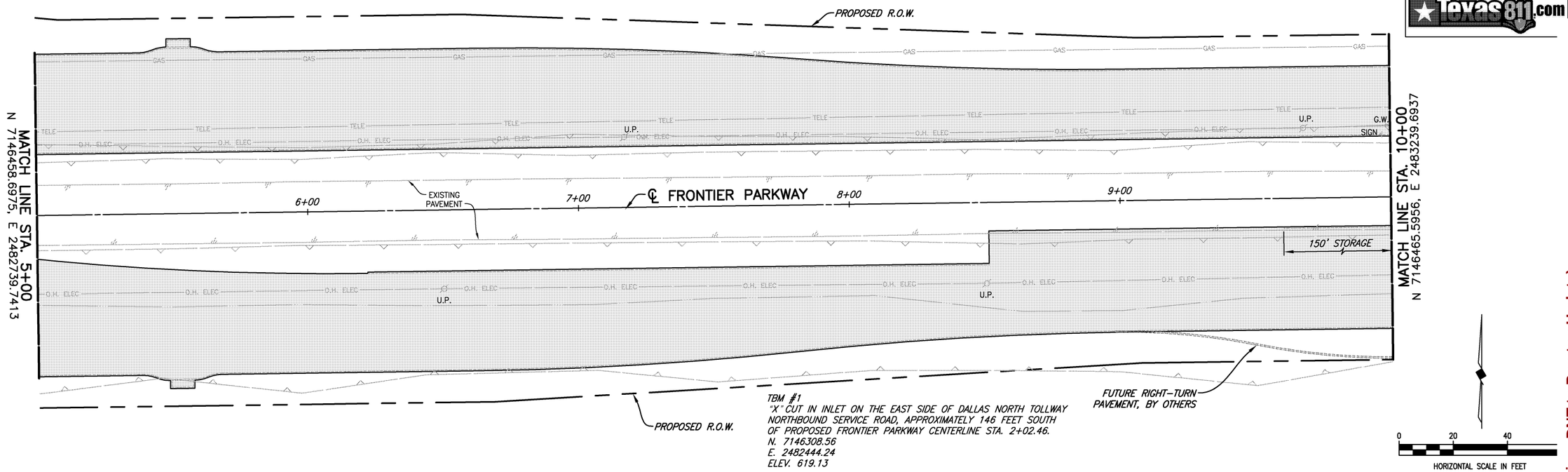

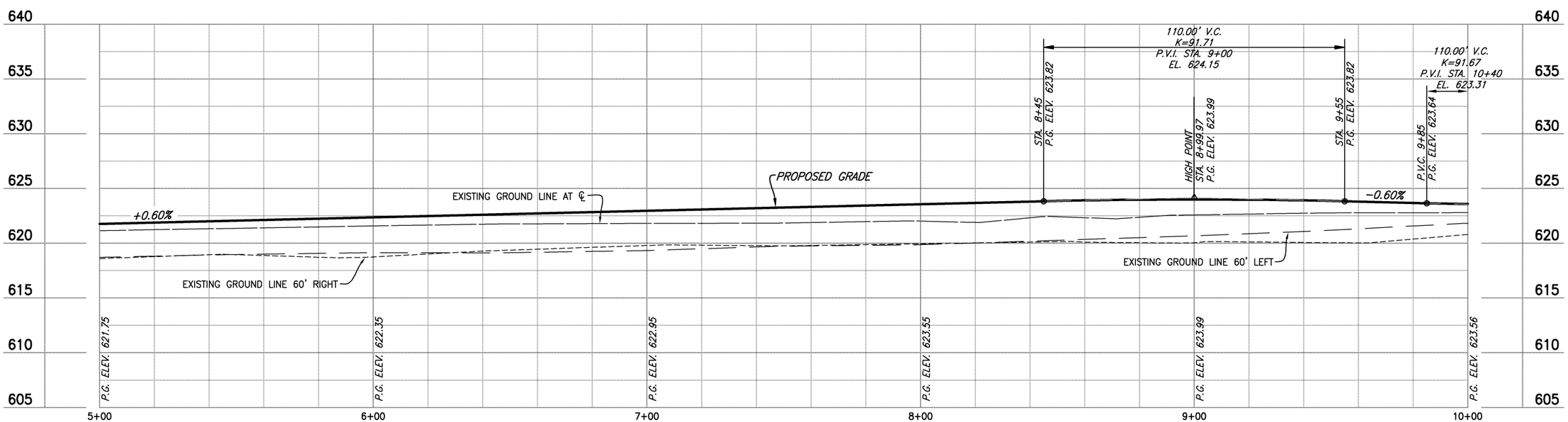

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STA. 5+00 TO STA. 10+00

BHC PROJECT NO. 2016-137

SHEET N

P02

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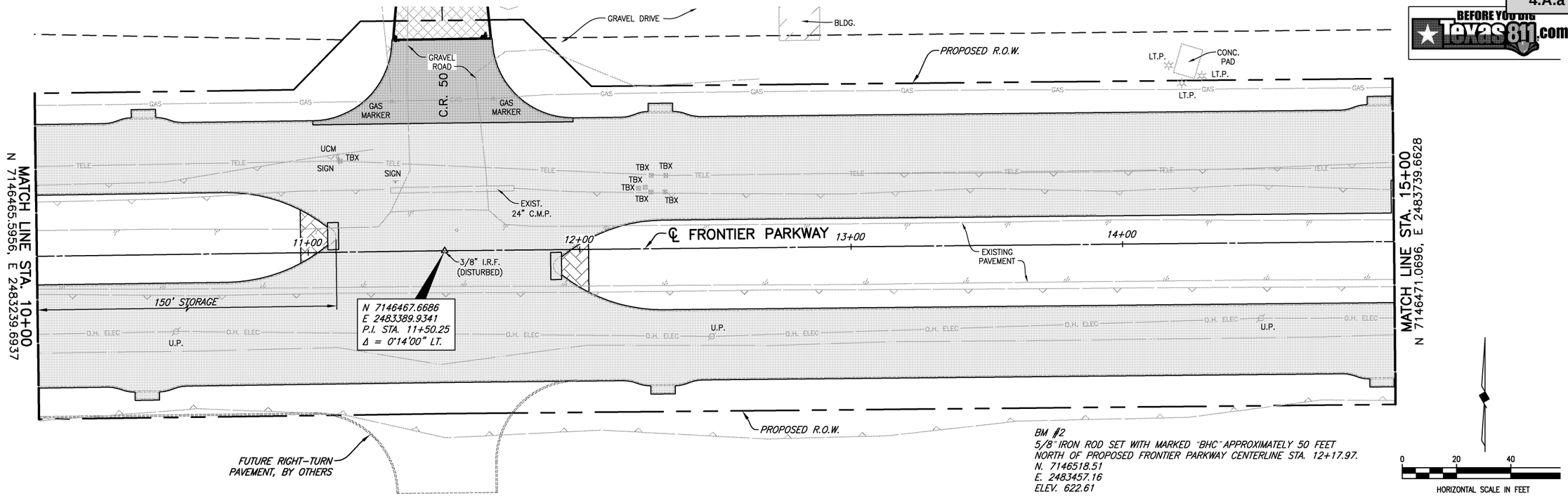

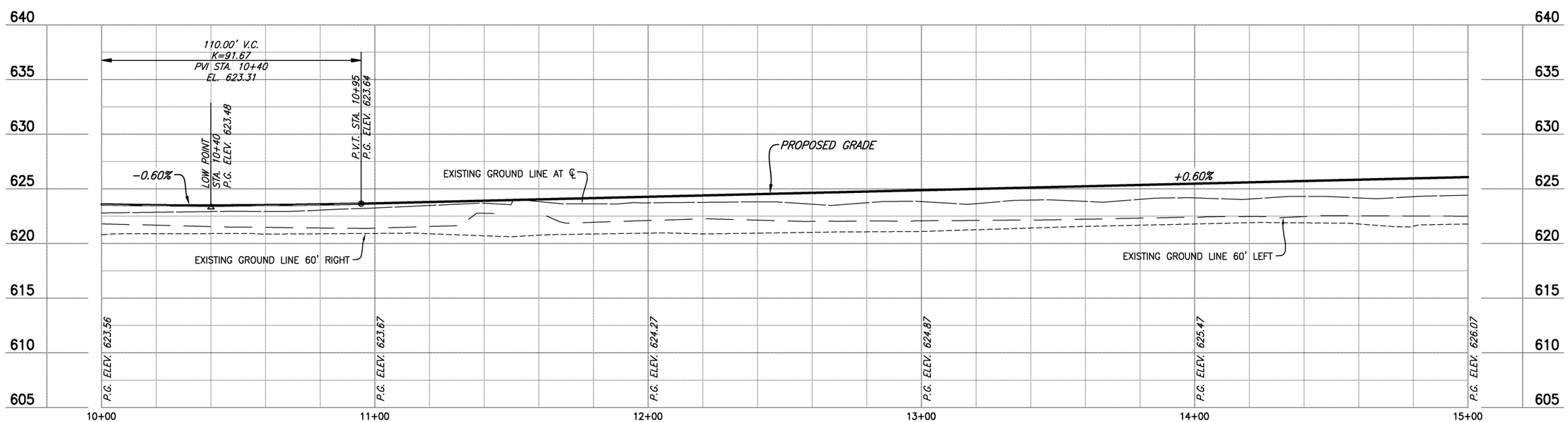

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FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 10+00 TO STA. 15+00

BHC PROJECT NO. 2016-137

SHEET N

P03

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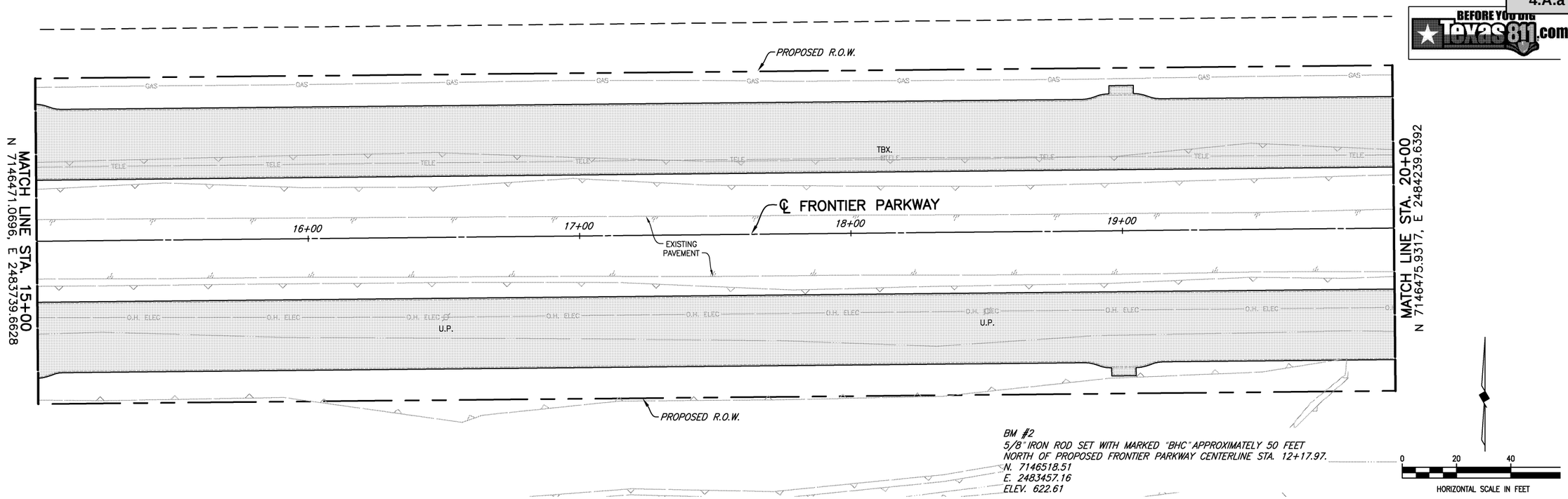
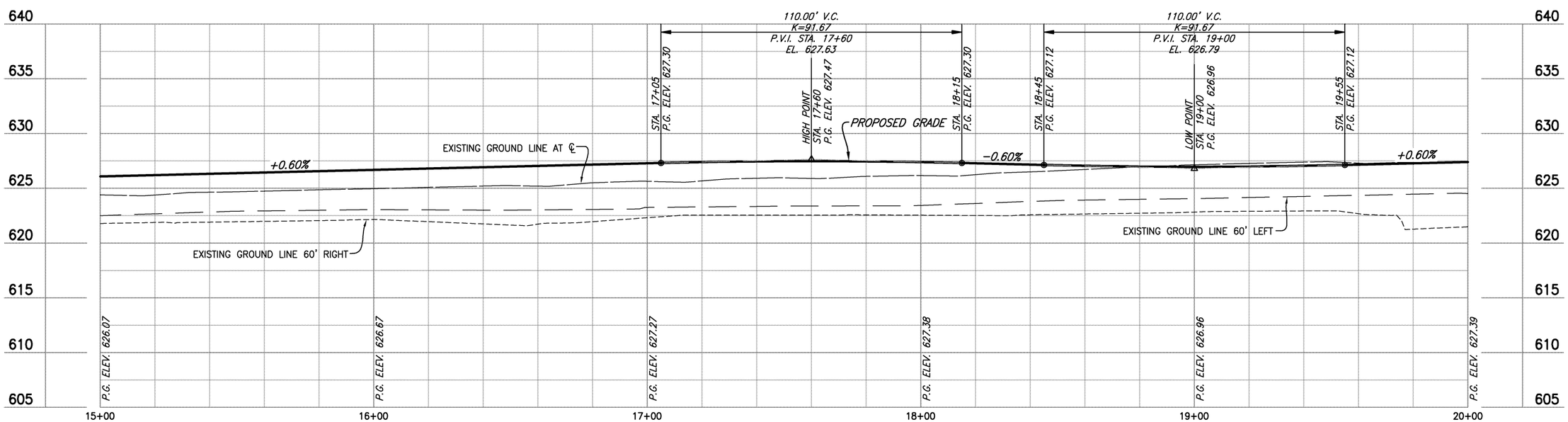
Attachment: PAVING PLAN-PROFILE (Frontier - DNT to Preston Update)





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COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 15+00 TO STA. 20+00

BHC PROJECT NO. 2016-137

SHEET NO.
P04

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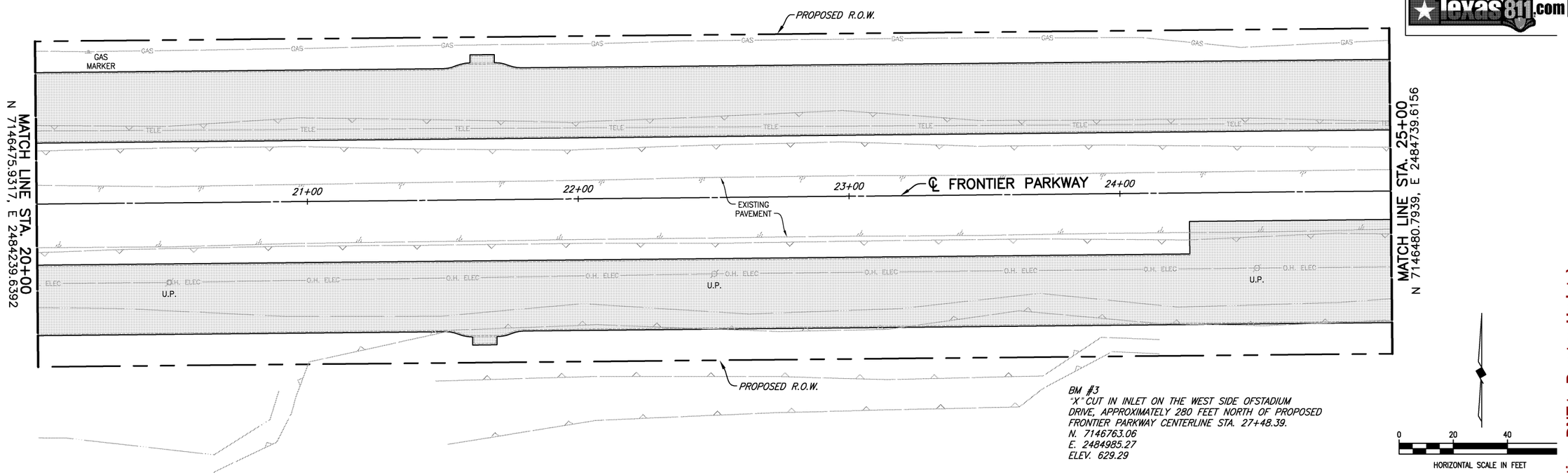

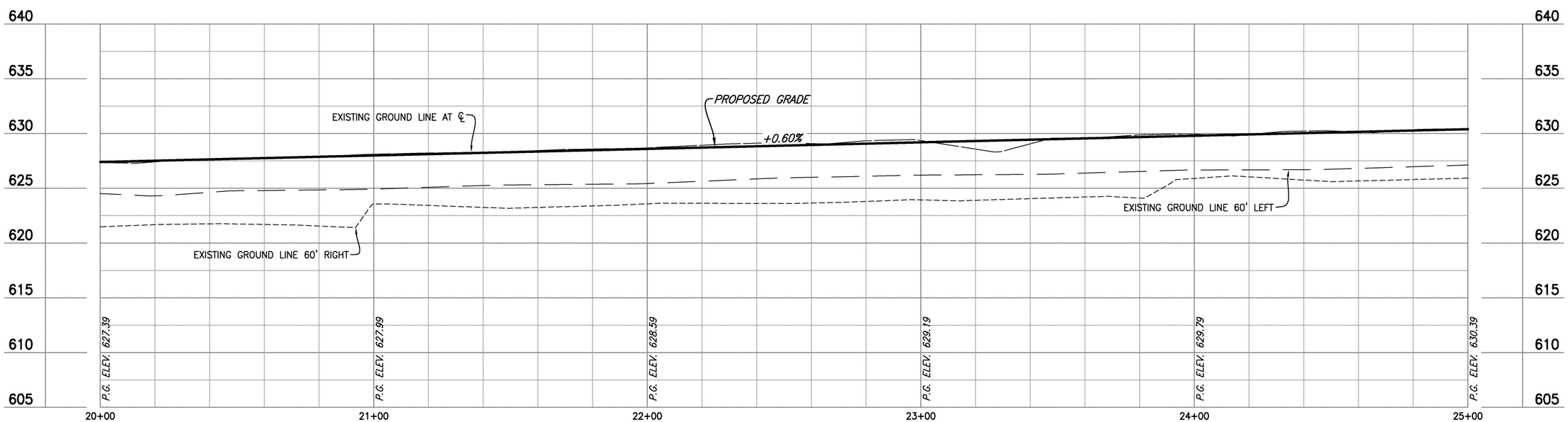

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COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 20+00 TO STA. 25+00

BHC PROJECT NO. 2016-137

SHEET NO.
P05

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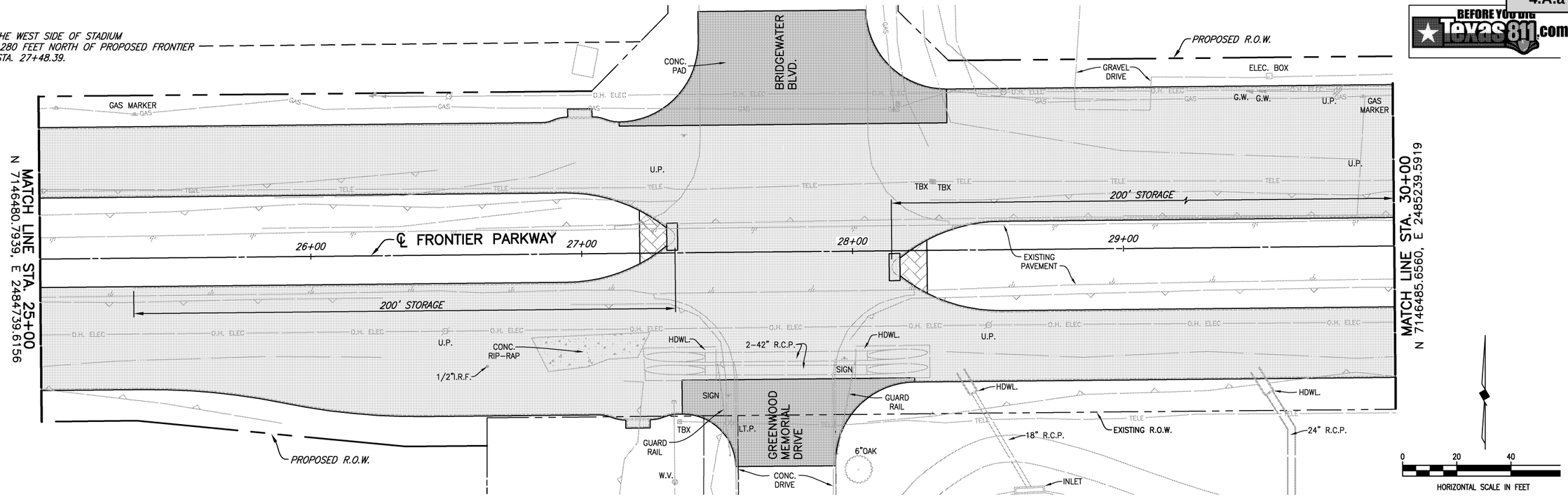
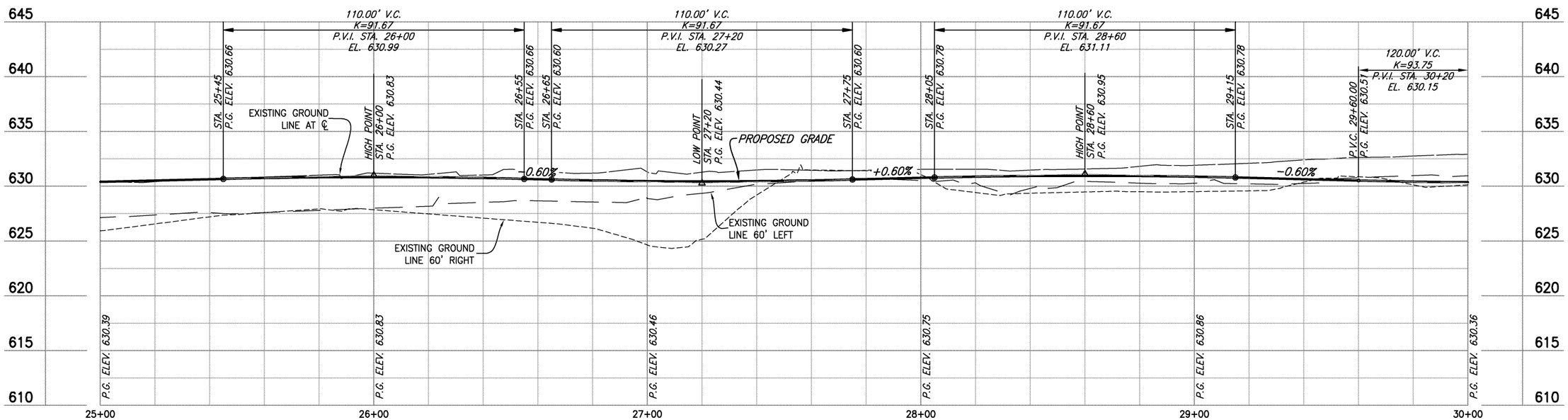
BM #3
"X" CUT IN INLET ON THE WEST SIDE OF STADIUM DRIVE, APPROXIMATELY 280 FEET NORTH OF PROPOSED FRONTIER PARKWAY CENTERLINE STA. 27+48.39.
N. 7146763.06
E. 2484985.27
ELEV. 629.29





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COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 25+00 TO STA. 30+00

BHC PROJECT NO. 2016-137

SHEET NO.
P06

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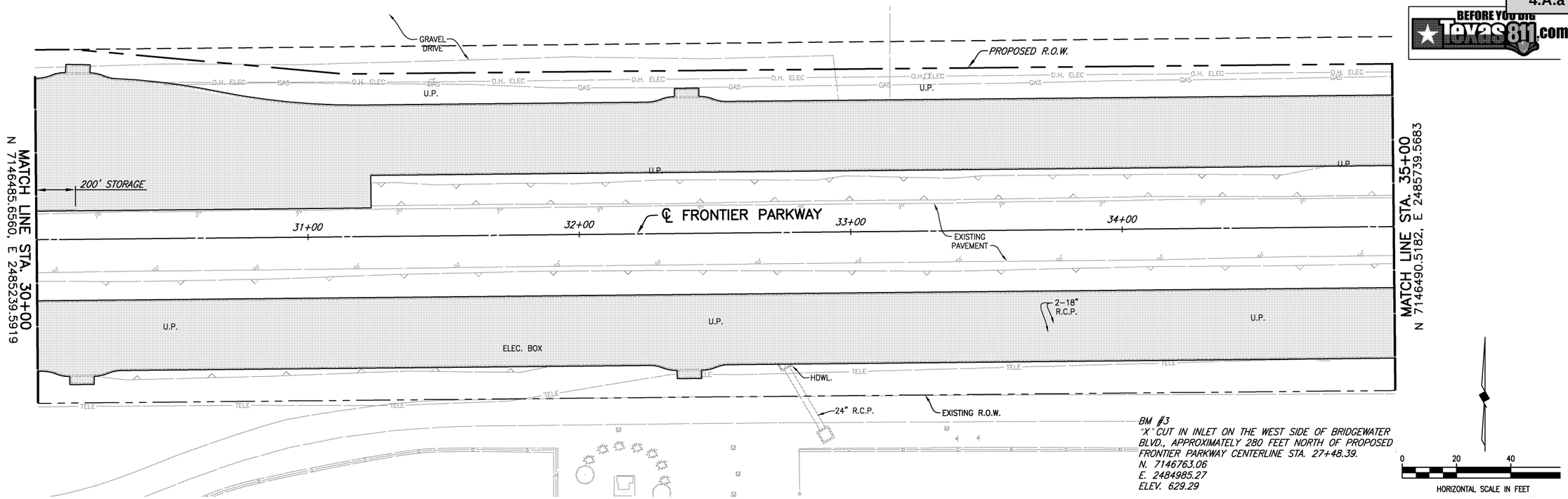

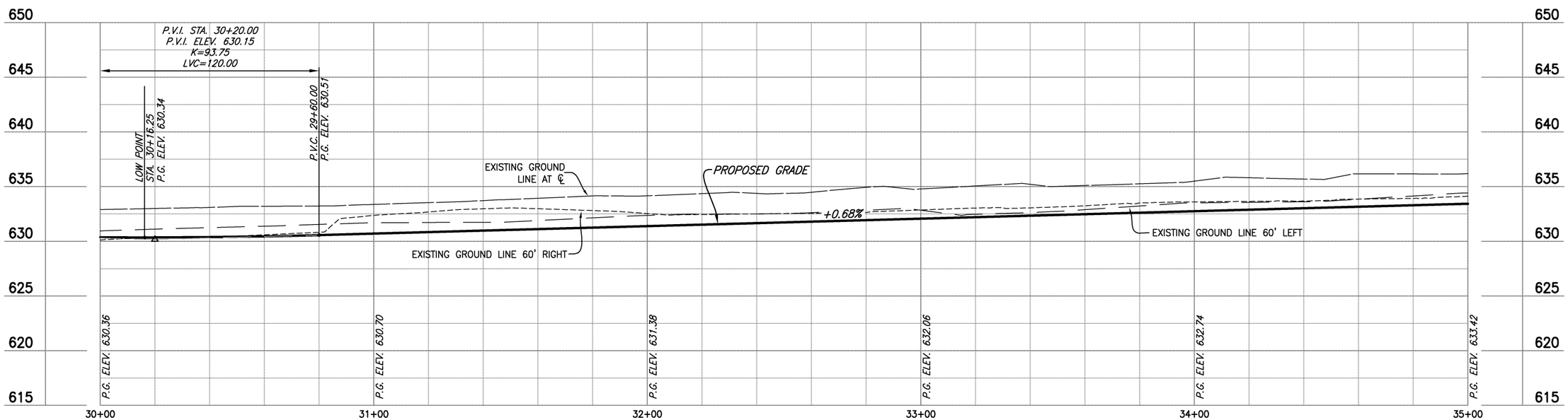

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COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 30+00 TO STA. 35+00

BHC PROJECT NO. 2016-137

SHEET NO.
P07

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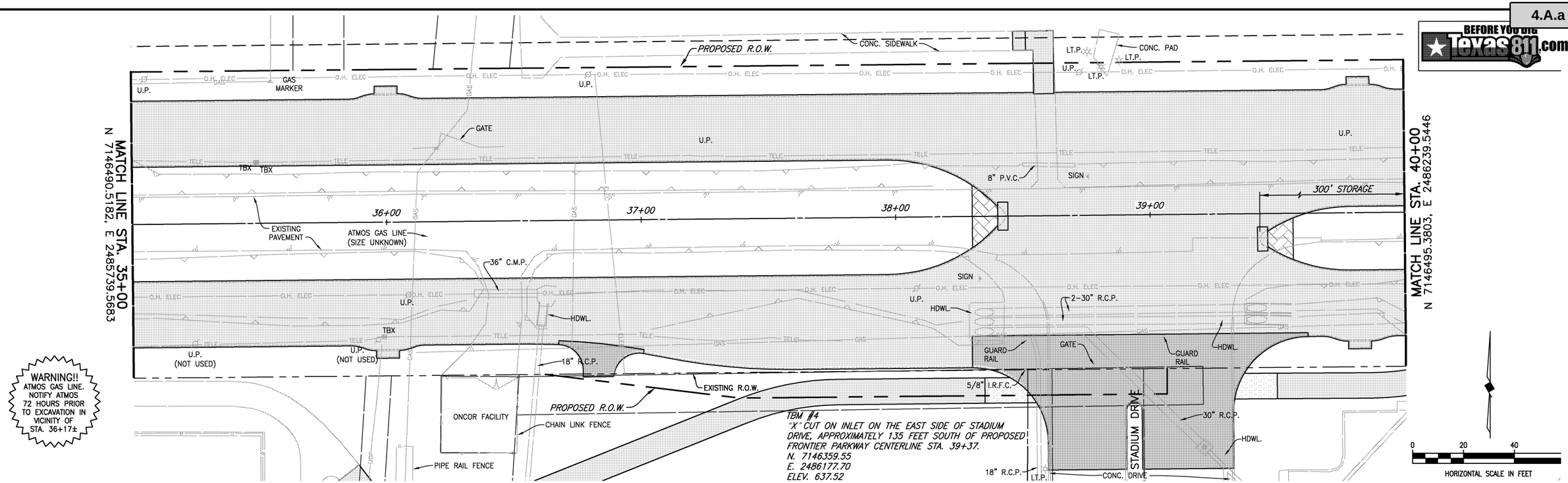

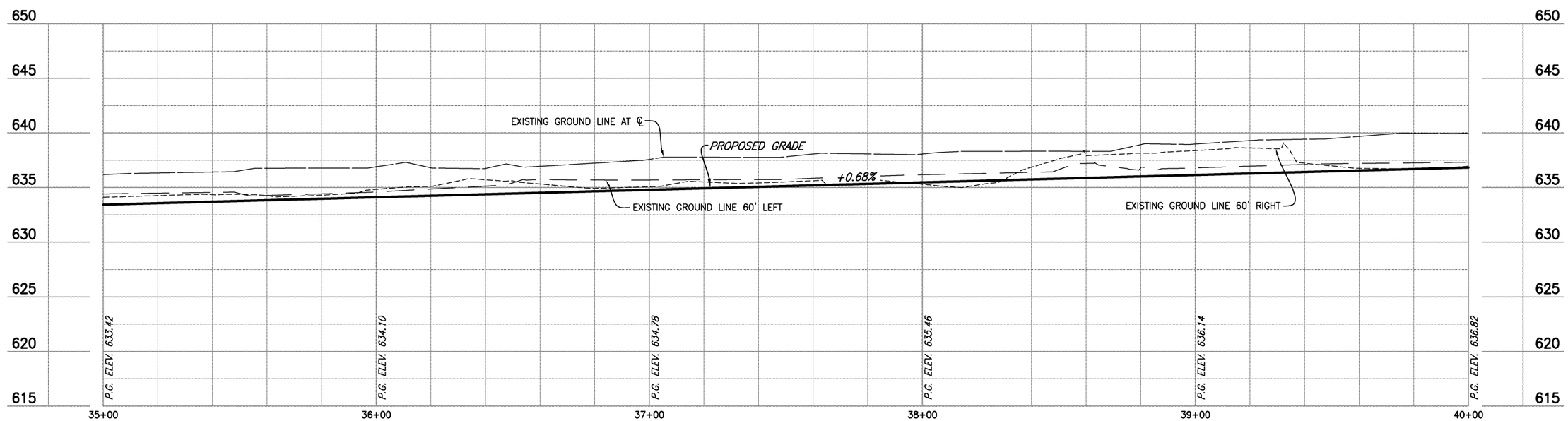

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JOE RICHARD CARTER
TEXAS P.E. NO. 64008
DATE: March 2020

COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 35+00 TO STA. 40+00

BHC PROJECT NO. 2016-137

SHEET NO.
P08

Attachment: PAVING PLAN-PROFILE (Frontier - DNT to Preston Update)

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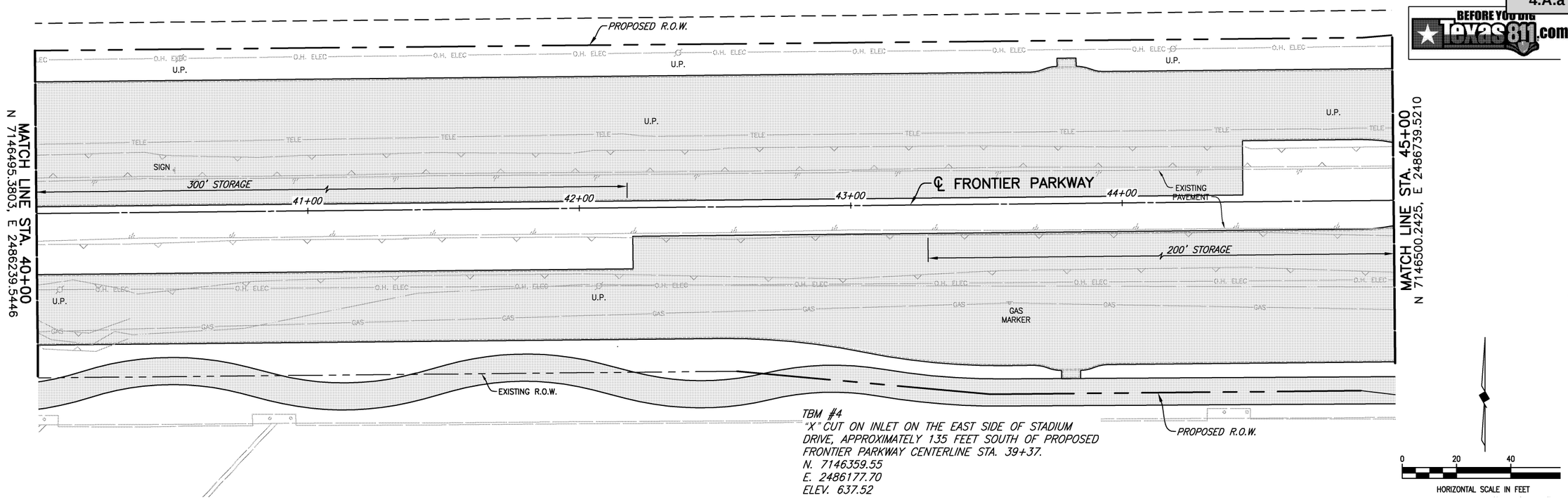

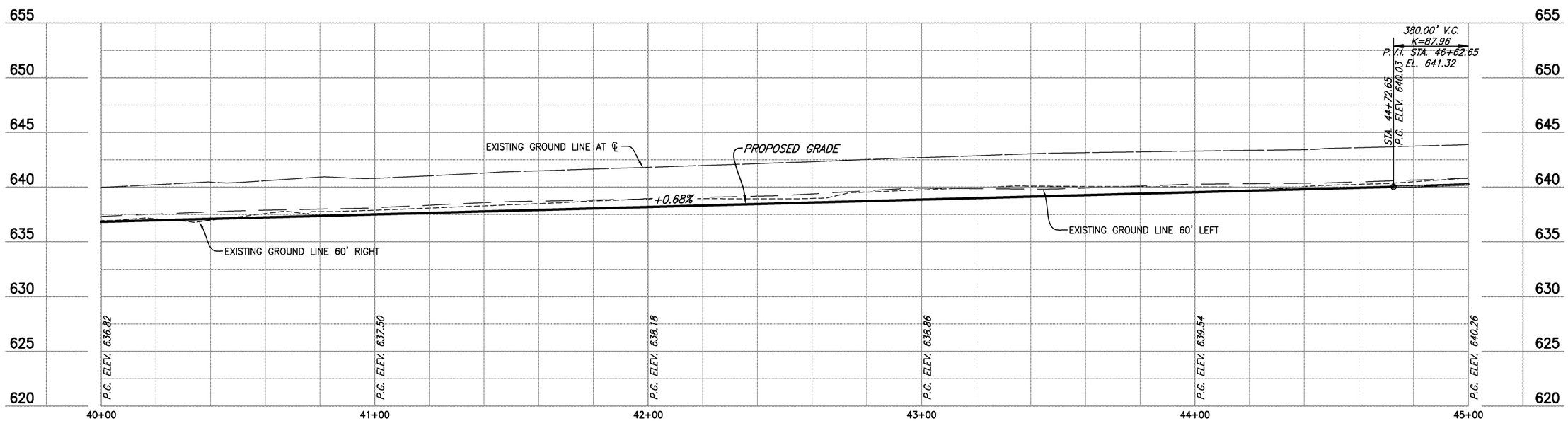

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COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 40+00 TO STA. 45+00

BHC PROJECT NO. 2016-137

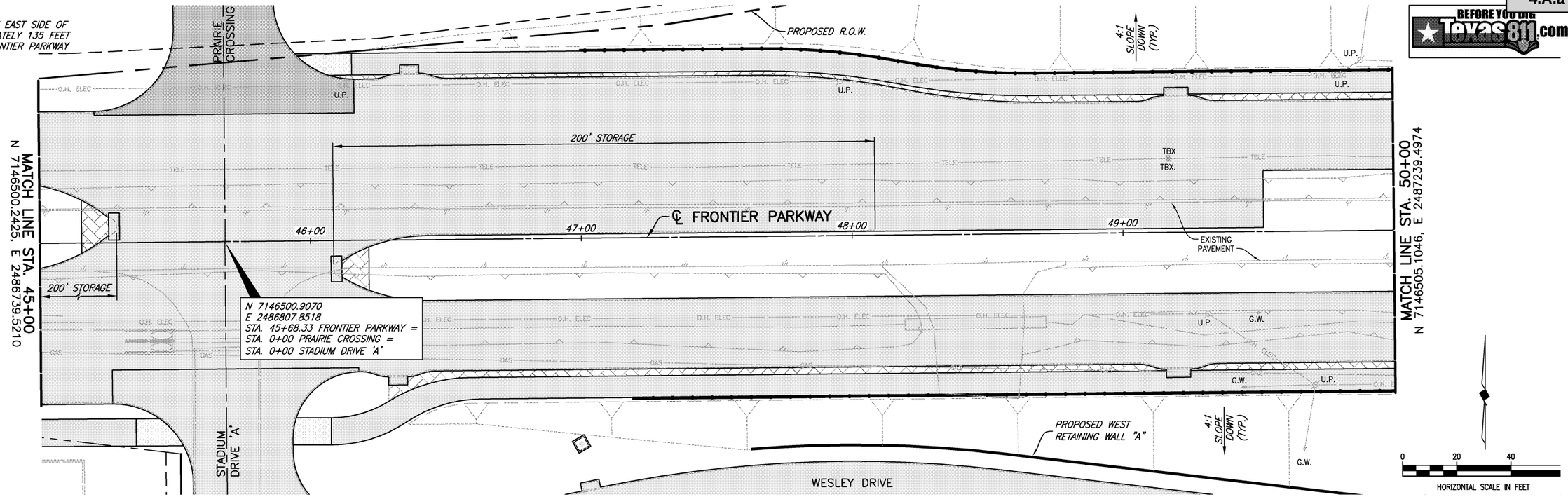
SHEET N

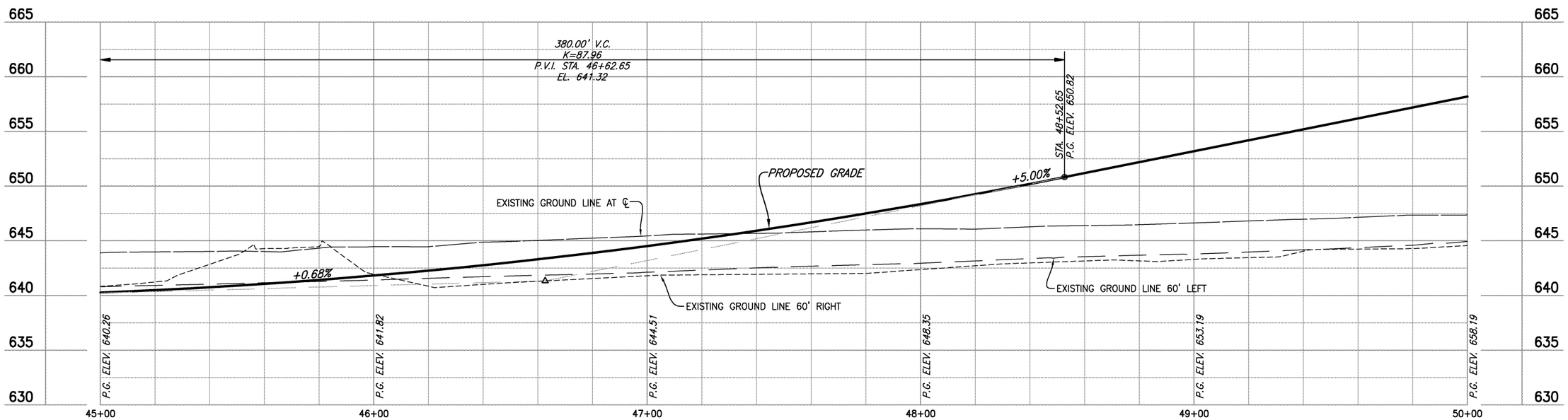
P09

REVISED: 3/16/20 – KBURKS H:\Projects\Collin\2016137 CR5-Frontier\Sheets\2016137 PP-09.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020

Attachment: PAVING PLAN-PROFILE (Frontier - DNT to Preston Update)

TBM #4
"X" CUT ON INLET ON THE EAST SIDE OF STADIUM DRIVE, APPROXIMATELY 135 FEET SOUTH OF PROPOSED FRONTIER PARKWAY CENTERLINE STA. 39+37.
N. 7146359.55
E. 2486177.70
ELEV. 637.52





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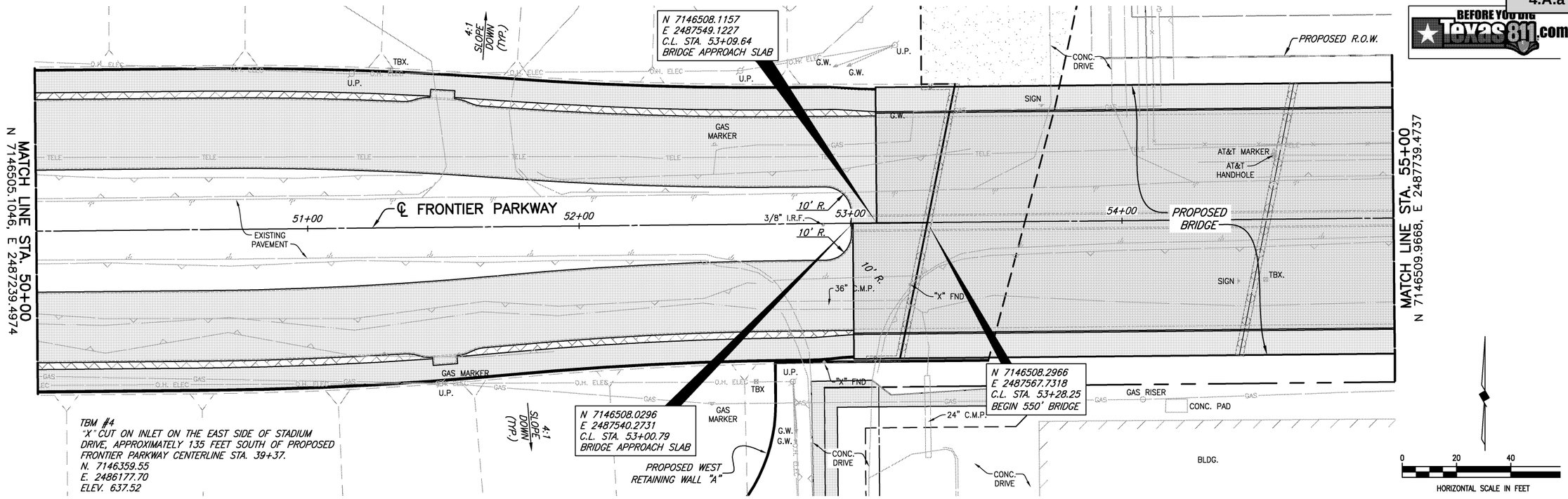
COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 45+00 TO STA. 50+00

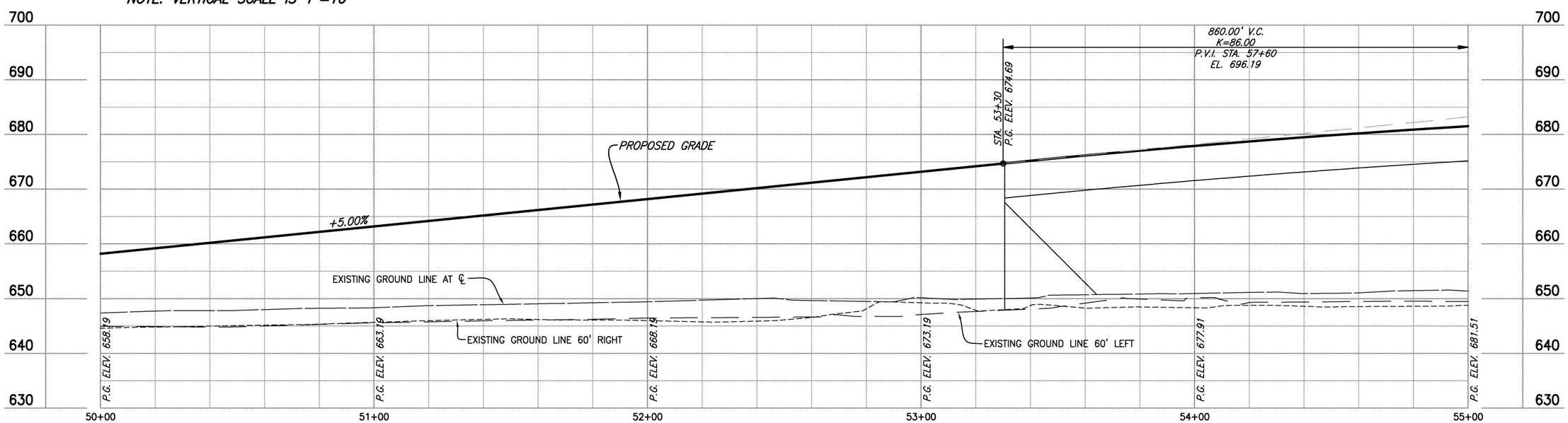
BHC PROJECT NO. 2016-137

SHEET NO.
P10

REVISED: 3/16/20 – KBURKS H:\Projects\Collin\2016137 CR5-Frontier\Sheets\2016137 PP-10.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020



*NOTE: VERTICAL SCALE IS 1"=10'



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COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 50+00 TO STA. 55+00

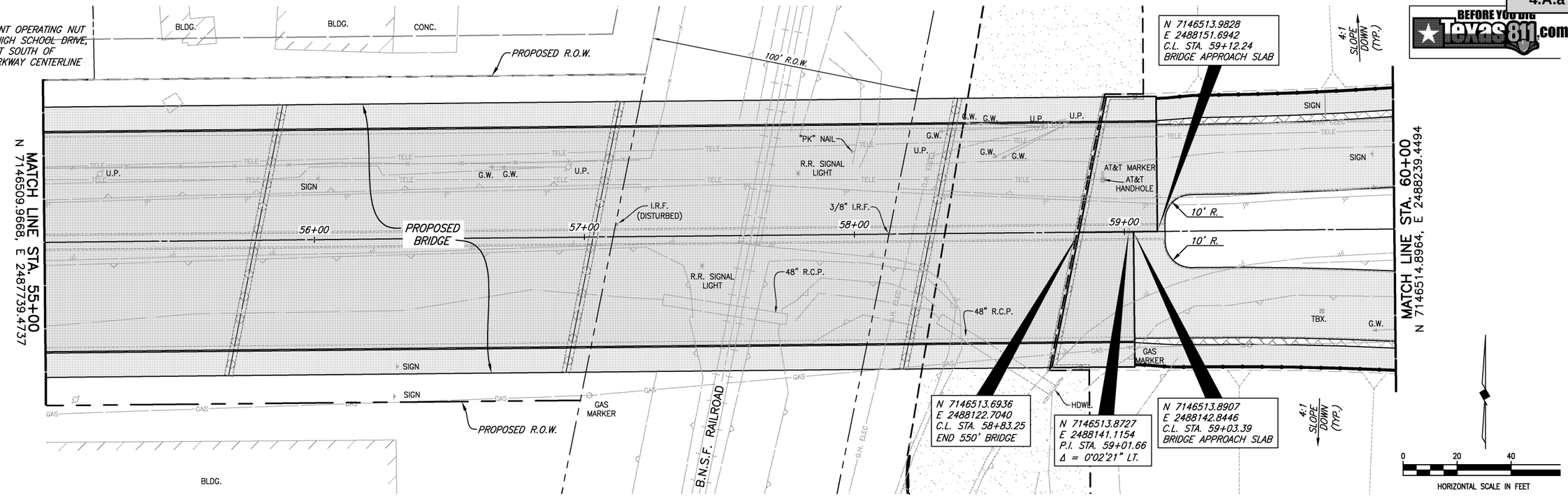
BHC PROJECT NO. 2016-137

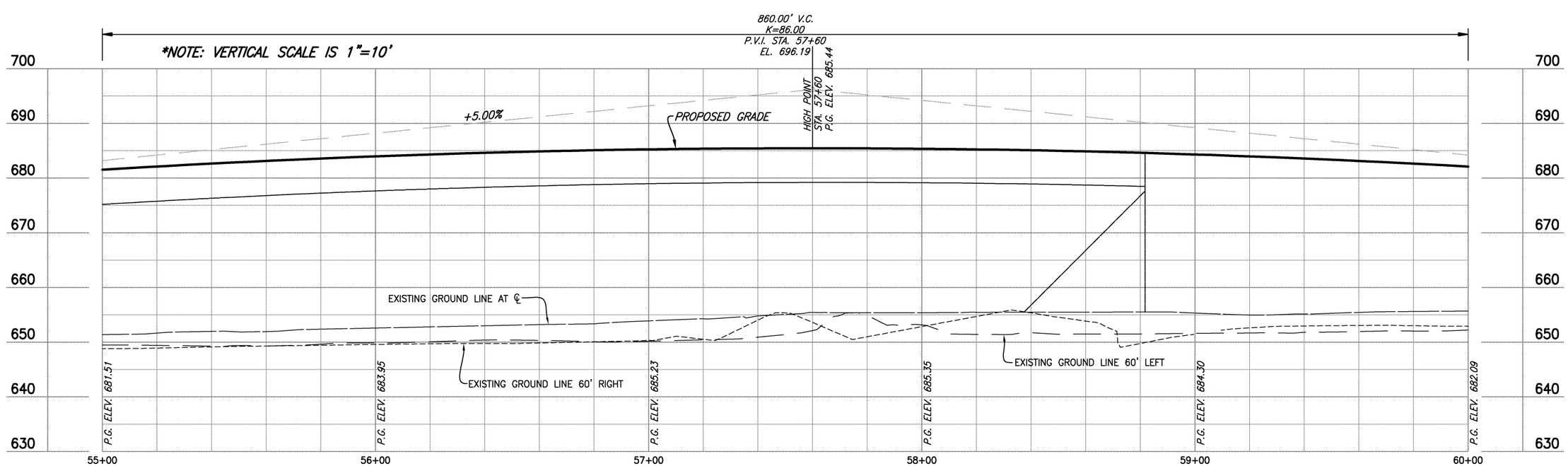
SHEET NO.
P11

REVISED: 3/16/20 – KBURKS H:\Projects\Collin\2016137 CR5-Frontier\Sheets\2016137 PP-11.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020

Attachment: PAVING PLAN-PROFILE (Frontier - DNT to Preston Update)

TBM #5
TOP NUT OF FIRE HYDRANT OPERATING NUT ON THE WEST SIDE OF HIGH SCHOOL DRIVE, APPROXIMATELY 324 FEET SOUTH OF PROPOSED FRONTIER PARKWAY CENTERLINE
STA. 69+77.43.
N. 7146200.92
E. 2489220.20
ELEV. 664.51





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FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 55+00 TO STA. 60+00

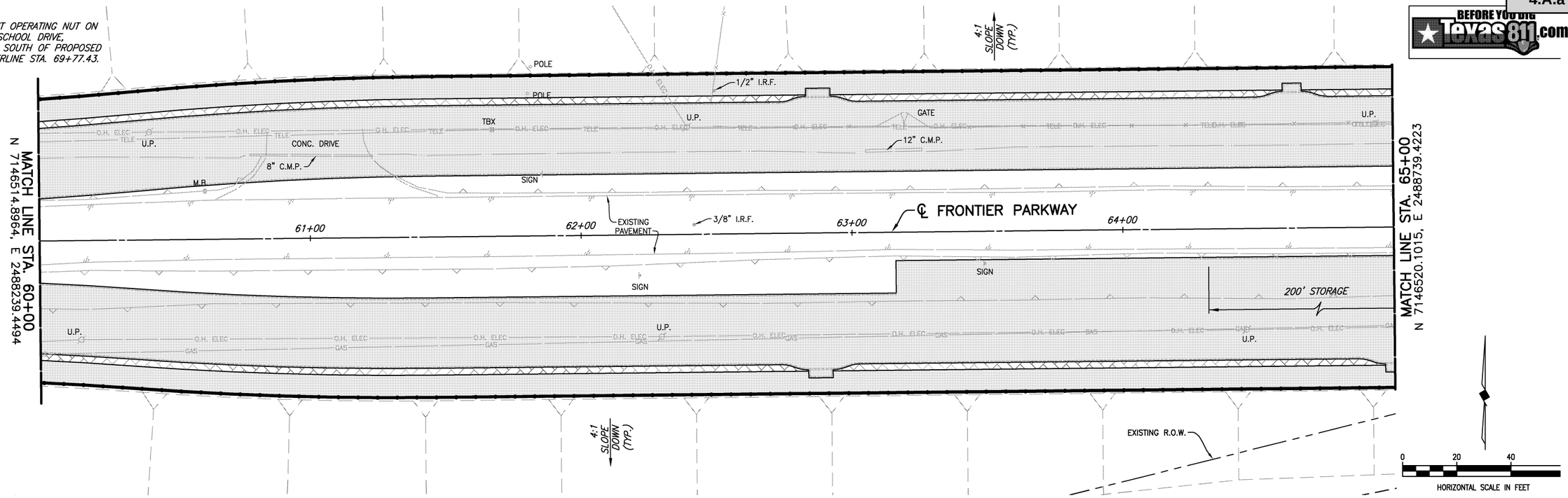
BHC PROJECT NO. 2016-137

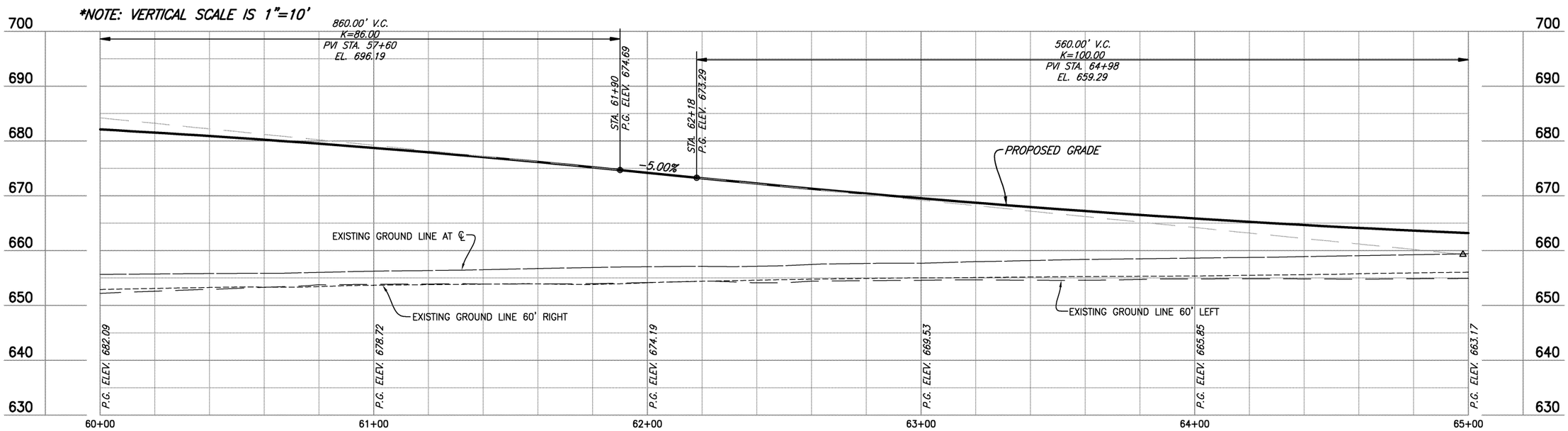
SHEET NO.
P12

REVISED: 3/16/20 – KBURKS H:\Projects\Collin\2016137 CR5-Frontier\Sheets\2016137 PP-12.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020

Attachment: PAVING PLAN-PROFILE (Frontier - DNT to Preston Update)

TBM #5
TOP NUT OF FIRE HYDRANT OPERATING NUT ON THE WEST SIDE OF HIGH SCHOOL DRIVE, APPROXIMATELY 324 FEET SOUTH OF PROPOSED FRONTIER PARKWAY CENTERLINE STA. 69+77.43.
N. 7146200.92
E. 2489220.20
ELEV. 664.51





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FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

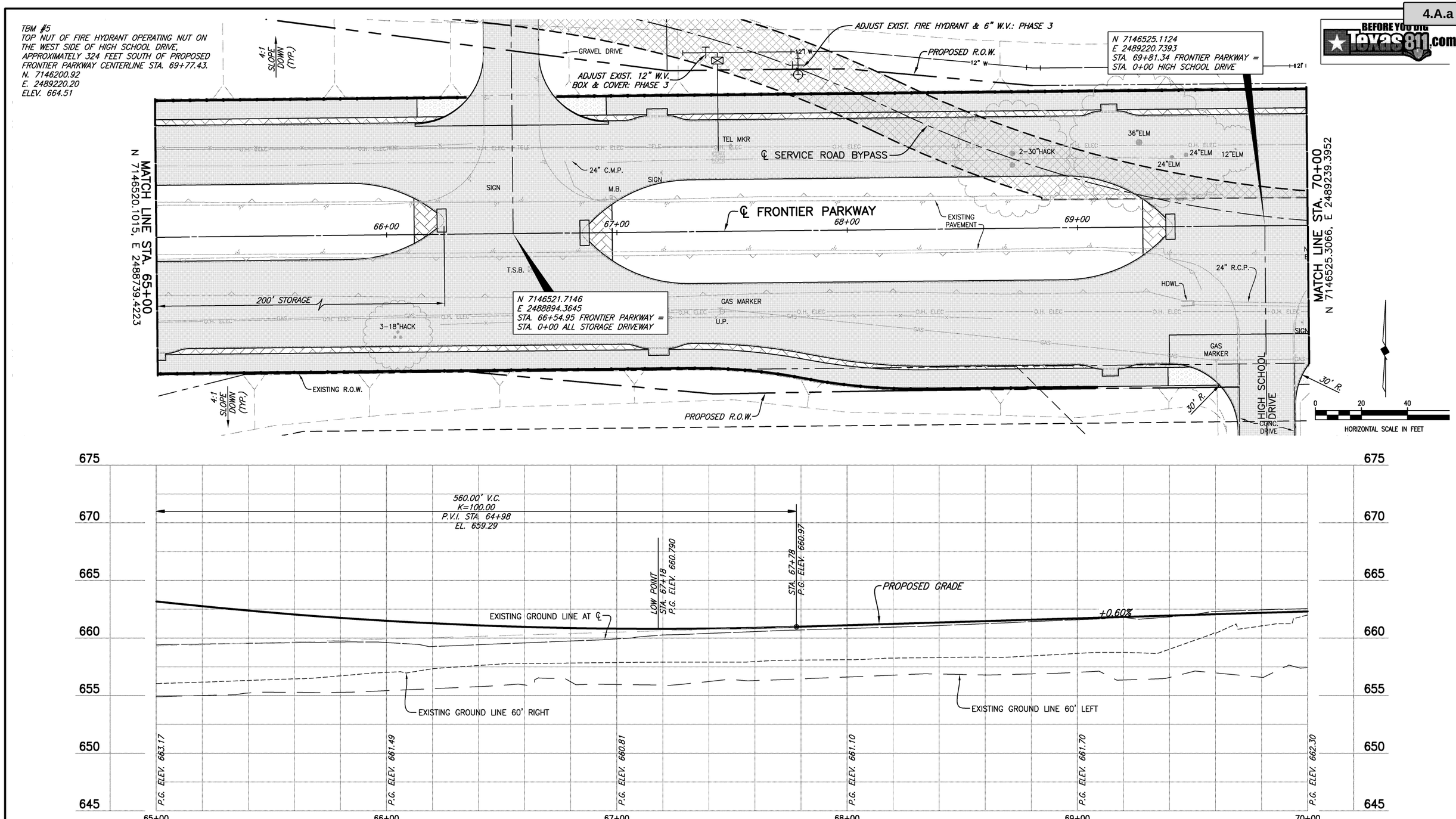
PAVING PLAN AND PROFILE
STA. 60+00 TO STA. 65+00

BHC PROJECT NO. 2016-137

SHEET NO.
P13

REVISED: 2/11/20 – KBURKS H:\Projects\Collin\2016137 CR5-Frontier\Sheets\2016137 PP-13.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020

Attachment: PAVING PLAN-PROFILE (Frontier - DNT to Preston Update)



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COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 65+00 TO STA. 70+00

BHC PROJECT NO. 2016-137

SHEET NO. **P14**

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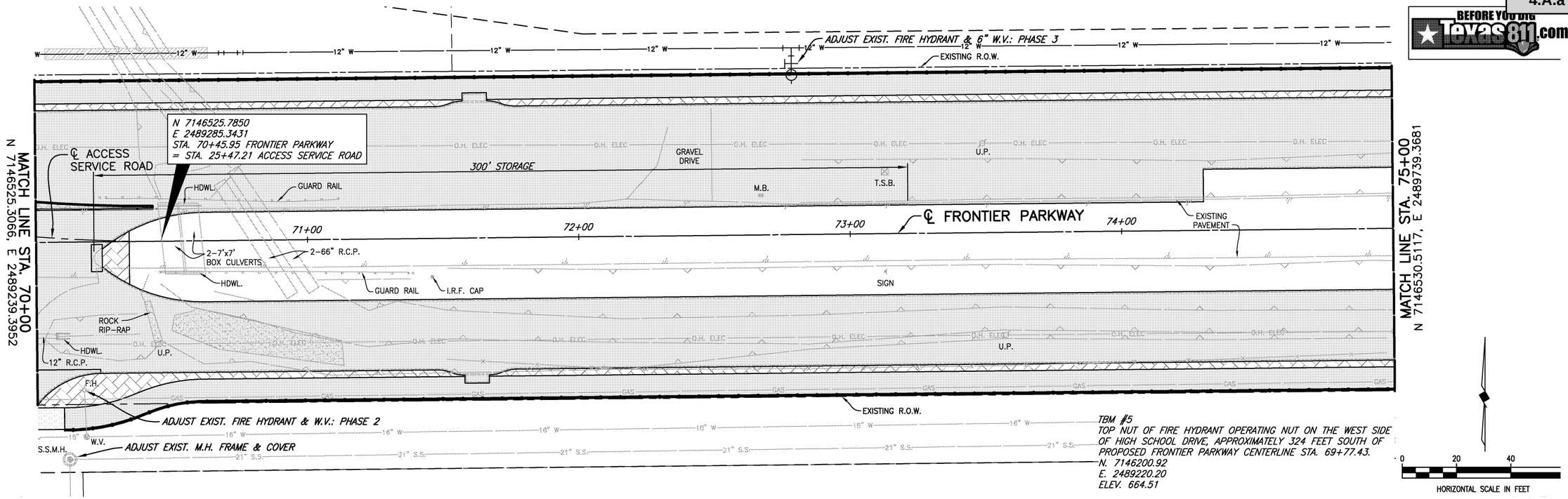
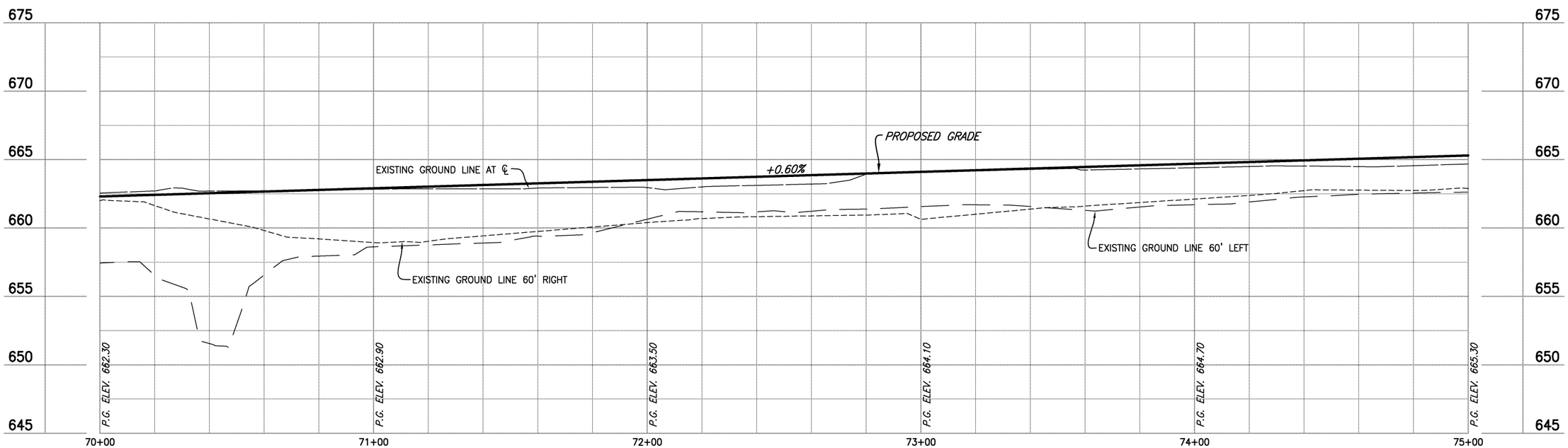
Attachment: PAVING PLAN-PROFILE (Frontier - DNT to Preston Update)





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COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 70+00 TO STA. 75+00

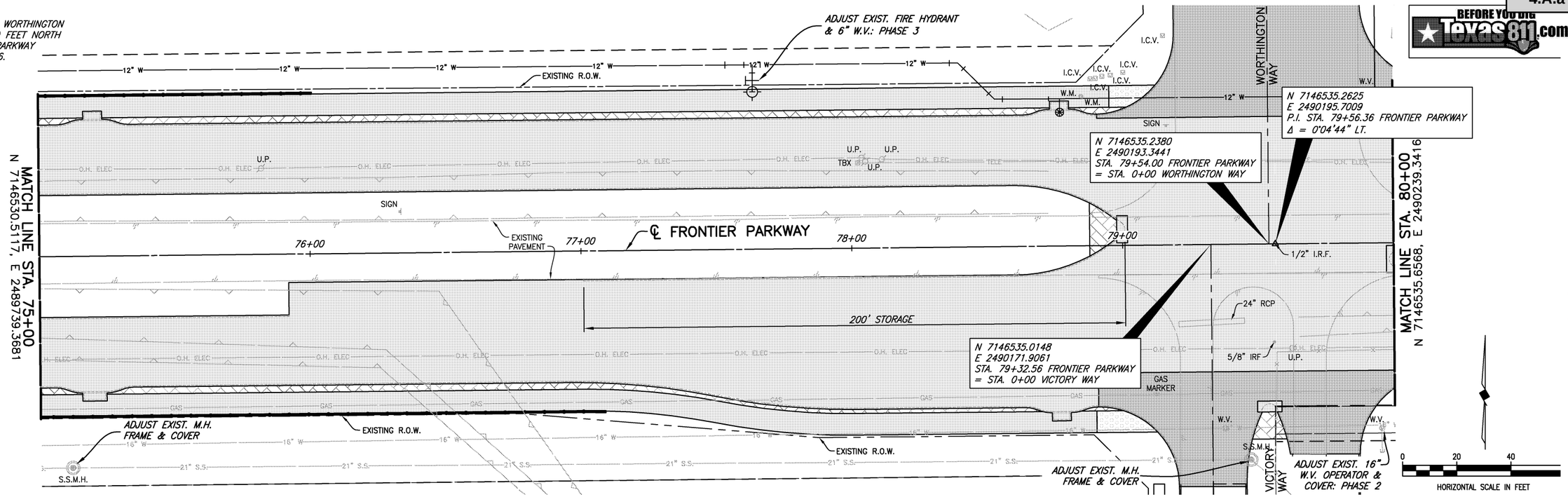
BHC PROJECT NO. 2016-137

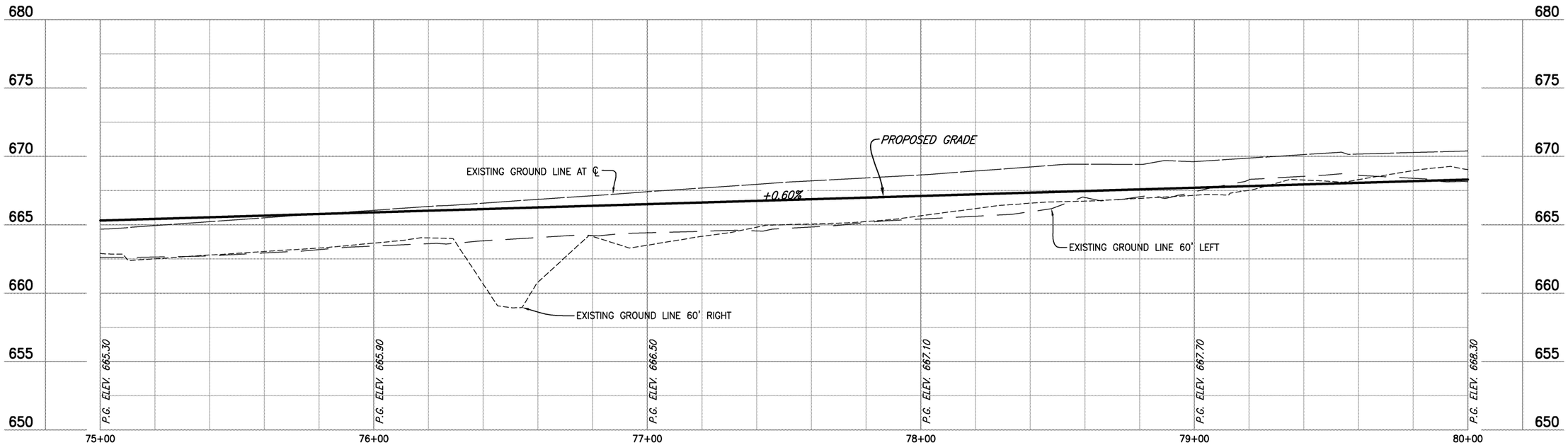
SHEET NO.
P15

REVISED: 3/16/20 – KBURKS H:\Projects\Collin\2016137 CR5-Frontier\Sheets\2016137 PP-15.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020

Attachment: PAVING PLAN-PROFILE (Frontier - DNT to Preston Update)

TBM #6
"X" CUT ON TOP CURB OF WORTHINGTON WAY, APPROXIMATELY 160 FEET NORTH OF PROPOSED FRONTIER PARKWAY CENTERLINE STA. 79+47.26.
N. 7146695.42
E. 2490184.93
ELEV. 666.84





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FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 75+00 TO STA. 80+00

BHC PROJECT NO. 2016-137

SHEET NO.
P16

REVISED: 3/16/20 – KBURKS H:\Projects\Collin\2016137 CR5-Frontier\Sheets\2016137 PP-16.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020

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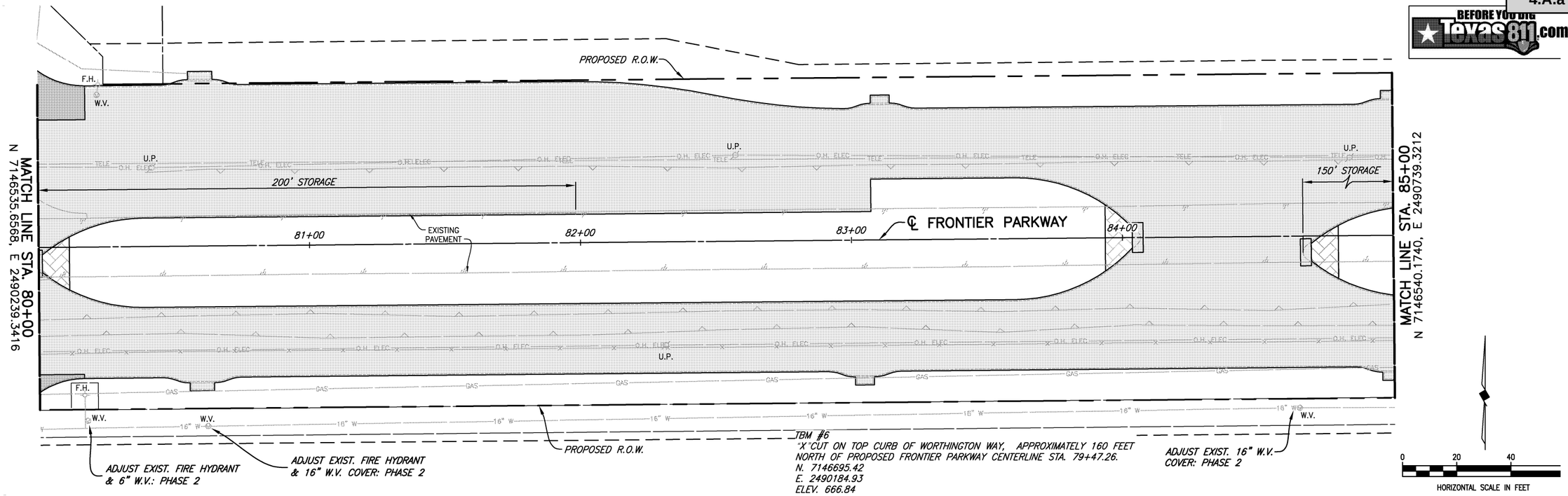

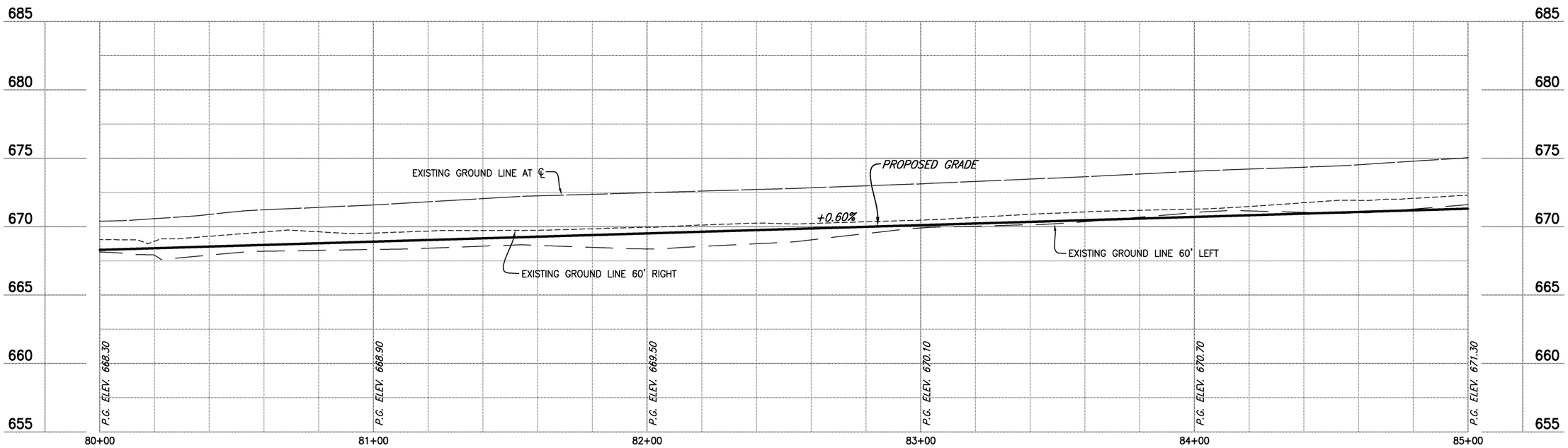

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COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

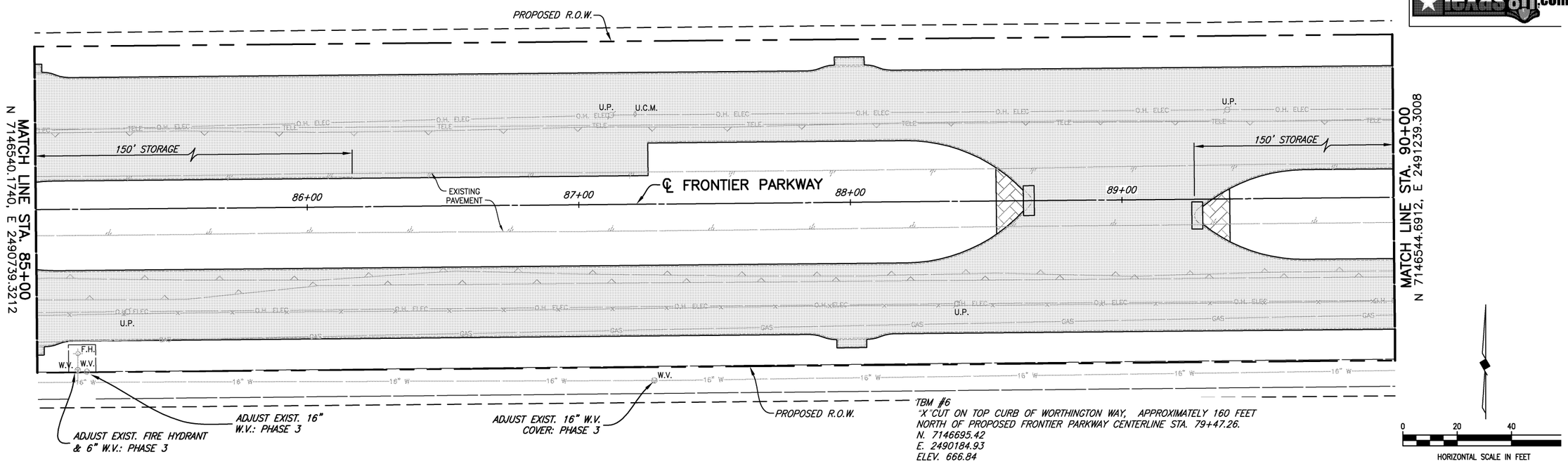
PAVING PLAN AND PROFILE
STA. 80+00 TO STA. 85+00

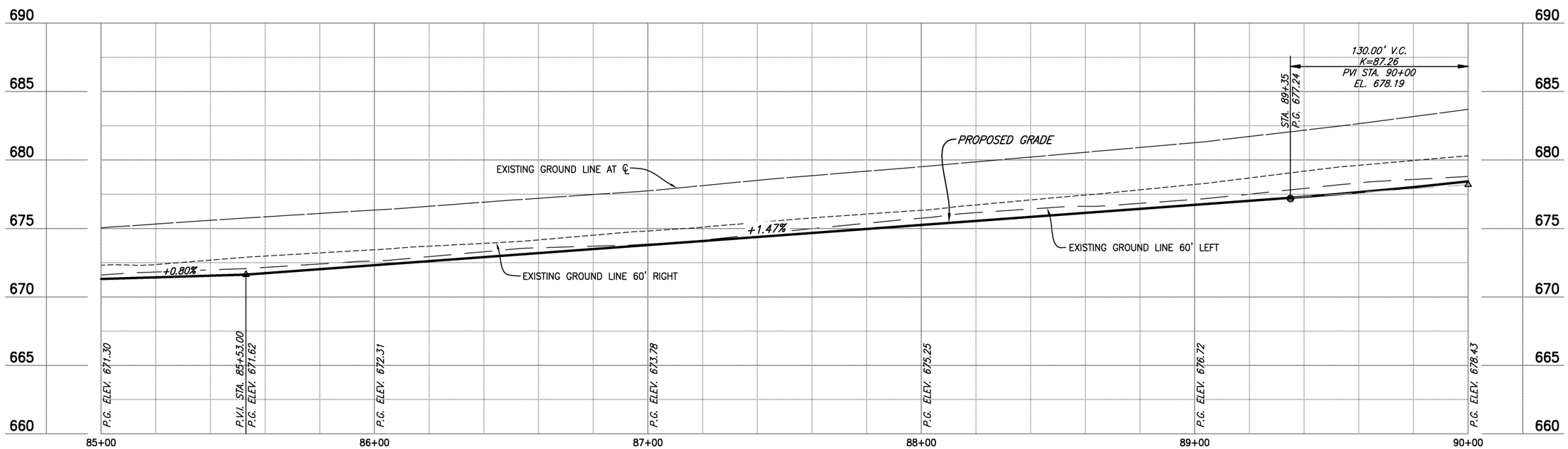
BHC PROJECT NO. 2016-137

SHEET NO.
P17

REVISED: 3/16/20 – KBURKS H:\Projects\Collin\2016137 CR5–Frontier\Sheets\2016137 PP–17.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020

Attachment: PAVING PLAN-PROFILE (Frontier - DNT to Preston Update)





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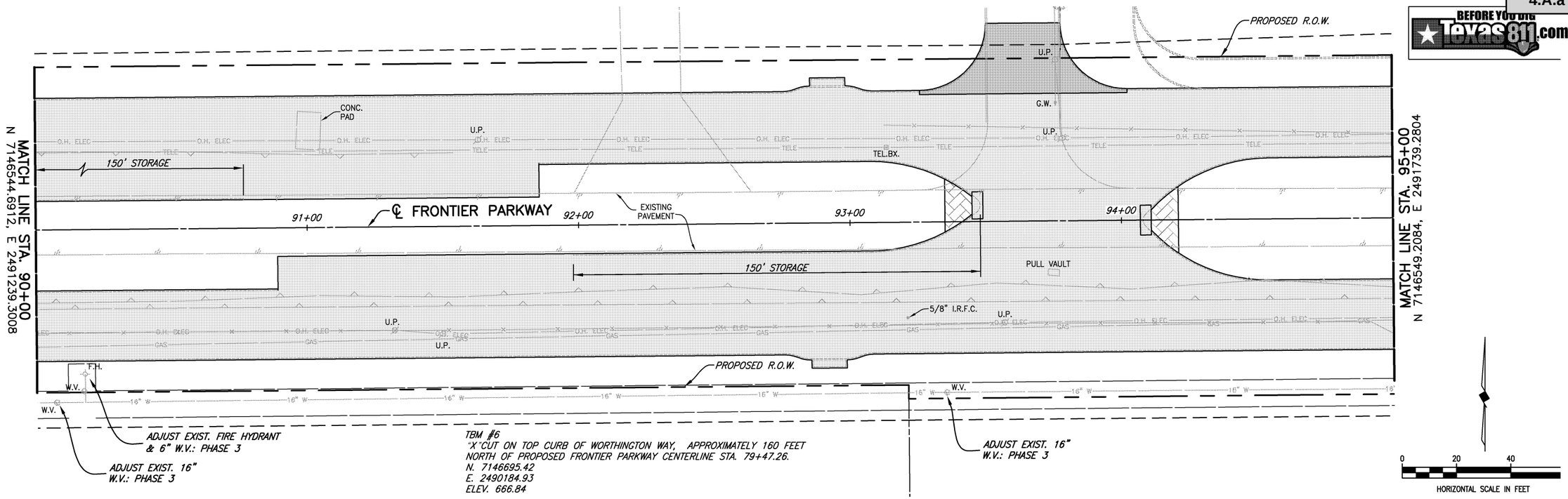
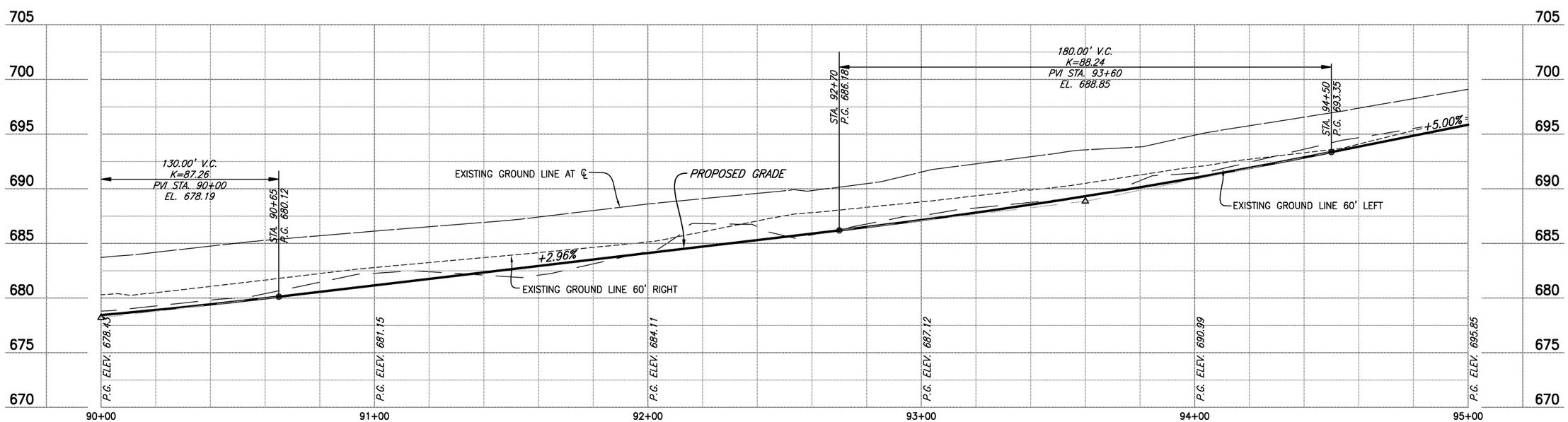
PAVING PLAN AND PROFILE
STA. 85+00 TO STA. 90+00

BHC PROJECT NO. 2016-137

SHEET NO.
P18

REVISED: 2/11/20 – KBURKS H:\Projects\Collin\2016137 CR5-Frontier\Sheets\2016137 PP-18.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020





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BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

JOE RICHARD CARTER
TEXAS P.E. NO. 64008
DATE: March 2020

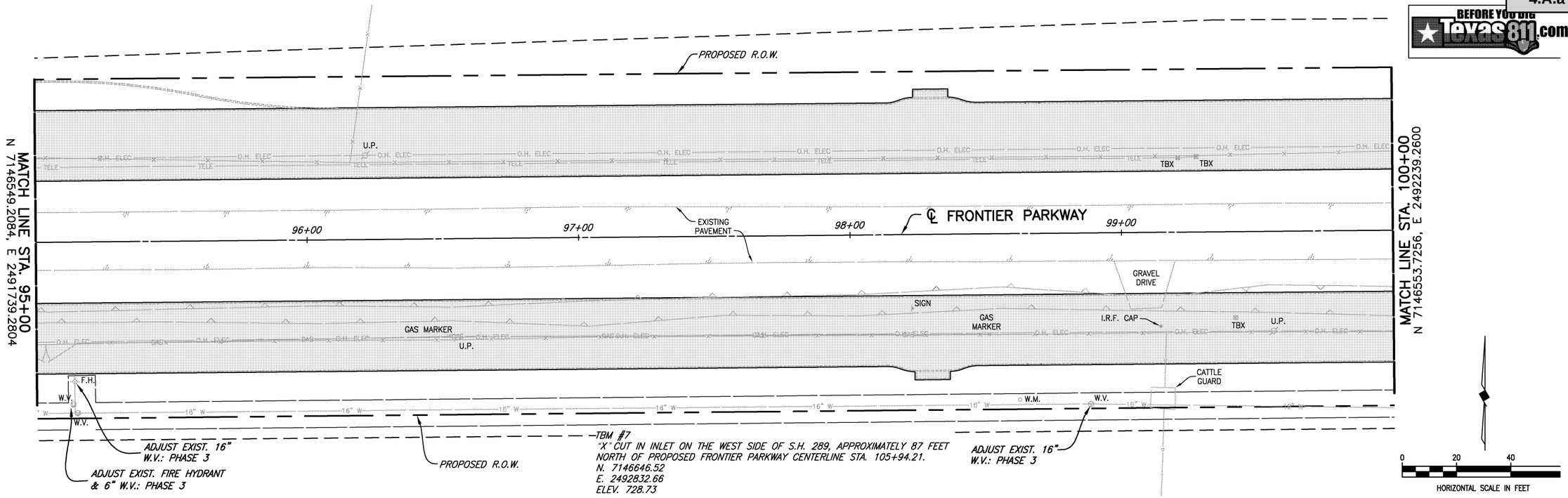
COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

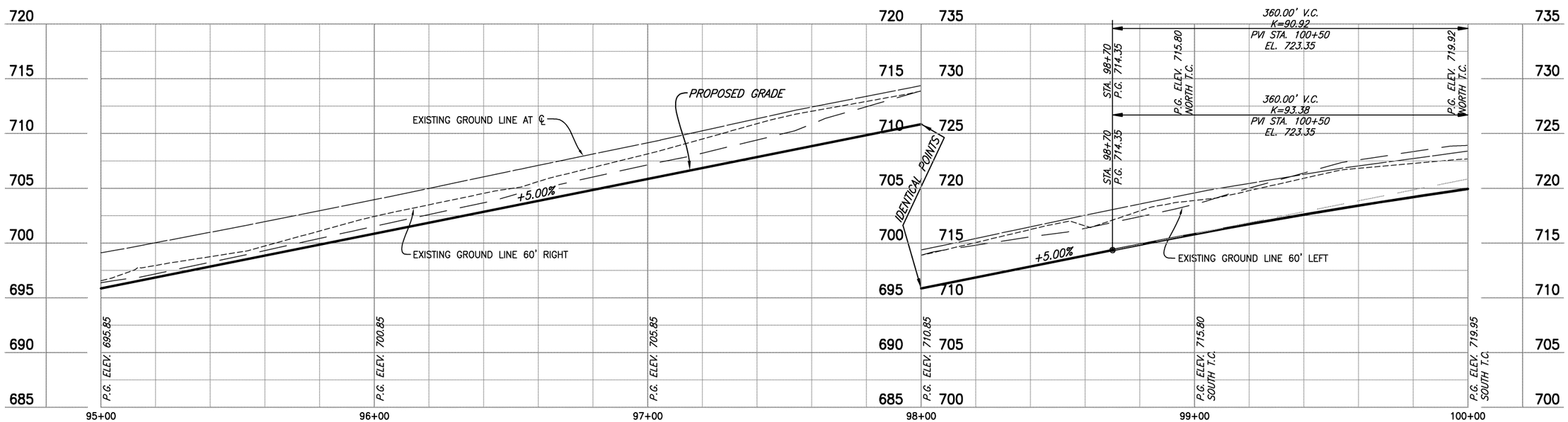
PAVING PLAN AND PROFILE
STA. 90+00 TO STA. 95+00

BHC PROJECT NO. 2016-137

SHEET NO.
P19

REVISED: 2/11/20 – KBURKS H:\Projects\Collin\2016137 CR5-Frontier\Sheets\2016137 PP-19.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020





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JOE RICHARD CARTER
TEXAS P.E. NO. 64008
DATE: March 2020

COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

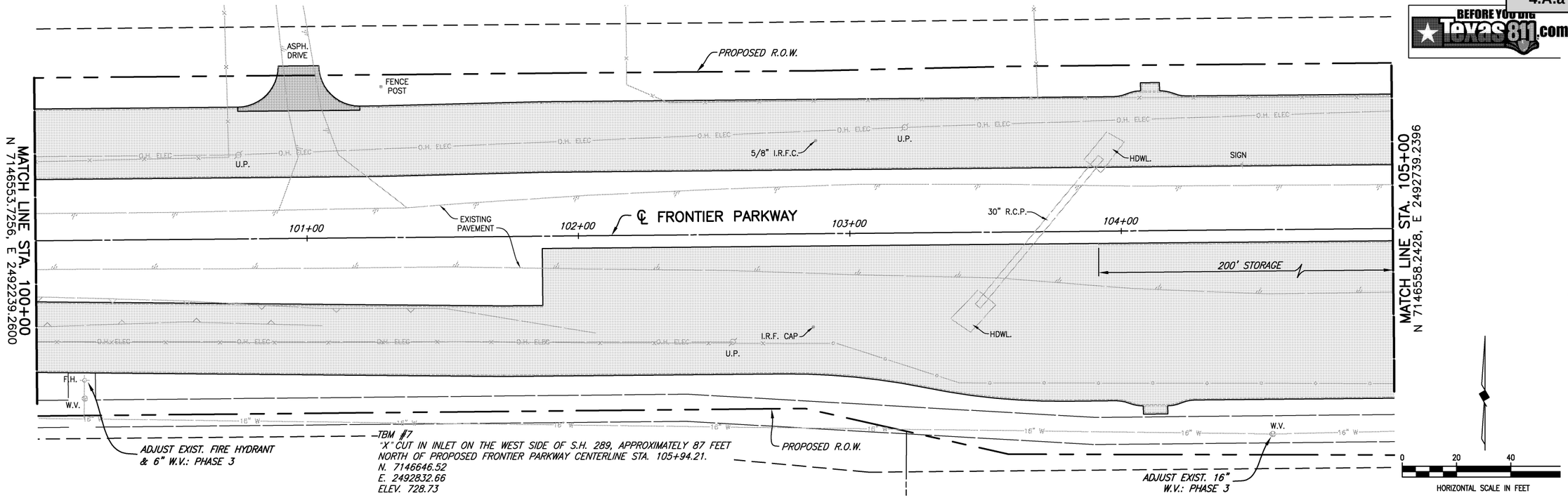
PAVING PLAN AND PROFILE
STA. 95+00 TO STA. 100+00

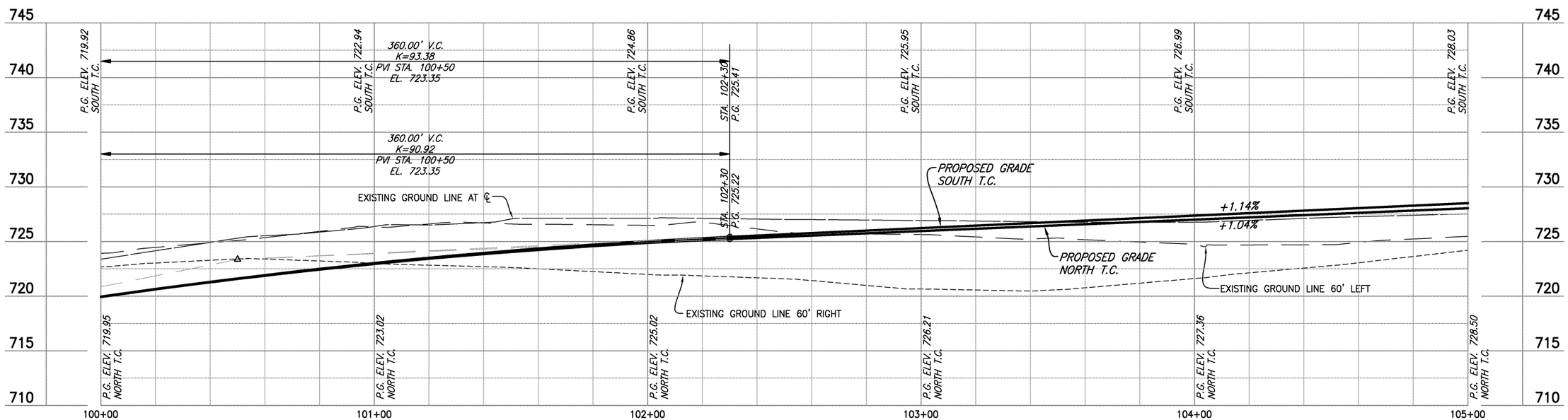
BHC PROJECT NO. 2016-137

SHEET N
P20

REVISED: 2/11/20 – KBURKS H:\Projects\Collin\2016137 CR5-Frontier\Sheets\2016137 PP-20.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020

Attachment: PAVING PLAN-PROFILE (Frontier - DNT to Preston Update)





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JOE RICHARD CARTER
TEXAS P.E. NO. 64008
DATE: March 2020

COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

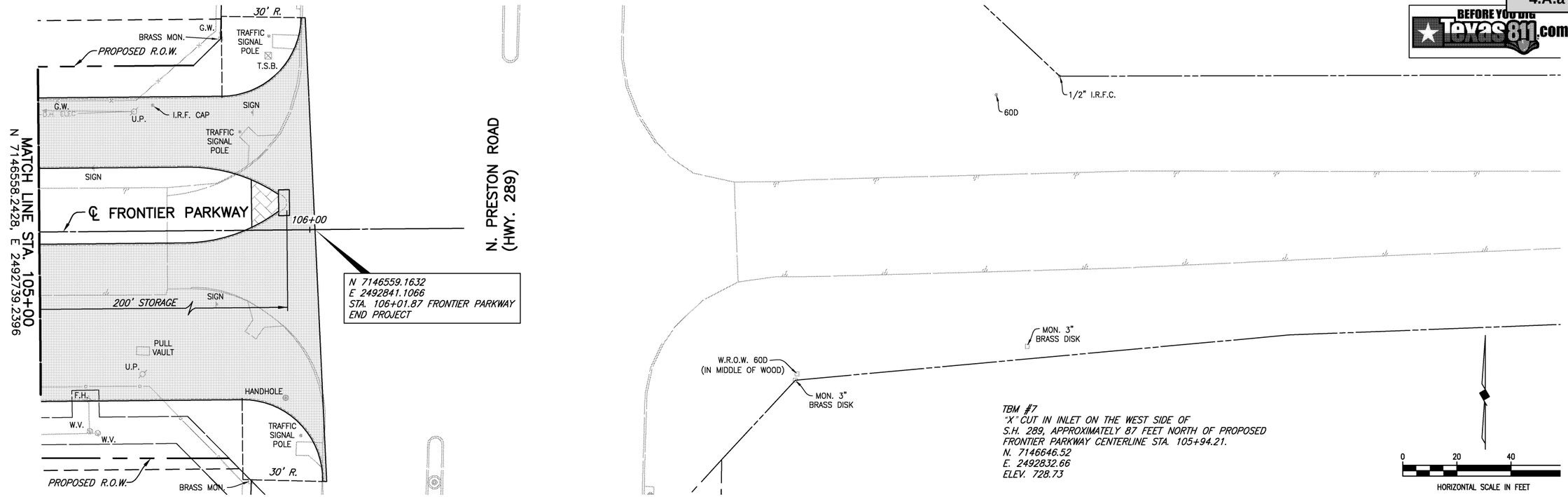
PAVING PLAN AND PROFILE
STA. 100+00 TO STA. 105+00

BHC PROJECT NO. 2016-137

SHEET NO.
P21

Attachment: PAVING PLAN-PROFILE (Frontier - DNT to Preston Update)

REVISED: 2/11/20 – KBURKS H:\Projects\Collin\2016137 CR5-Frontier\Sheets\2016137 PP-21.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020



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TEXAS P.E. NO. 64008
DATE: March 2020

COLLIN COUNTY, TEXAS
FRONTIER PARKWAY PAVING AND DRAINAGE IMPROVEMENTS

PAVING PLAN AND PROFILE
STA. 100+00 TO STA. 105+97.82

BHC PROJECT NO. 2016-137

SHEET NO.
P22

REVISED: 2/11/20 – KBURKS H:\Projects\Collin\2016137 CR5-Frontier\Sheets\2016137 PP-22.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: KEN BURKS ON 3/18/2020

Frontier Budget, 3-26-20

	Estimated Total Project Cost - 2016	Update due to Appraisals & 90% Estimate 6-26-19	Update due to 98% Estimate 3-19-20
Engineering		$2,443,682	$ 2,500,000
ROW		$4,651,932	$ 5,700,000
Construction, 4-ln bridge		$19,830,000	$ 22,248,000
Materials Testing		$396,600	$ 350,000
Bridge Inspection (remainder of inspection by cities)		$793,200	$ 200,000
Utility Relocation			$ 197,000
BNSF RR and wetland mitigation			$ 469,000
Subtotal w/o sidewalks	$16,000,000	$27,322,214	$ 31,664,000
Prosper Extra Items		$330,000	$518,808
Celina Extra Items		$277,000	$374,808
Total with sidewalks & 4-ln bridge - BASE BID		$27,929,214	$32,557,615
Incremental amt for full bridge		$760,000	$ 914,000
Grand Total with full bridge - ALTERNATE BID		$28,689,214	$33,471,615
Funding			
Amount to Share	$16,000,000	$27,322,214	$ 31,664,000
Prosper			
City bonds		$3,650,000 [1]	$3,650,000
1/3 of diff from $16M		$3,774,071 ***	$5,221,333
Sidewalks and roadway appurtenances		$330,000	$518,808
		$7,754,071	$9,390,141
Celina			
County bonds		$203,884 [2]	$203,884
1/3 of diff from $16M		$3,774,071 ***	$5,221,333
Sidewalks and roadway appurtenances		$277,000	$374,808
Widened bridge		$760,000 [4]	$ 914,000
		$5,014,955	$6,714,025
Collin County			
2007 County Bonds		$3,496,464 [3]	$3,496,464
1/3 of diff from $16M (2018 bonds)		$3,774,071 ***	$5,221,333
Diff from total		$299,652	$299,652
		$7,570,187	$9,017,449
RTR			
Original (contracted through Celina)		$4,354,177	$4,354,177
Additional (contracted through County)		$3,995,823	$3,995,823
TOTAL FUNDING FOR PROJECT		$28,689,214	$33,471,615

*** Overage owed by each partner: New estimate, **$31.6M**, minus original estimate, $16M, divided by 3

[1] Prosper Bond Program

[2] Portion of Co Bond Funds Transferred to Celina not already spent on project for prel engineering (already paid)

[3] Remainder of Co Bond Funds NOT Transferred to Celina

[4] $1,016,199 funded by NCTCOG at Celina's request

Attachment: Budget Status 3-31-20 (Frontier - DNT to Preston Update)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Vicki Tarrant, City Secretary
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	Staff reports

Action Requested:
Staff Reports attached

Background Information:
Monthly staff reports.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Monthly department reports

Staff Recommendation:

Celina Fire Department
City of Celina, Texas

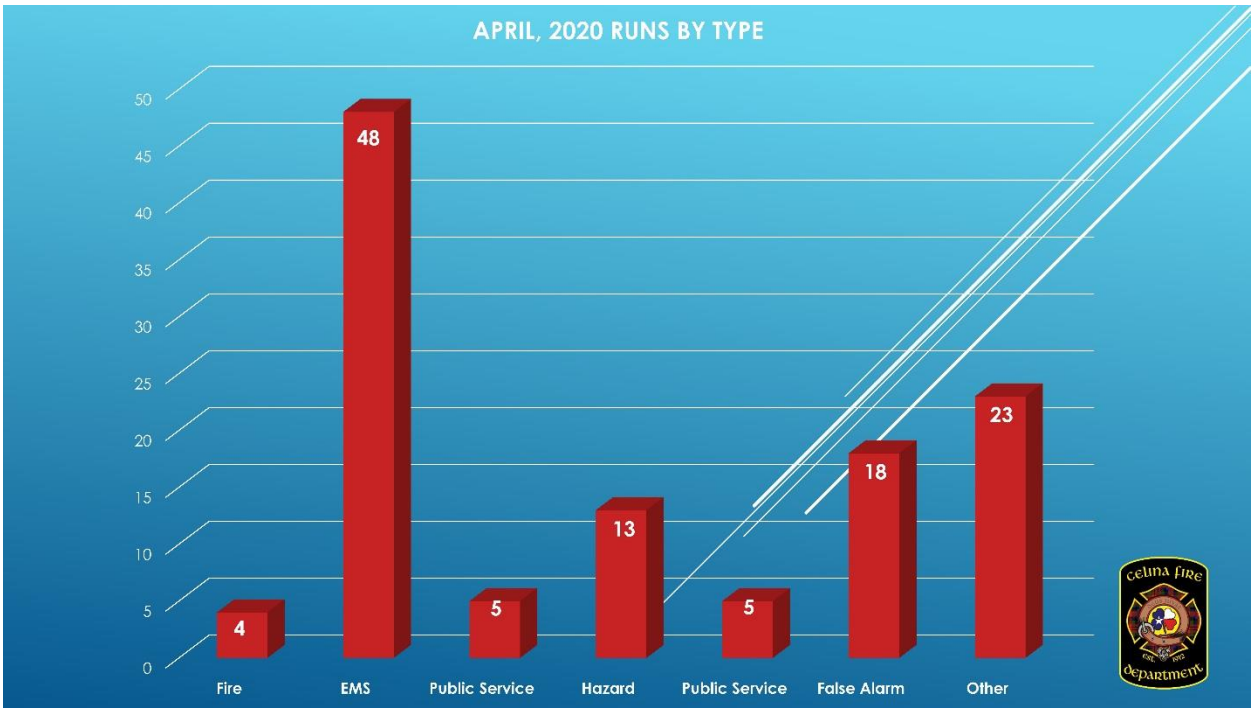
MEMORANDUM

To: Honorable Mayor Sean Terry and the Celina City Council
From: Mark Metdker, Fire Chief/Fire Marshal
CC: Jason Laumer, City Manager
Date: 5/12/2020
Re: April 2020 Fire Department Activity Report

This is the April Fire Department monthly report. It will detail the activity from Operations, EMS, Community Relations and Fire Prevention. As always, thanks for your continued support of your Fire Department. Please contact me with any questions or comments.

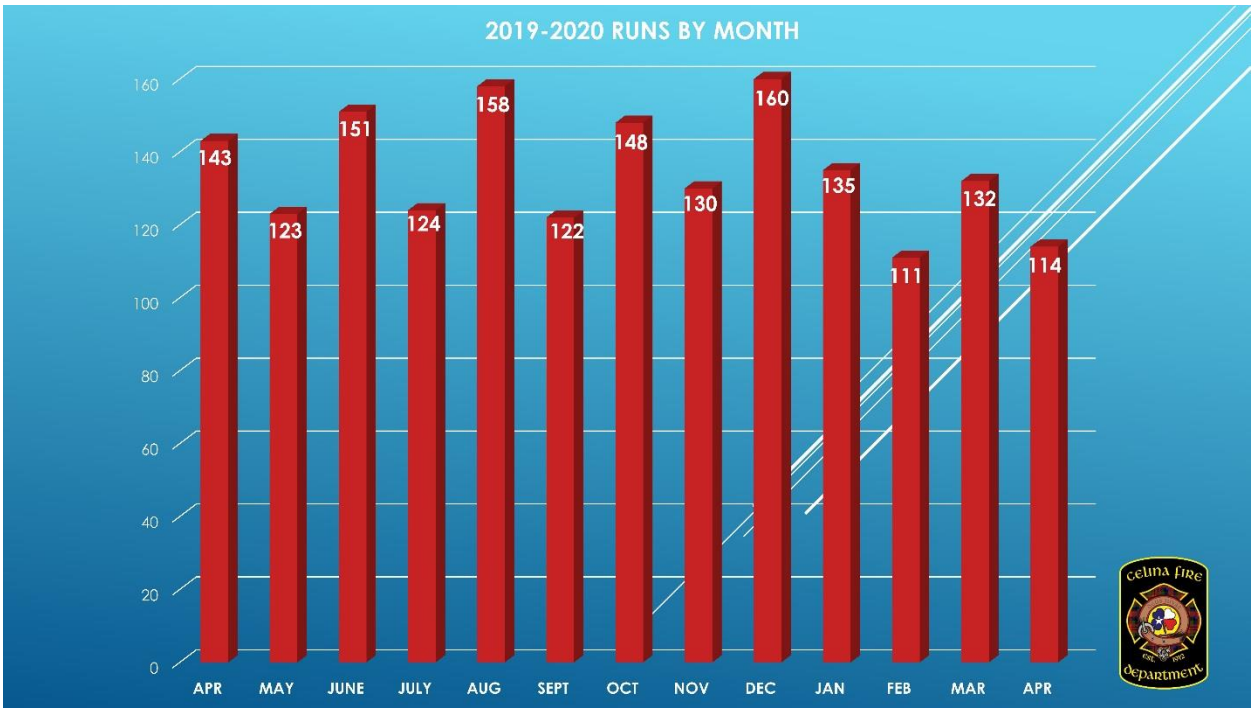
Calls for Service

Celina FD had a busy month with 114 calls for service. 48 calls were EMS related



Attachment: Fire AprilReport2020 (Staff Reports)

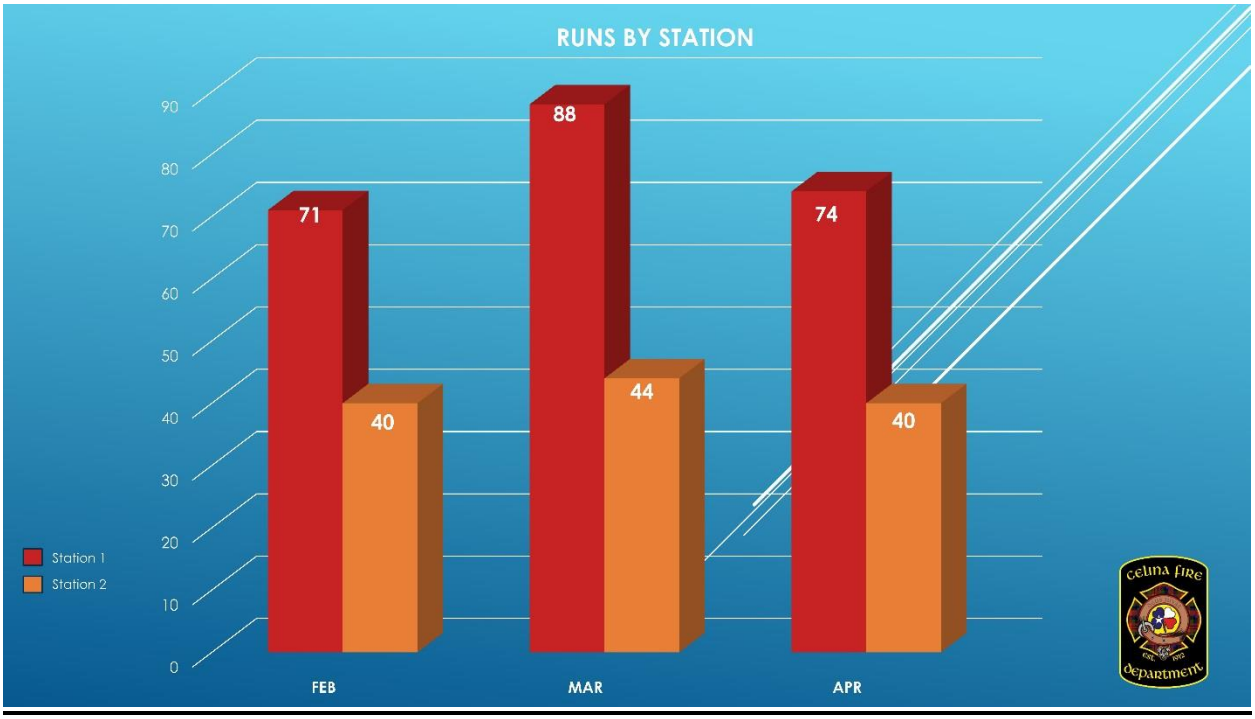
Celina FD breakdown of calls by month



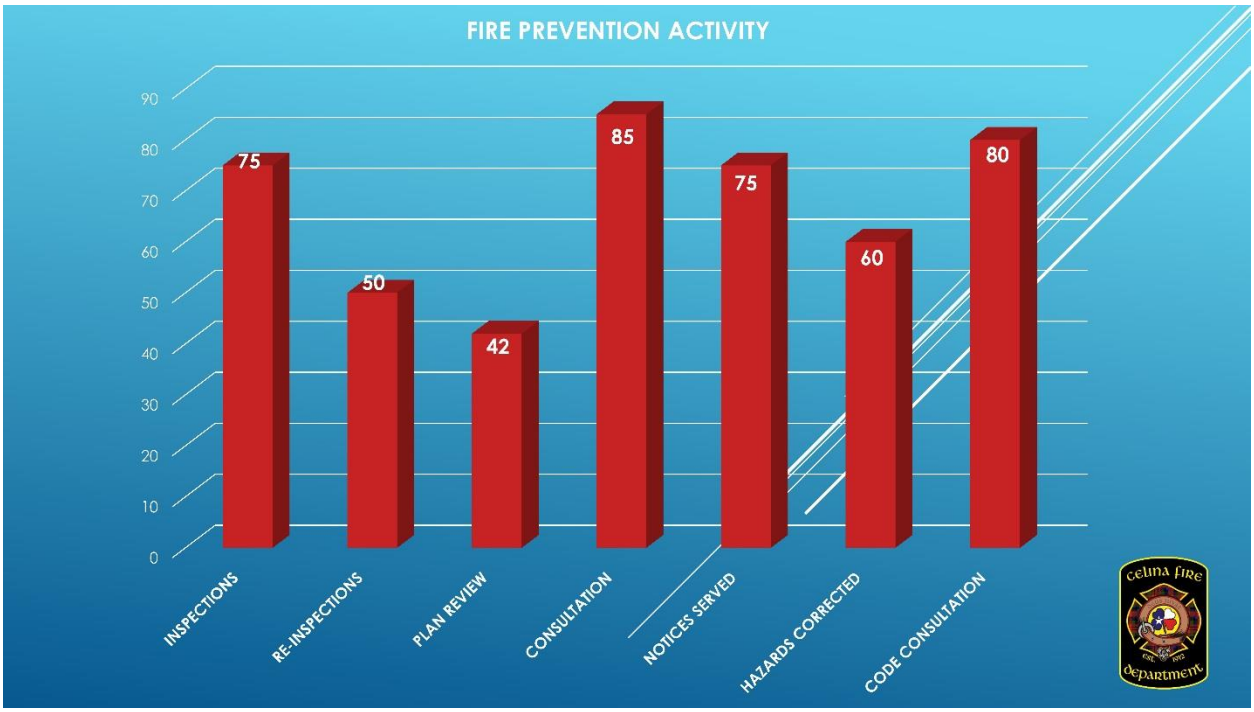
2020 projects an increase in calls

Attachment: Fire AprilReport2020 (Staff Reports)

Station 1 and Station 2 breakdown



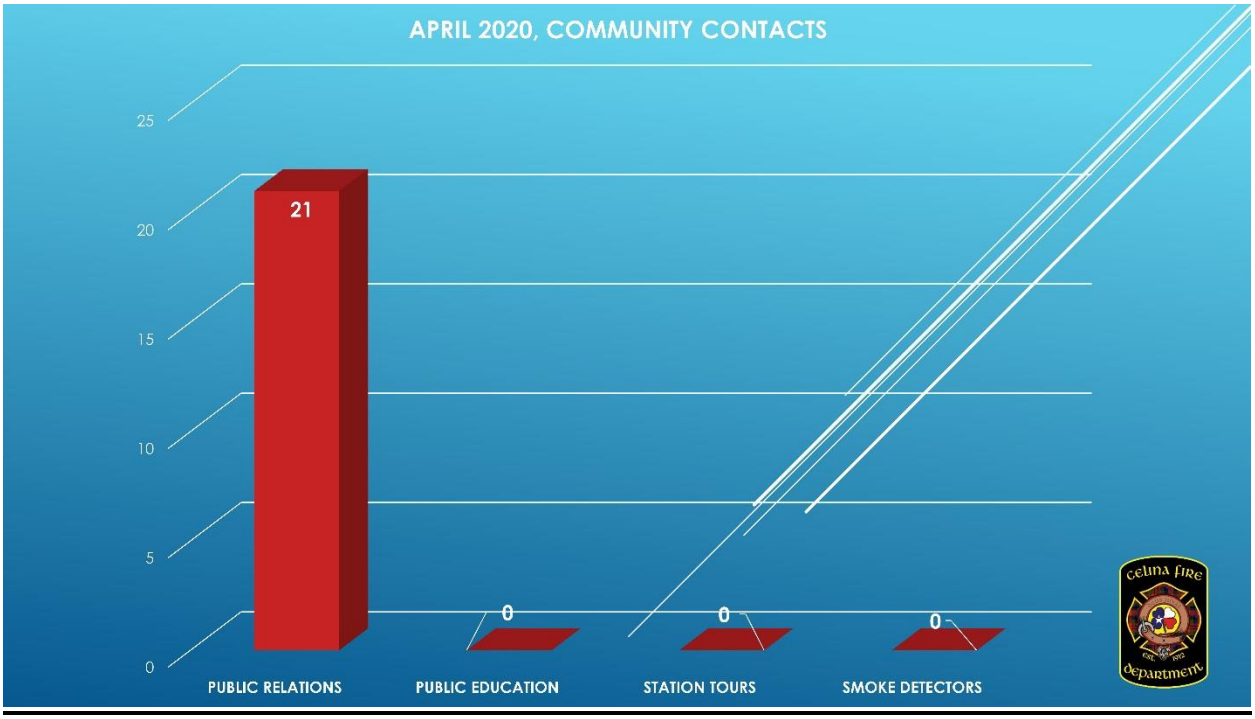
Fire Prevention and Inspections



Attachment: Fire AprilReport2020 (Staff Reports)

Public Relations

COVID-19 has affected our public relations for April



Thanks for your continued support of the Celina Fire Department. If you have any questions or comments, please let me know. mmetdker@celina-tx.gov

Attachment: Fire AprilReport2020 (Staff Reports)

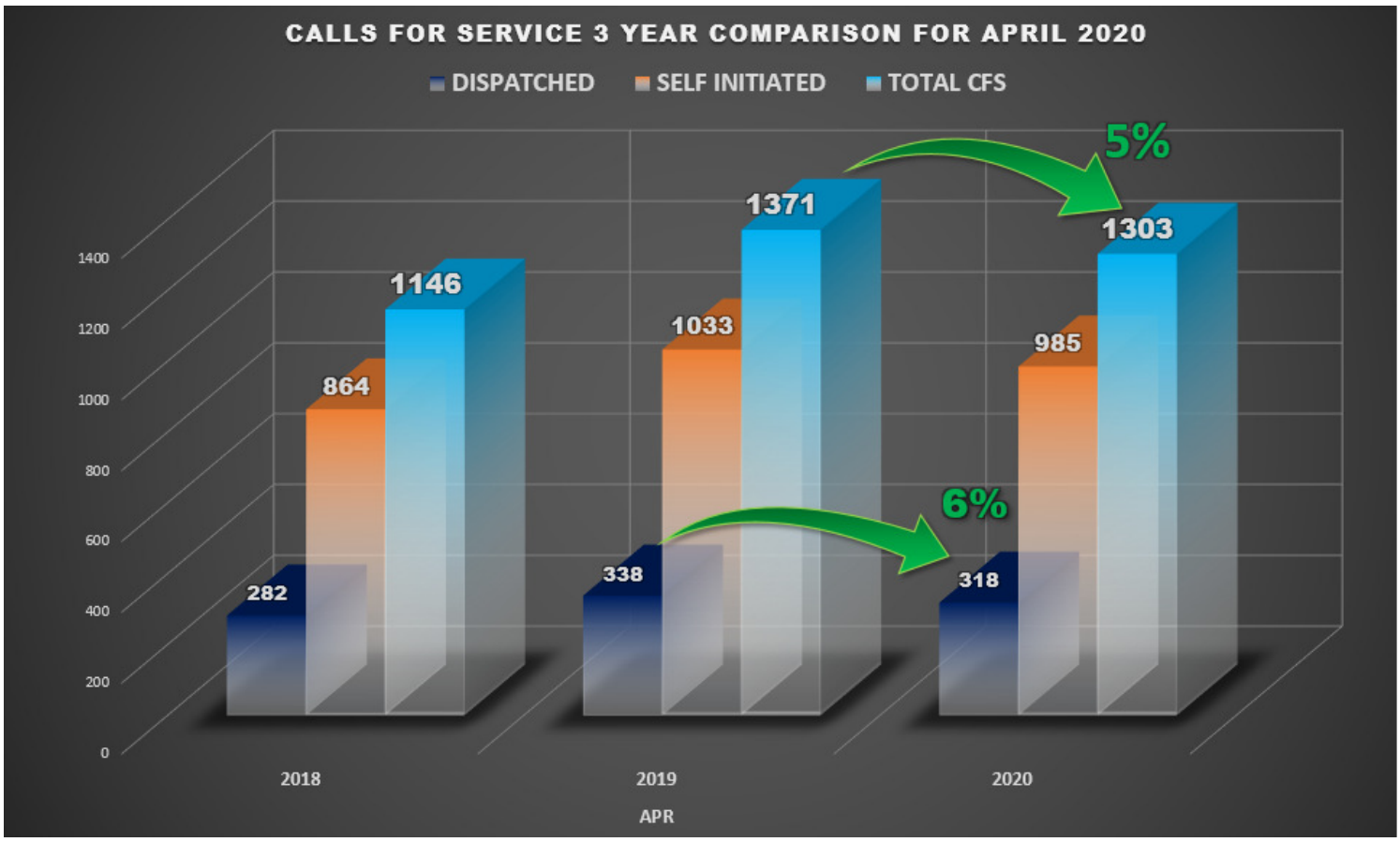
Life Connected.

Celina Police Department
City of Celina, Texas

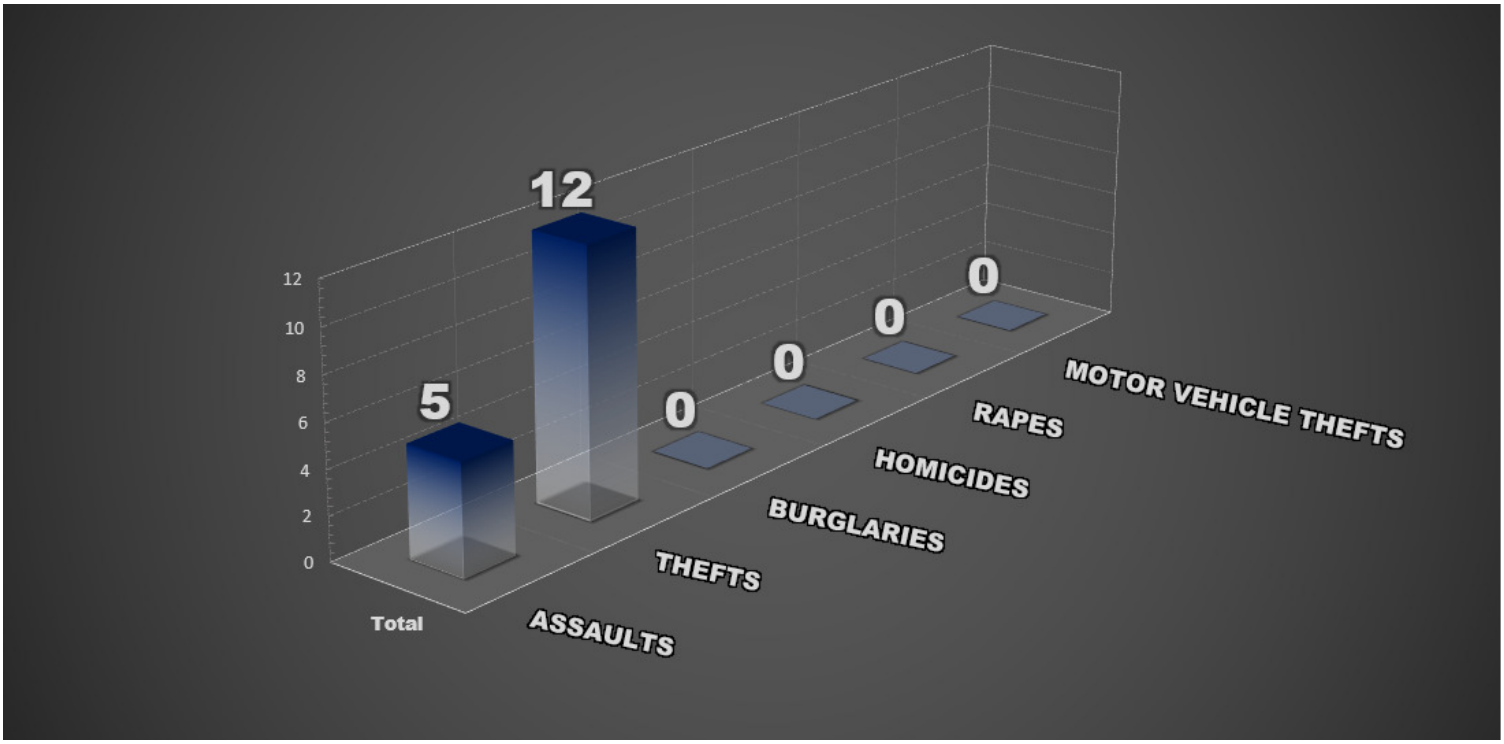
MEMORANDUM

To: Honorable Mayor, Sean Terry and the Celina City Council
From: Tony Griggs, Chief of Police
CC: Jason Laumer, City Manager
Date: 05/12/2020
Re: April 2020 Monthly Police Report

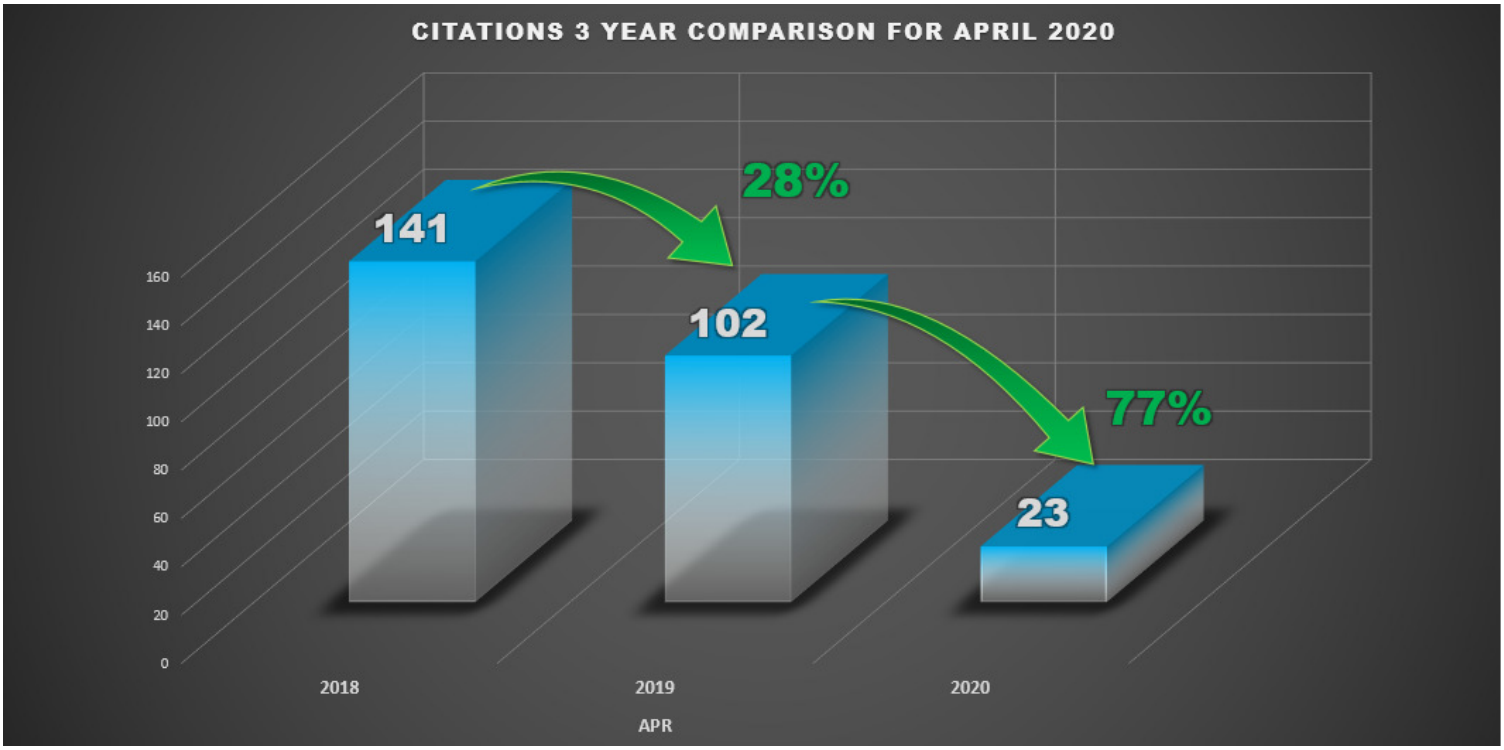
In April 2020, we recorded 1303 Total Calls for Service. Compared to April 2019, our Total Calls for Servic decreased 5%. Dispatched calls for service decreased 6% (Compared to April 2019, there was a decrease of 2 less dispatched calls for service. In part, this decrease is related to the COVID mitigation procedures.)



April's Part 1 Crimes indicate 5 Assaults and 12 Thefts. The department continues to focus on the problem solving initiative to prevent construction thefts, the Lock-Take-Hide initiative to encourage the community to lock their vehicles and remove their valuables, and the initiative to prevent domestic violence.

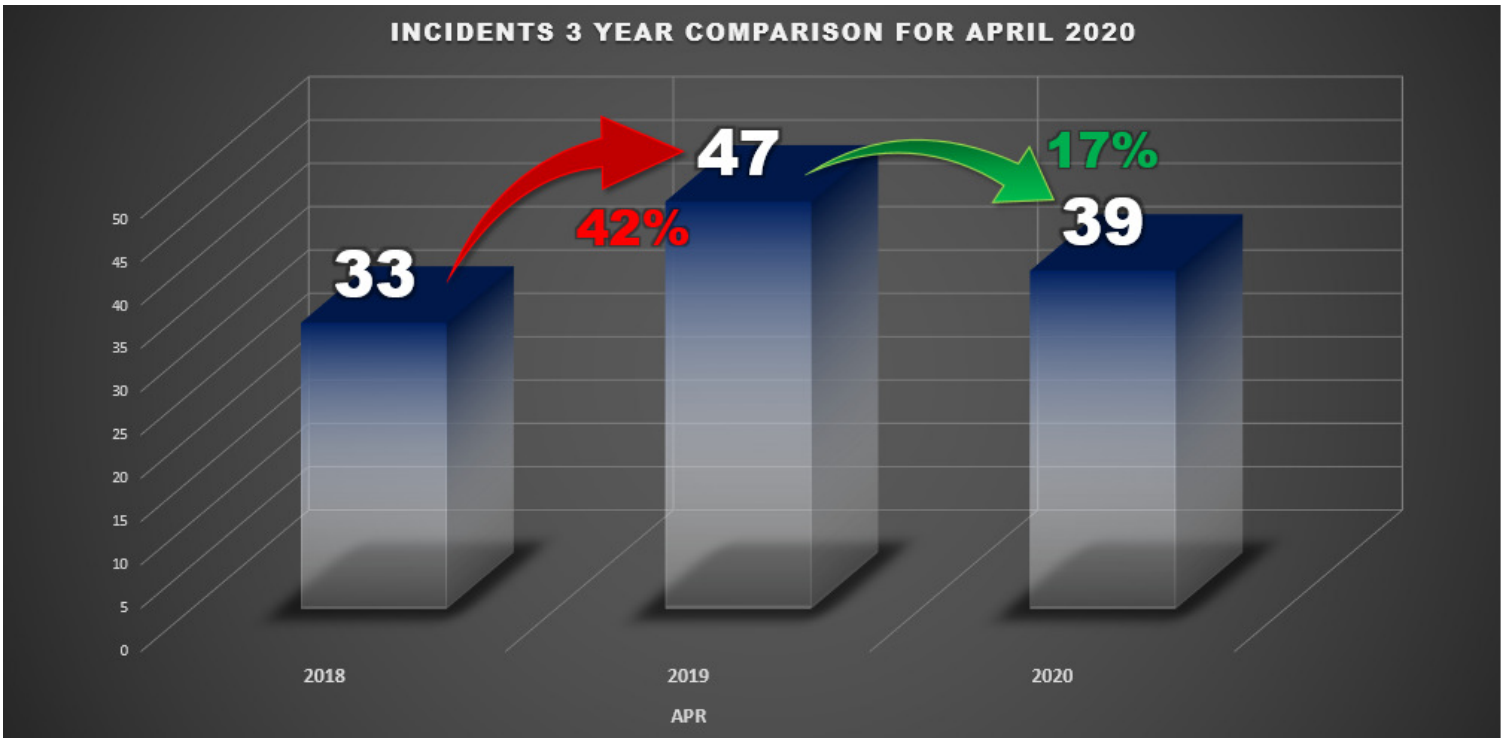


In April, Officers issued 23 citations. This averages to 0.20 citations per officer per 12-hour shift. The total averag citation per officer for 2019 was 0.93. Citations are down 77% from April 2019 (This decrease is related to the COVID mitigation procedures).

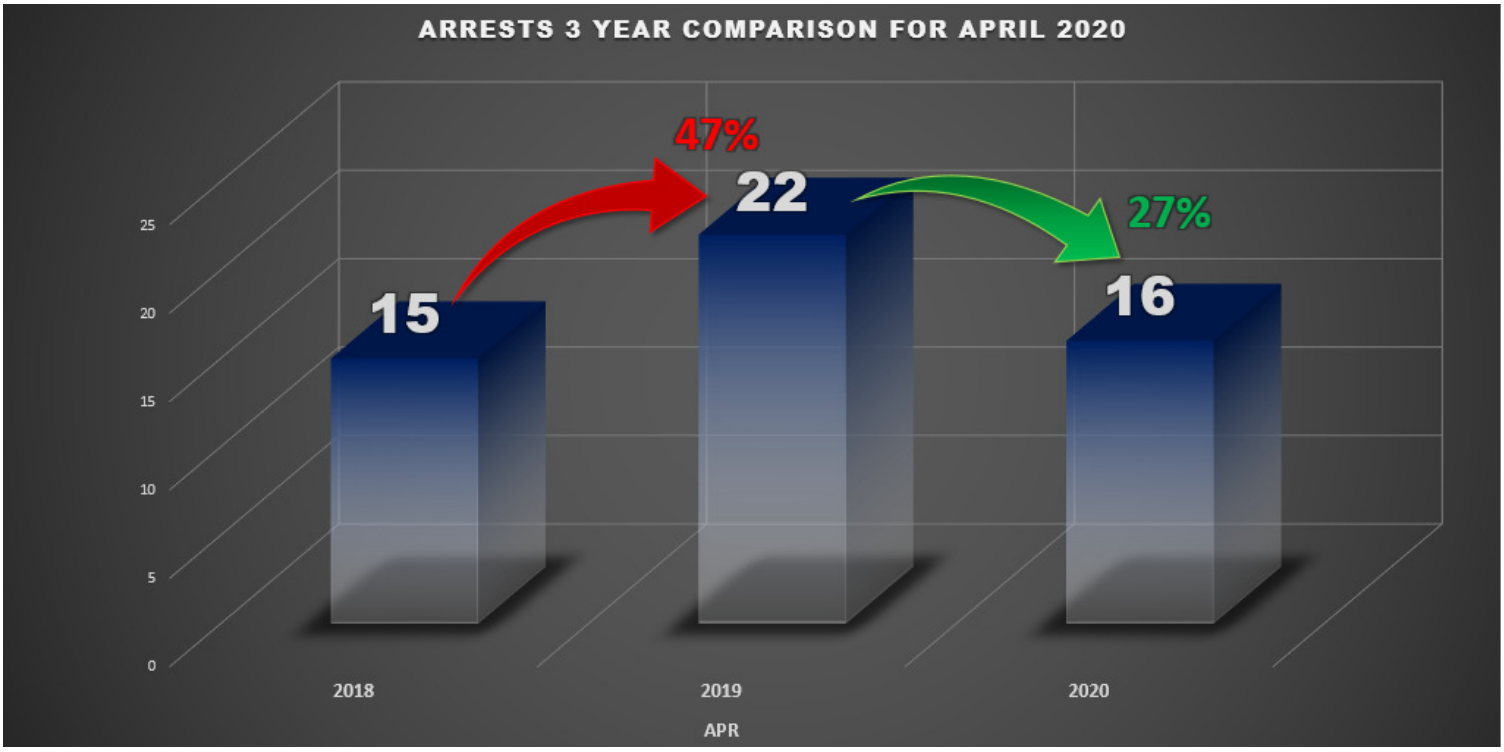


Attachment: Police 2020 April Monthly Report (Staff Reports)

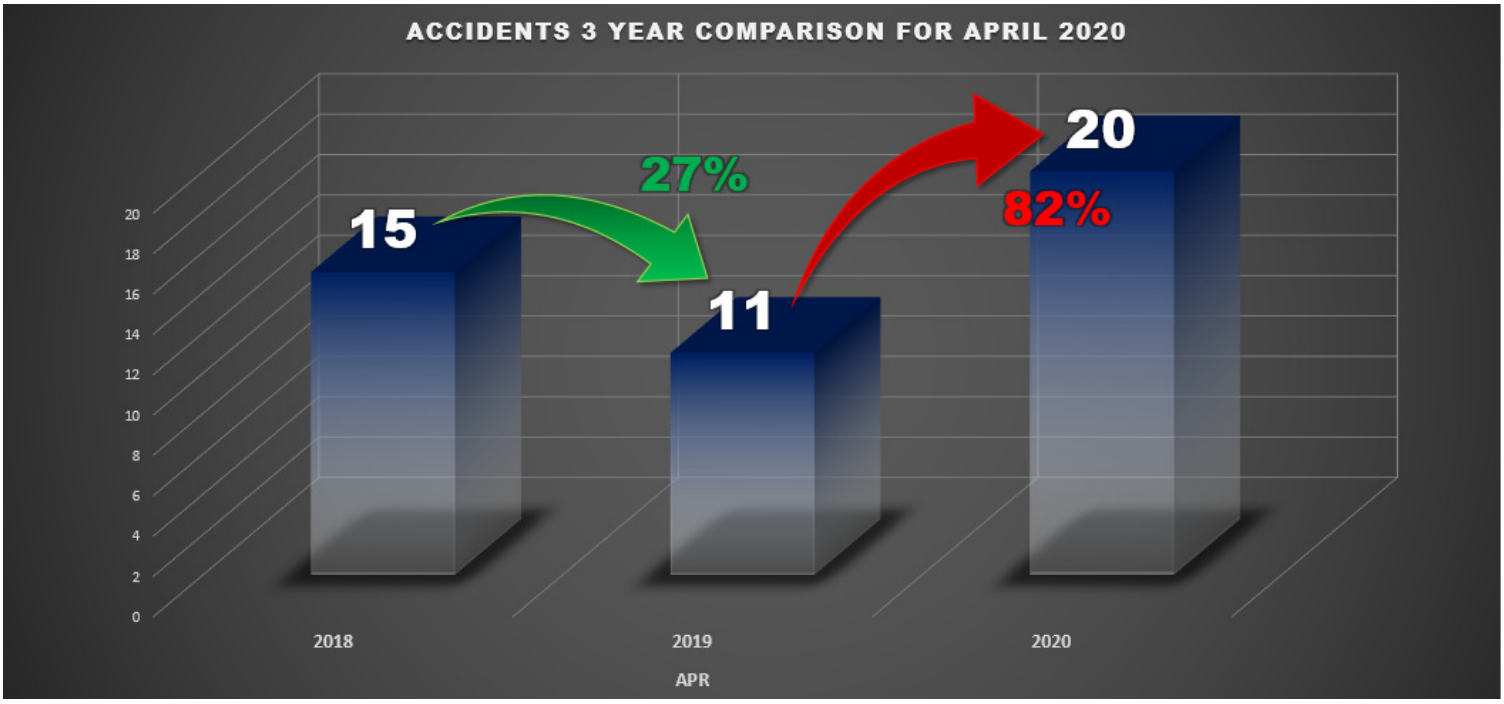
Incidents in April totaled 39. This is 17% decrease from April 2019. (Incidents require a substantial portion of officer time to investigate and complete reports.)



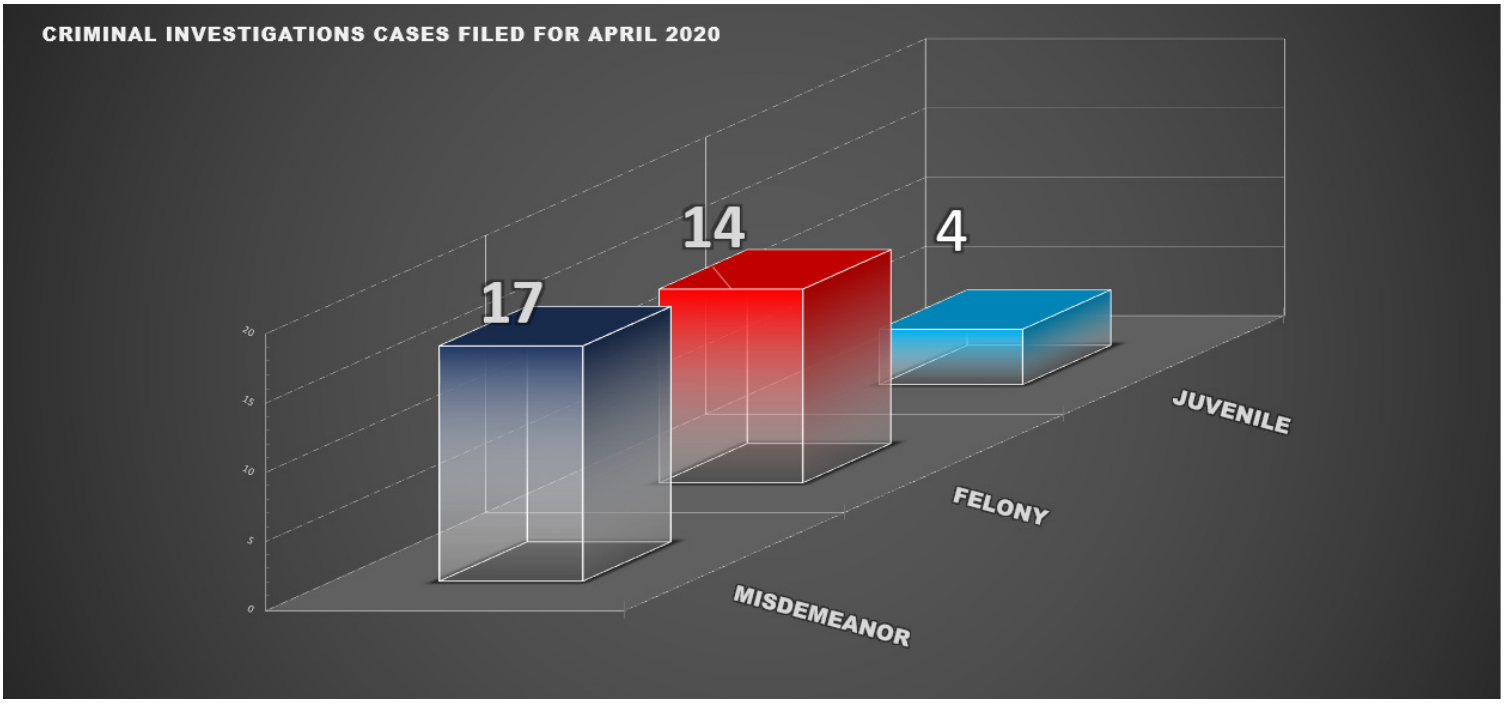
Arrests in April totaled 16. Arrests decreased 27% from April 2019. (Note: Arrests require a substantial portion of work-hours allocated per shift).



Accidents in April totaled 20, which are up 82% from April 2019.



Criminal Investigations filed 17 misdemeanor cases, 14 felony cases, and 4 juvenile cases with the D.A.'s Office in April.



Attachment: Police 2020 April Monthly Report (Staff Reports)

Key Department Indicators

Community Policing: The Celina Police Department continues to follow its overarching philosophy of Community Policin and engage the community as a partner in keeping Celina a safe community.

The Celina Police Department's 201 Annual report has been released. Th annual report allows the department t communicate with our community an highlight the significant work of our officer and our community.

We are keeping Celina a safe communit through community policing and a stron partnership with our community.

Patrol Intelligence/Narcotics Unit (PINU): The police department completed **3 narcotics** related reports and **16 Fiel Interviews** in the month of April.

The police department remains focused on our initiative to proactively prevent substance abuse among minors and kee our community safe.

Training: The department continues to focus on training areas identified through strategic analysis and that follow the department's strategic plan.

Individual Officer Training

- Officer Suitors
  - Child Abuse Prevention & Investigation
- Officer Webber
  - Civilian Interaction Training

Department Training

- Body Worn Cameras

Attachment: Police 2020 April Monthly Report (Staff Reports)

Recruit Officer Training

- Officer DiGeorge
  - Completed Field Training
- Officer Webber
  - Completed Orientation
  - Completed First Phase
- Officer Stone
  - Completed Orientation
  - Completed First Phase
- Officer Coduti
  - Completed Orientation
  - Completed First Phase.

Thank you for your continued support of the Celina Police Department. If you have any questions please contact me at 972-382-2121, or by email at tgriggs@celina-tx.gov .

Tony Griggs
Chief of Police

Celina Police Department
110 N. Colorado St. Celina, TX 75009
Office: 972.382.2121
FAX: 972.382.3879

tgriggs@celina-tx.gov

Life Connected.

CITY COUNCIL REGULAR MEETING
VIRTUAL MEETING
VIA ZOOM VIDEO CONFERENCE
TUESDAY, APRIL 14, 2020
5:00 PM

MINUTES

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Senior Pastor Jerry Butler of Cottage Hill United Methodist Church gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the Noise Ordinance. (McAfee)

Director of Development Services presented proposed changes to the current Noise Ordinance.

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

C. Staff Reports attached

V. OPEN FORUM:

No public comments were received during open forum.

VI. EXECUTIVE SESSION:

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - Mar 10, 2020 5:00 PM
2. City Council - Special Meeting - Mar 23, 2020 5:30 PM
3. City Council - Special Meeting - Mar 30, 2020 5:30 PM

B. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Hangartner Commercial, Inc. for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Nelson Hotel DIP) (Barton)

C. Consider and act upon an agreement between the City of Celina and the BNSF Railroad. (BNSF ROW Maintenance Agreement) (McAfee)

D. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 13: Utilities, by adding a new Article 13.10: Irrigation Systems. (Irrigation Ordinance) (McAfee)

(2020-18)

E. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 36 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 4,000 feet east of Preston Road and south of future Carl Darnall Parkway. (Public Works Service Center Annexation Service Agreement) (Mohan)

F. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 41 acre tract of land within the Extraterritorial Jurisdiction, generally located on the north side of Choate Parkway and approximately 1,600 feet west of Custer Road. (Gandy 40 Annexation Service Agreement) (Mohan)

G. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 119 acre tract of land within the Extraterritorial Jurisdiction, generally located on the southeast corner of future Coit Road and future Glendenning Parkway. (Tuscany Estates Annexation Service Agreement) (Mohan)

H. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 18 acre tract of land within the Extraterritorial Jurisdiction, generally located on the southwest corner of Oklahoma Drive and future Sunset Boulevard. (Oklahoma Sunset Annexation Service Agreement) (Mohan)

I. Consider and act upon a resolution setting a public hearing under Sec. 372.009 of the Texas Local Government Code for the creation of the Edgewood Creek Public Improvement District within the Extraterritorial Jurisdiction of the City of Celina, Texas; and authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing. (DeBuff)

(2020-19R)

J. Consider and act upon a resolution approving a policy for the use of social media for City business. (DeBuff)

(2020-20R)

K. Consider and act to award bid 2020-0028 for striping of Doe Branch and Clear Creek in an amount not to exceed $34,783.60 plus ten percent contingency ($3,478.36) for a total of $38,261.96 to Stripe-A-Zone, Inc. (Berry)

L. Consider and act to award RFQ for the Law Enforcement Center Master Plan to Brinkley Sargent in an amount not to exceed $83,320.00 (Berry)

M. Consider and act to authorize an agreement with TRC Engineers, Inc. for design services of Coit Road 24 Inch Water Line, Phases I & II from East Sunset Blvd to CR 110 in an amount not to exceed $411,700.00. (Berry)

N. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Garden Development Group LLC for water & wastewater impact fee credits. (Brawner)

O. Consider and act upon a resolution of the City Council of the City of Celina, Texas, authorizing the signatories of all city bank accounts. (Stovall)

(2020-21R)

P. Consider and act upon an ordinance of the City of Celina, Texas amending, continuing and renewing a declaration of a local state of disaster due to a public health emergency in response to the COVID-19 virus outbreak, pursuant to the Texas Disaster Act of 1975, Chapter 418 of the Texas Government Code and Chapter 122 of the Texas Health and Safety Code; providing a penalty; providing for publication; and providing an effective date. (Vanzant)

(2020-19)

Q. Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain authorized improvements to be financed within Neighborhood Improvement Area #3 of the Wells North Public Improvement District; approving a preliminary service and assessment plan updated for Neighborhood Improvement Area #3, including a proposed Neighborhood Improvement Area #3 assessment roll; directing the filing of the proposed Neighborhood Improvement Area #3 assessment roll with the City Secretary to make available for public inspection; noticing a public hearing for May 12, 2020 to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #3 of the Wells North Public Improvement District. (DeBuff)

(2020-22R)

Minutes Acceptance: Minutes of Apr 14, 2020 5:00 PM (Minutes Approval)

R. Consider and act upon a resolution of the City Council of the City of Celina, Texas hereby revising the City of Celina's street name approval policy; providing for an effective date hereof. (Colakovic)

(2020-23R)

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct the first of three public hearings to annex approximately 59 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-02 Annexation First Public Hearing) (Mohan)

Mayor Terry opened the hearing at 5:10 p.m. No public comment was received. The hearing was closed at 5:13 p.m.

1) Collin CAD Property ID 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,

2) Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,

3) Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,

4) Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,

5) Denton CAD Property ID 196342, being an approximate 5.51 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 5A; generally located approximately 1,500 feet south of FM 428 and approximately 3,600 feet east of FM 1385,

6) Denton CAD Property ID 515317, being an approximate 1.78 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 4A; generally located approximately 800 feet south of FM 428 and approximately 2,700 feet east of FM 1385,

7) Denton CAD Property ID 75818, being an approximate 3.574 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 2, and Abstract No. 1106 in the Old DCAD Survey, Tract 3C, 4B, 5B; generally located south of FM 428 and approximately 2,300 feet east of FM 1385,

Minutes Acceptance: Minutes of Apr 14, 2020 5:00 PM (Minutes Approval)

8) Collin CAD Property ID 2510786, being an approximate 8.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 64; generally located west of Custer Road and approximately 400 feet north of Choate Parkway,

9) Collin CAD Property ID 2616659, being an approximate 3.594 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey (Raelene Addition); generally located north of Choate Parkway and approximately 550 feet west of Custer Road,

10) Collin CAD Property ID 2617829, being an approximate 2.954 acre tract of land in Collin County, Texas, legally described as Abstract No. 1030 in the Jonathan Westover Survey, Tract 6; generally located approximately 300 feet south of Choate Parkway and approximately 1,300 feet east of County Road 86, and

11) Collin CAD Property ID 2647903, being an approximate 3.23 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 12; generally located at southwest corner of Custer Road and Sunset Boulevard.

B. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 36 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 4,000 feet east of Preston Road and south of future Carl Darnall Parkway. (Public Works Service Center Annexation) (Mohan)

(2020-20) Mayor Terry opened the hearing at 5:14 p.m. No public comment was received. The hearing was closed at 5:16 p.m.

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

C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by zoning an approximately 36 acre tract of land to Community Facilities District (CF), generally located approximately 4,000 feet east of Preston Road and south of future Carl Darnall Parkway. (Public Works Service Center Zoning) (Mohan)

(2020-21) Mayor Terry opened the hearing at 5:17 p.m. No public comment was received. The hearing was closed at 5:18 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Mindy Koehne, Place 5
AYES:	Steiner, Hopkins, Roberts, Koehne, Anderson
ABSENT:	Nabors

D. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 41 acre tract of land within the Extraterritorial Jurisdiction, generally located on the north side of Choate Parkway and approximately 1,600 feet west of Custer Road. (Gandy 40 Annexation) (Mohan)

(2020-22) Mayor Terry opened the hearing at 5:18 p.m. No public comment was received. The hearing was closed at 5:20 p.m.

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

E. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by zoning an approximately 41 acre tract of land to Commercial, Office, & Retail District (C) with Collin County Outer Loop Overlay (CCOLO), generally located on the north side of Choate Parkway and approximately 1,600 feet west of Custer Road. (Gandy 40 Zoning) (Mohan)

(2020-23) Mayor Terry opened the hearing at 5:20 p.m. No public comment was received. The hearing was closed at 5:21 p.m.

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

F. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 119 acre tract of land within the Extraterritorial Jurisdiction, generally located on the southeast corner of future Coit Road and future Glendenning Parkway. (Tuscany Estates Annexation) (McAfee)

(2020-24) Mayor Sean Terry opened the hearing at 5:22 p.m. No public comment was received. The hearing was closed at 5:26 p.m.

Minutes Acceptance: Minutes of Apr 14, 2020 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Hopkins, Roberts, Koehne, Anderson
ABSENT:	Nabors

G. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by zoning an approximately 119 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located on the southeast corner of future Coit Road and future Glendenning Parkway. (Tuscany Estates Planned Development) (McAfee)

(2020-25) Mayor Terry opened the hearing at 5:26 p.m. No public comment was received. The hearing was closed at 5:27 p.m.

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

H. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 18 acre tract of land within the Extraterritorial Jurisdiction, generally located on the southwest corner of Oklahoma Drive and future Sunset Boulevard. (Oklahoma Sunset Annexation) (McAfee)

(2020-26) Mayor Terry opened the hearing at 5:28 p.m. Dale Bainum of 3541 Heritage Trail asked about traffic patterns at Oklahoma and Sunset and the at-grade crossing at the railroad. Frank Abbott of Kimley Horn, Frisco, Texas, asked on behalf of Eland Energy for consideration of Sunset Boulevard alignment so that it will not have a negative effect on their property.

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

I. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by zoning an approximately 18 acre tract of land to Multi-Family Urban Edge District (MF-2), Agricultural District (AG), and Commercial, Office, & Retail District (C), generally located on the southwest corner of Oklahoma Drive and future Sunset Boulevard. (Oklahoma Sunset Zoning) (McAfee)

(2020-27) Mayor Terry opened the hearing at 5:40 p.m. No public comment was received. The hearing was closed at 5:40 p.m.

Minutes Acceptance: Minutes of Apr 14, 2020 5:00 PM (Minutes Approval)

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

J. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by rezoning an approximately 6 acre tract of land from General Commercial (C-2) to Planned Development (PD) with Mixed-Use District (MU) base zoning, generally located approximately 700 feet west of Preston Road and approximately 1,400 feet north of Frontier Parkway, within the City Limits. (Avilla (The Grove) Expansion PD) (McAfee)

Mayor Terry opened the hearing at 5:41 p.m. No public comment was received.

RESULT:	**TABLED [UNANIMOUS]**	**Next: 5/12/2020 5:00 PM**
MOVER:	Carmen Roberts, Place 4	
SECONDER:	Mindy Koehne, Place 5	
AYES:	Steiner, Hopkins, Roberts, Koehne, Anderson	
ABSENT:	Nabors	

K. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by rezoning an approximately 138 acre tract of land from Agricultural District (AG), to Planned Development (PD) with Dallas North Tollway Overlay (DNTO) base zoning, generally located west of Dallas Parkway and south of the future Outer Loop, within the City Limits. (Stearman Tract PD Zoning) (McAfee)

(2020-28) Mayor Terry opened the hearing at 5:42 p.m. Frank Abbott of Kimley Horn, 6160 Warren Parkway #210, Frisco, Texas, representing the applicant requested approval.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Justin Steiner, Place 1
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Hopkins, Roberts, Koehne, Anderson
ABSENT:	Nabors

IX. ACTION ITEM:

A. Consider and act upon a resolution of intent to annex approximately 1113 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-03 Annexation Resolution) (McAfee)

(2020-24R)

Minutes Acceptance: Minutes of Apr 14, 2020 5:00 PM (Minutes Approval)

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

1) Denton CAD Property ID 52814, being an approximate 15.582 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. Mcintire, Tract 2; generally located approximately 800 feet south of FM 428 and approximately 1,300 feet east of FM 1385,

2) Denton CAD Property ID 159742, being an approximate 3.919 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3A; generally located south of FM 428 and approximately 2,000 feet east of FM 1385

3) Denton CAD Property ID 159743, being an approximate 4.082 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. Mcintire, Tract 2A; generally located approximately 800 feet south of FM 428 and approximately 2,000 feet east of FM 1385,

4) Denton CAD Property ID 524106, being an approximate 14.642 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3B; generally located south of FM 428 and approximately 1,300 feet east of FM 1385,

5) Collin CAD Property ID 983555, being an approximate 36.100 acre tract of land in Collin County, Texas, legally described as Abstract No. 102 in the John D. Brown Survey, Tract 5; generally located on the north west corner of FM 2478 and CR 126 (future Peterman Parkway),

6) Collin CAD Property ID 1011693, being an approximate 17.744 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 10; generally located east of Coit Road (CR 87) and approximately 1,900 feet north of Choate Parkway

7) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,

8) Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,

9) Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. Mckim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,

10) Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,

Minutes Acceptance: Minutes of Apr 14, 2020 5:00 PM (Minutes Approval)

11) Denton CAD Property ID 208200, being an approximate 40.622 acre tract of land in Denton County, Texas, legally described as Abstract No. 926A in the MEP & PRR Survey, Tract 7A; generally located at southwest corner of Mobberly Road and Fairfield Road.

12) Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 24; generally located east of Preston Lakes Drive and north of Kristina Court,

13) Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,

14) Denton CAD Property ID 52739, being an approximate 5.35 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 9; generally located north of Parvin Road and approximately 550 feet east of Smiley Road,

15) Denton CAD Property ID 52758, being an approximate 9.65 acre tract of land in Denton County, Texas, legally described as Abstract No. 253A in the C. Copenhaver Survey, Tract 5; generally located approximately 250 feet north of Parvin Road and approximately 550 feet east of Smiley Road,

16) Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 34; generally located south of Kathie Court and west of the BNSF Railroad,

17) Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,

18) Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,

19) Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,

20) Collin CAD Property ID 1497918, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 19; generally located north of Mark Alexander Court and approximately 1,400 feet west of Kristina Court,

21) Collin CAD Property ID 1497927, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 20; generally located north of Mark Alexander Court and approximately 1,000 feet west of Kristina Court,

22) Collin CAD Property ID 1497954, being an approximate 11.278 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 23; generally located west of the BNSF Railroad and east of Kristina Court,

23) Collin CAD Property ID 1498016, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 29; generally located approximately 1,000 feet west of the BNSF Railroad and north of Kristina Court,

Minutes Acceptance: Minutes of Apr 14, 2020 5:00 PM (Minutes Approval)

24) Collin CAD Property ID 1725743, being an approximate 50.334 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 Jno M Herron Survey, Tract 7; generally located east of Preston Road and south of CR 100,

25) Denton CAD Property ID 52737, being an approximate 9.08 acre tract of land in Denton County, Texas, legally described as Abstract No. 791A in the J. Morton Survey, Tract 4A(3); generally located approximately 1,250 feet east of Smiley Road and approximately 500 feet north of Old Dairy Farm Road,

26) Denton CAD Property ID 155336, being an approximate 0.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 3; generally located 1,800 feet east of Smiley Road and approximately 900 feet north of Old Dairy Farm Road,

27) Collin CAD Property ID 985492, being an approximate 15 acre tract of land in Collin County, Texas, legally described as Abstract No. 360 in the F D Gary Survey, Tract 2; generally located approximately 1,200 feet east of FM 428 and south of Celina Road (FM 428),

28) Collin CAD Property ID 1529858, being an approximate 49.074 acre tract of land in Collin County, Texas, legally described as Abstract No. 360 in the F D Gary Survey, Tract 6; generally located approximately 1,600 feet east of FM 428 and south of Celina Road (FM 428),

29) Collin CAD Property ID 1498034, being an approximate 10.408 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 31; generally located west of the BNSF Railroad and north of Kristina Court,

30) Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 17b; generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,

31) Collin CAD Property ID 1497856, being an approximate 12.003 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 13; generally located south of Mark Alexander Court and approximately 300 west of the BNSF Railroad,

32) Collin CAD Property ID 1497865, being an approximate 13.955 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 14; generally located south of Mark Alexander Court and west of the BNSF Railroad,

33) Collin CAD Property ID 2611595, being an approximate 6.040 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 12-2; generally located south of Mark Alexander Court and approximately 670 west of the BNSF Railroad,

34) Collin CAD Property ID 1004549, being an approximate 64.4 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 4; generally located west of the BNSF Railroad and south of CR 99,

35) Collin CAD Property ID 1725752, being an approximate 12.6 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 6; generally located east of the BNSF Railroad and approximately 450 feet south of CR 99,

Minutes Acceptance: Minutes of Apr 14, 2020 5:00 PM (Minutes Approval)

36) Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 21; generally located north of Mark Alexander Court and approximately 700 feet west of Kristina Court,

37) Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,

38) Collin CAD Property ID 2656677, being an approximate 150.667 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 18; generally located on the southwest corner of Choate Parkway and Custer Road,

39) Collin CAD Property ID 2794435, being an approximate 170.958 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 14; generally located south of Choate Parkway and approximately 1,500 feet west of Custer Road,

40) Collin CAD Property ID 2794473, being an approximate 50.117 acre tract of land in Collin County, Texas, legally described Abstract No. 945 in the Coleman Watson Survey, Tract 28; generally located north of Brinkmann Ranch Road Parkway and approximately 2,500 feet west of Custer Road, and

41) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road.

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 5:54 p.m.

_____
Sean Terry, Mayor

_____
Secretary

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Apr 14, 2020 5:00 PM (Minutes Approval)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Vicki Tarrant, City Secretary
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	Disaster Declaration Repeal

Action Requested:
Consider and act upon an ordinance of the City Council of the City of Celina, Texas, repealing ordinance No. 2020-19 (Disaster Declaration). (Vanzant)

Background Information:
This ordinance will bring the City into compliance with the governor's latest orders regarding the current public health issues with COVID-19.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has prepared this ordinance.

Supporting Documents:
Ordinance

Staff Recommendation:

CITY OF CELINA, TEXAS

ORDINANCE 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, REPEALING ORDINANCE NO. 2020-19; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; 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, on April 14, 2020, the City of Celina adopted Ordinance No. 2020-19 declaring a local state of disaster for public health emergency as a result of the impact of COVID-19; and

WHEREAS, on April 28, 2020, the Governor of Texas issued an Executive Order Relating to the Expanded Reopening of Services; and

WHEREAS, Ordinance No. 2020-19 is inconsistent with said Executive Order and the Council desires to rely solely on directives issued by the Governor.

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

SECTION 1
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 2

REPEALER CLAUSE

Celina Ordinance No. 2020-19 is hereby repealed in its entirety. Any action or claim which has been initiated or has arisen on this date of adoption shall continue to be governed by Ordinance No. 2020-19.

SECTION 3
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 disasters which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending

Attachment: 2020- Disaster Declaration Repealing Ordinance No 2020-19 (Disaster DeclarationRepeal)

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 4
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 5
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this_____day of May, 2020.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
Lance Vanzant, City Attorney
City of Celina, Texas

Attachment: 2020- Disaster Declaration Repealing Ordinance No 2020-19 (Disaster DeclarationRepeal)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Vicki Tarrant, City Secretary
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	Municipal Judge appointment

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, appointing Art Maldonado as judge of the Municipal Court of the City of Celina, Texas, setting the compensation of said judge, setting the term of office of said judge, and establishing authority in accordance with State laws and the Home Rule Charter of the City of Celina. (Tarrant)

Background Information:
A Municipal Judge is appointed every three years per the Celina Home Rule Charter. Current Judge Art Maldonado is available for re-appointment.

Financial Considerations:

Legal Review:

Supporting Documents:
resolution

Staff Recommendation:

CITY OF CELINA
RESOLUTION 2020- R

A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPOINTING A JUDGE OF THE MUNICIPAL COURT OF THE CITY OF CELINA, TEXAS; SETTING THE COMPENSATION OF SAID JUDGE; SETTING THE TERM OF OFFICE OF SAID JUDGE; ESTABLISHING AUTHORITY IN ACCORDANCE WITH STATE LAWS AND THE HOME RULE CHARTER OF THE CITY OF CELINA, TEXAS.

WHEREAS, The City Council of the City of Celina, Texas, by this resolution does hereby appoint Art Maldonado to the office of Judge of the Municipal Court of the City of Celina, Texas, for a term to commence with the passage of this resolution and to terminate at the end of three years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

Section 1. Compensation:

The Municipal Judge shall be paid monthly as may be determined by the City Council. Said Judge will not be entitled to insurance benefits or retirement benefits provided by the City of Celina, Texas to its full time employees.

Section 2. Authority

This resolution is enacted in accordance with the laws of the State of Texas providing for the filling of the office of the Judge of the Municipal Court of the City of Celina, Texas by appointment as authorized by the Home Rule Charter of the City of Celina.

Section 3. Effective Date

This resolution shall take effect on _____, 2020, and as the law in such cases provides, shall expire at the end of June, 2023.

DULY PASSED by the City Council of the City of Celina, Texas on the ___ day of _____, 2020.

_____
Sean Terry, Mayor

_____
Vicki Tarrant, City Secretary

Attachment: 2020- R AppointMunicipalJudge (Municipal Judge)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Vicki Tarrant, City Secretary
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	Planning & Zoning appointment to fill a vacancy.

Action Requested:
Consider and act upon appointment of Bryan Poche to the Planning & Zoning Commission. (Tarrant)

Background Information:
There is a vacancy on the Planning & Zoning Commission due to a resignation. Mr. Poche has been nominated and has served another city board.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:
Approve

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:	May 12, 2020
Re:	Noise Ordinance

Action Requested:
Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.04. (Noise Ordinance) (McAfee)

Background Information:
The ordinance is being amended to revise Article 8.04, Noise.

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

Supporting Documents:
- Staff Presentation
- Proposed Ordinance

Staff Recommendation:
Staff recommends approval as presented.

Noise Ordinance

Revision

City Council

May 12, 2020

Attachment: Staff Presentation (Noise Ordinance)

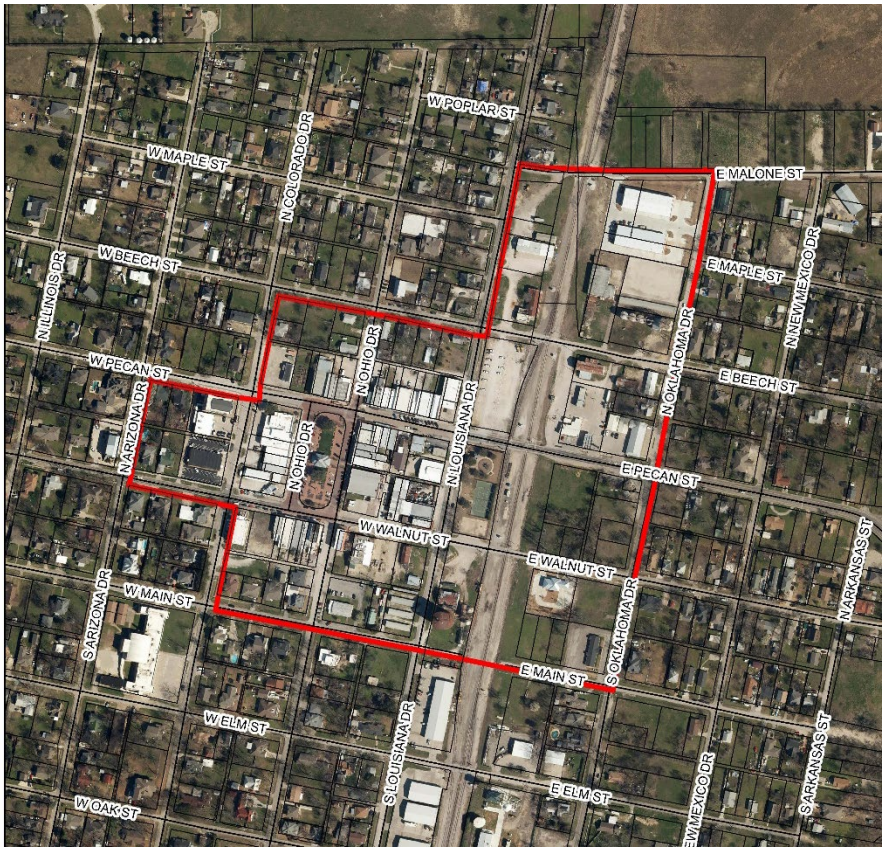
Background

- The City Council formally adopted the Downtown Master Plan in 2019
- **Entertainment** was among the 4 key themes of the future downtown brand
- Part of the implementation of the Downtown Master Plan includes a review of the City's current noise ordinance
- A work session discussion was held in April

Policy Considerations

- Balancing the interests of residents and downtown businesses (present & future) is important
- Many sample policies from thriving downtowns were reviewed from around the region and State
- Proposed revisions apply to the downtown and entertainment district area
- Residents always have the right to file a noise complaint through the Municipal Court

Downtown Area



For purposes of this discussion, the area in question is Downtown & the Entertainment District

Attachment: Staff Presentation (Noise Ordinance)

Proposed Ordinance Revisions

- Geographically defines the downtown and entertainment district area where entertainment is likely to locate
- 9 PM cutoff Sunday through Thursday
- 11:30 PM cutoff Friday & Saturday
- Venues must install noise mitigation features
- Contains an objective standard of 85 decibels for a violation (matches State law standard)

Next Steps

- ~~Discussion & Feedback~~
- ~~City Council: 4-14-20 (work session)~~
- City Council: 5-12-20 (ordinance adoption)

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 8: OFFENSES AND NUISANCES, ARTICLE 8.04 NOISE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the future growth and development of the City will result in entertainment and other venues being located in the vicinity of residential neighborhoods; and

WHEREAS, the City Council desires to establish reasonable regulations that do not needlessly interfere with such growth and development which protects residents from unreasonable noises and which protect residents.

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

SECTION 1
INCORPORATION OF PREMESIS

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: Proposed Ordinance (Noise Ordinance)

SECTION 3
AMENDMENT

3.01 That the City Code of Ordinances, Chapter 8, Offenses and Nuisances, Article 8.04 Noise, Sec. 8.04.005; Specific noises prohibited shall be amended to create a revised subdivision (2) Radios, television sets, musical instruments, and similar devices which shall read as follows:

"(2) Radios, television sets, musical instruments, and similar devices.

(A) Operate or permit to be operated within a zoning district containing residential uses or within the Downtown & Entertainment District as depicted on the map below any radio receiver set, musical instrument, television, phonograph, stereo or device in a manner as to unreasonably disturb the ordinary sensibilities of a reasonable and prudent person. Any such activity shall create a noise disturbance per se if conducted between the hours of 11:30 p.m. and 7:00 a.m. on Friday and Saturday, or between the hours of 9:00 p.m. and 7:00 a.m. on Sunday through Thursday.

(B) Operate or permit to be operated within a non-residential zoning district any radio receiver set, musical instrument, television, phonograph, stereo or device in a manner as to unreasonably disturb the ordinary sensibilities of a reasonable and prudent person.

(C) In any zoning district it shall be a nuisance per se to operate or permit to be operated any radio receiver set, musical instrument, television, phonograph, stereo or device at a decibel level that exceeds 85 measured at the property line of a complainant.

(D) Outdoor Music Venues.

(i.) For purposes of this subsection the term OUTDOOR MUSIC VENUE means a commercial property 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 for 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.

(ii.) For outdoor music venues permitted prior to the adoption of this sub-section 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 his designee."

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

Attachment: Proposed Ordinance (Noise Ordinance)

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 noise violations 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
PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Five Hundred Dollars ($500) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

SECTION 8
PUBLICATION

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.

Attachment: Proposed Ordinance (Noise Ordinance)

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this the 12th day of May, 2020.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
Lance Vanzant, City Attorney

Attachment: Proposed Ordinance (Noise Ordinance)

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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:	May 12, 2020
Re:	Health Ordinance

Action Requested:
Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 6: Health and Sanitation, Article 6.04. (Health Ordinance) (McAfee)

Background Information:
The ordinance is being amended to revise Article 6.04, Food Establishments.

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

Supporting Documents:
- Staff Presentation
- Proposed Ordinance

Staff Recommendation:
Staff recommends approval as presented.

Health Ordinance

Revision

City Council

May 12, 2020

Life Connected.

Background

- It is best practice to monitor the Code of Ordinances for improvement opportunities
- Celina's health code, much like most city's health codes, are essentially a reflection of the State's health code with minor local adjustments
- The State's health code has received minor adjustments over the years, necessitating minor adjustments to the City's code

Policy Considerations

- Compliance with State law changes (last ordinance amendment was 2006)
- Opportunity to improve upon the current language to clarify any confusing passages and provide better guidance on permitting timeframes
- Other general clean-up and house keeping
- No substantive revisions to the ordinance

Next Steps

- Staff recommends approval
- City Council: 5-12-20 (ordinance adoption)
- No work session was proposed due to the ordinance revisions being minor in nature and reflecting existing State law changes

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CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 6: HEALTH AND SANITATION, ARTICLE 6.04: FOOD ESTABLISHMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENATLY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council desires to amend its current ordinance regarding Health and Sanitation and has determined that certain regulations, rules, and procedures concerning food establishments should be adopted in the interest of public health and safety; and

WHEREAS, the City Council finds that the adoption of this ordinance is necessary in the interest of public health, safety, and welfare of the citizens.

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: Health Ordinance (Health Ordinance)

SECTION 3
AMENDMENTS

3.01 That the Celina Code of Ordinances, Chapter 6: Health and Sanitation; Article 6.04 Food establishments shall be amended to read as follows:

ARTICLE 6.04 FOOD ESTABLISHMENTS

Division 1. Generally

Sec. 6.04.001 Adoption of state rules on food service sanitation

The Texas Food Establishment Rules (rules) adopted by the state department of health at Title 25 Tex. Admin. Code sections 228.1 - 228.148; 228.152 – 228.153 and 228.171 – 228.57, as amended herein, are hereby adopted as the City rules for food service sanitation. A copy of these rules shall be maintained in the office of the City Secretary.

(1) As applied within the City, Title 25 Tex. Admin. Code section 228.32 (2) is amended to delete "or" and replace with "and."

(2) As applied within the City, Title 25 Tex. Admin. Code section 228.249 (b) "Inspection frequency, performance-based and risk based." is amended to delete "If the regulatory authority cannot meet this frequency,".

Sec. 6.04.002 Hearings

(a) The City Council hereby appoints the Development Services Director as the appeals officer for purposes of appeals taken under this article for denials, revocations and suspensions.

(b) The hearing provided for herein shall be conducted by the Development Services Director at the time and the place designated by the Director. Based upon the recorded evidence of such hearing, the Director shall make a final finding and shall sustain, modify, or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit, license or certificate by the Director.

Sec. 6.04.003 Notice for hearings

A notice provided for in this section is considered served when it is delivered to the holder of the permit, the holder's on site representative, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit.

Sec. 6.04.004 Fee schedule

All fees referenced herein shall be as set forth in the fee schedule (section A4.003, health permits) found in appendix A of this code, on file and available for inspection in the office of the City Secretary.

Attachment: Health Ordinance (Health Ordinance)

Sec. 6.04.005 Penalties

(a) Administrative penalty. The City Health Officer may impose an administrative penalty on a person or establishment that the city requires to hold a permit under this article or if the person or establishment violates this article or any regulations adopted under said article.

(b) Amount of administrative penalty. The amount of the penalty may not exceed $500.00 per day, and each day a violation continues or occurs is a separate violation for the purpose of imposing a penalty. The procedures for imposing a penalty and the opportunity for judicial review shall be as set forth under section 437.0185 of the Texas Health and Safety Code.

(c) Criminal offense/penalty. A person commits an offense if the person operates a food service establishment, retail food store, mobile food unit, or roadside food vendor without a permit required by the city. A criminal offense under this section is a class C misdemeanor. Each day on which a criminal offense occurs constitutes a separate offense.

Secs. 6.04.006–6.04.030 Reserved

Division 2. Regulations, Permits, and Inspections

Sec. 6.04.031 Generally

Any reference to "regulatory authority" in the rules shall mean the City by and through its authorized representative to enforce the provisions of this article. For purposes of this article, the "authorized representative" shall be the Development Services Director, or his authorized designee.

Sec. 6.04.032 Permit required

(a) It shall be unlawful for any person to operate a food establishment within the limits of the City without having been issued a valid health permit. Only a person who complies with the requirements in this article shall be entitled to receive or retain a permit, and notwithstanding the fact that all inspections necessary for obtaining a food service establishment permit have been completed, such permit shall not be issued until after the building in which the establishment is to be located has been issued a certificate of occupancy by the City. Permits are not transferable from one person, place or entity to another person, place or entity. A valid permit shall be posted in or on a conspicuous place of every food establishment regulated by this article. The permit required by this article shall be issued annually, commencing on January 1st and remaining in effect until December 31st. Any permit issued during the course of the year shall expire on December 31st, irrespective of date of issuance. There shall be no pro-ration of fees assessed after the first month of each period.

(b) Mobile food establishments and hot trucks shall be considered food establishments and shall comply with all pertinent regulations contained herein. The permit required by this article shall be issued annually, commencing on January 1st and remaining in effect until December 31st. Any permit issued during the course of the year shall expire on December 31st, irrespective of date of issuance. There shall be no pro-ration of fees assessed after the first month of each period.

(c) Temporary food establishment permits shall be in effect for a period of time not exceeding 7 consecutive days in conjunction with a single event or celebration.

Sec. 6.04.033 Issuance of permits

(a) Any person desiring to operate a food establishment shall make a written application for a permit on a form provided by the City. The application shall include the name and address of each applicant, the location and type of food establishment and the signature of the applicant. An application for a temporary food establishment shall include the inclusive dates of the proposed operation and the location of the event.

(b) The application shall be accompanied by a nonrefundable permit fee, as set forth in the fee schedule (section A4.003, health permits) found in appendix A of this code, on file and available for inspection in the office of the City Secretary.

Sec. 6.04.034 Submission and review of plans

(a) Whenever a food establishment is constructed or extensively remodeled, whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the City for review and approval before construction, remodeling or conversion is commenced. The plans and specifications shall include a proposed menu, proposed layout, equipment arrangement, construction materials of work areas and finish schedules. No food establishment shall be constructed, extensively remodeled, or converted except in accordance with said approved plans and specifications.

(b) Deviation from the approved plans and specifications shall result in a food establishment permit denial, suspension, or revocation.

Sec. 6.04.035 Inspections

(a) The City shall inspect the food establishment prior to the issuance of the food establishment permit to determine compliance with any approved plans and specifications, compliance with other requirements of this article and shall determine that a certificate of occupancy has been issued for the building in which the establishment is to be located. Upon making such findings the food establishment permit may be issued subject to annual renewal, continued compliance with the provisions of this article, and the existence of a valid certificate of occupancy for the building in which the establishment is located.

(b) The Development Services Director or his designee shall classify food establishments as high priority, medium priority, or low priority; according to the type of operations, particular foods that are prepared, numbers of people served; susceptibility of the population served, and any other risk factor deemed relevant to the operation.

(c) Additional inspections of the food establishment shall be performed as often as necessary for the enforcement of this article.

(d) If during a routine inspection, immediate correction of a critical item is not achieved, the City shall verify correction of the violation within ten calendar days. If a critical item is not corrected during the initial inspection, a reinspection fee as set forth in the fee schedule (section

A4.003, health permits) found in appendix A of this code, shall be assessed at the follow up inspection.

(e) When the total cumulative demerit value of an establishment exceeds 30 demerits, the establishment shall immediately cease operations. The establishment shall remain closed until corrective action on all identified critical violations is complete. Corrective action on all other violations must be initiated within 48 hours. The establishment shall remain closed until reopened by the City, at which time a reinstatement fee as set forth in the fee schedule (section A4.003, health permits) found in appendix A of this code, shall be assessed.

(f) Denial of access to City shall be cause for suspension or revocation of the food service establishment permit.

Sec. 6.04.036 Posting of food handler and food establishment permits

(a) Every permit holder or person in charge shall at all times have available on the premises for inspection the food handler permit of its employees and shall at all times display in public view the food service establishment permit or mobile food establishment permit.

(b) A food service establishment permit that lapses for nonpayment of the annual health permit fee will be reinstated upon payment of a reinstatement fee, as set forth in the fee schedule (section A4.003, health permits) found in appendix A of this code.

Sec. 6.04.037 Suspension of a food service establishment permit

(a) The City may, without warning, notice, or hearing suspend any permit to operate a food establishment if

1. the holder of such permit does not comply with the requirements of this article
2. or, if the operation of the food establishment otherwise constitutes a substantial hazard to public health.

(b) Suspension is effective upon service of the notice. When a permit is suspended, food service operations shall immediately cease.

(c) Whenever a permit is suspended the holder thereof shall be afforded an opportunity for a hearing within 20 days after receipt of a written request for hearing.

(d) Whenever a permit is suspended, the holder thereof shall be notified in writing that an opportunity for a hearing shall be provided if a written request for hearing is filed with the City within ten days after receipt of notice. If no written request for a hearing is filed within a ten-day period, the suspension is sustained. The City may terminate the suspension at any time if reasons for suspension no longer exist.

Sec. 6.04.038 Revocation of a food permit

(a) The City may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of this article or for interference with the City in the performance of its duties.

(b) Prior to revocation, the City shall notify, in writing, the holder of the permit or the person in charge, of the specific reason for which the permit is to be revoked and that the permit shall be revoked at the end of the ten days after service of such notice unless a written request for a hearing is filed within the ten-day period. If no request for a hearing is filed within the ten-day period, the revocation of the permit becomes final.

(c) The holder of the revoked permit may make a written application for a new permit.

Sec. 6.04.039 Examination and condemnation of food

(a) An officer of the City shall tag, label, or otherwise identify any food subject to a hold order. No food subject to a hold order shall be used, served, or moved from the establishment. The City's hold order shall permit storage of the food under the conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished.

(b) A hold order shall state that a request for a hearing may be filed within ten days after issuance thereof and that if no hearing is requested the food shall be destroyed. On the basis of evidence produced at that hearing, the hold order may be vacated, or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of this section.

Sec. 6.04.040 Grease trap, Grease interceptor

A grease trap or grease interceptor is required unless otherwise approved by the City, and shall be located to be easily accessible for cleaning, operation, and maintenance. Location must be approved by the City and shall not be located within an area where food is held, prepared, stored or transferred. All grease traps and interceptors shall also be approved by the City prior to installation. Grease separators designed to be serviced manually by food establishment employees are not approved. Grease interceptors or separators located above ground, beneath one (1) fixture, are prohibited.

Secs. 6.04.041–6.04.060 Reserved

Division 3. Farmers' Markets

Sec. 6.04.061 Purpose; regulations; definitions adopted

(a) Purpose. Farmers' markets are exempt from the requirements of a food service establishment and are generally not required to comply with the Texas Food Establishment Rules. However, a local health authority may require permits and enforce temperature requirements governing potentially hazardous foods. The purpose of this article is to provide adequate health protection for the public through regulations including permitting and food safety regulations pertaining to persons who sell potentially hazardous food at farmers' markets. A farmers' market is a designated location used primarily for the distribution and sale directly to consumers of food by farmers or other producers.

(b) Regulations adopted. To the extent applicable to a farmers' market, there is hereby adopted by reference title 25, part 1, chapter 229, subchapter K,. and subchapter FF,. of the Texas Administrative Code, as amended, which regulate farmers' markets. Chapter 433, "Texas Meat and Poultry Inspection Act," applicable provisions of chapter 437, "Regulation of Food Service Establishments, Retail Food Stores, Mobile Food Units, and Roadside Food Vendors" and chapter 438, "Public Health Measures Relating to Food" of the Texas Health and Safety Code.

(c) Potentially hazardous food definition. A potentially hazardous food is a food that requires time and temperature control for safety ("TCS") to limit pathogen growth or toxin production, as further defined in Texas Administrative Code, title 25, part 1, chapter 229, subchapter K, section 229.162(74).

Sec. 6.04.062 Permit requirements; violations

(a) Permit, fee, renewal. A person who intends to sell potentially hazardous food at a farmers' market in the City must obtain from the City a farmers' market potentially hazardous food vendor permit. All permits expire on December 31st each year. The fees for the permits under this section are set by the fee schedule, found in appendix A of this code.

(b) Coordinator. For every farmers' market event, a coordinator must be designated by the company or group operating a farmers' market. The coordinator of the farmers' market is responsible for the day-to-day operations and monitoring of all food vendors, including TCS food vendors and non-TCS food vendors. The coordinator must submit to the City ten (10) business days in advance a list of all vendors participating and identify each vendor, state the extent to which a vendor will sell or distribute potentially hazardous food, provide food samples, or conduct cooking demonstrations.

(c) Certain activities exempt from permit fee. The permit fee required under subsection (a), above, is waived solely for sampling or cooking demonstrations that are conducted for bona fide educational purposes. A participant must pay the permit fee if the participant:

(1) Sells potentially hazardous food at the farmers' market; or

(2) Provides samples or performs cooking demonstrations other than for bona fide educational purposes.

(d) Cottage food operations exempt. To the extent set forth in chapter 437 of the Texas Health and Safety Code, and in title 25, part 1, chapter 229, subchapter EE, section 229.661 of the Texas Administrative Code a cottage food production operation is exempt from the requirements of this article; provided, however, that the City has authority to act to prevent an immediate and serious threat to human life or health. The City shall maintain a record of a complaint made by a person against a cottage food production operation. An individual who operates a cottage food production operation must have successfully completed a basic food safety education or training program for food handlers accredited under subchapter D, chapter 438 of the Texas Health and Safety Code. A cottage food production operation is required by state regulations to meet certain labeling requirements as set forth in title 25, part 1, chapter 229, subchapter EE, section 229.661(d).

(e) Violations, penalty. Establishments or persons that are not permitted as required under this section may not sell or distribute food at a farmers' market. Any violation of this section or of

the regulations set forth in other provisions of this article or adopted hereunder shall subject a violator to penalties as set forth in section 6.04.005 of this code.

Sec. 6.04.063 Meat; poultry and milk

(a) Meat and poultry. In addition to complying with the TCS regulations set forth in section 6.04.064(c), a person who sells or provides samples of meat or poultry or food containing meat or poultry shall comply with Texas Health and Safety Code, chapter 433.

(b) Milk. No raw milk or raw milk products may be sold or provided to a consumer.

Sec. 6.04.064 Cooking demonstrations, samples, temperatures

(a) Cooking demonstrations. Only the holder of a permit issued under this article may conduct a cooking demonstration at a farmers' market. A cooking demonstrator may conduct a cooking demonstration only if:

(1) Regardless of whether the demonstrator provides a sample of food to consumers, the farmers' market that hosts the demonstration:

(A) Has an establishment operator with a valid certification under subchapter D, chapter 438 of the Texas Health and Safety Code supervising the demonstration; and

(B) Complies with subsection (c), below, regarding food temperature; and

(2) A demonstrator may provide a sample of food to consumers only if the demons trator complies with subsection (b), below, and:

(A) The demonstrator provides a sample (bite-sized) only and not a full serving; and

(B) Samples of food prepared during a demonstration are provided not later than two hours after the beginning of the demonstration.

(b) Samples. Only the holder of a permit issued under this article may provide food samples to consumers. In providing samples to consumers, the holder of a permit issued under this article must comply with the following requirements:

(1) Samples must be distributed in a sanitary manner and must be bite-sized and not full portions.

(2) A person preparing produce samples on site must:

(A) Wear clean, disposable plastic gloves when preparing samples; or

(B) Observe proper handwashing techniques immediately before preparing samples;

(3) Produce intended for sampling must be washed in potable water to remove any soil or other visible material;

(4) Potable water must be available for washing;

(5) Except as set forth in subsection (c), below, potentially hazardous food, as determined by rule of the department, must be maintained at or below 41 degrees Fahrenheit or provided within two hours after cutting or preparing; and

(6) Utensils and cutting surfaces used for cutting samples must be smooth, nonabsorbent, and easily cleaned or disposed of.

(c) Food temperatures. Food temperature requirements shall be as set forth in this subsection; provided, however, that in any instance where this subsection conflicts with state law or rule, then the state law or rule shall prevail to the extent of the conflict.

(1) Potentially hazardous food sold, distributed, or prepared on site at a farmers' market, and potentially hazardous food transported to or from a farmers' market shall meet the requirements of this subsection (c).

(2) Frozen food. Stored frozen foods shall be maintained frozen.

(3) Hot and cold holding. All potentially hazardous food sold at, prepared on site at, or transported to or from a farm or farmers' market at all times shall be maintained at:

(A) For cold, 5 degrees Celsius (41 degrees Fahrenheit) or below; or

(B) For hot, 54 degrees Celsius (135 degrees Fahrenheit) or above.

(4) Cooking of raw animal foods. Raw animal foods shall be cooked to heat all parts of the food to the following temperatures:

(A) Poultry, ground poultry, stuffing with poultry, meat and fish to 74 degrees Celsius (165 degrees Fahrenheit) for 15 seconds;

(B) Ground meat, ground pork, ground fish, and injected meats to 68 degrees Celsius (155 degree Fahrenheit) for 15 seconds;

(C) Beef, pork, meat, fish and raw shell eggs for immediate service to 63 degrees Celsius (145 degrees Fahrenheit) for 15 seconds;

(D) Prepackaged, potentially hazardous food, that has been commercially processed, to 57 degree Celsius (135 degrees Fahrenheit);

(E) A raw or undercooked whole-muscle, intact beef steak may be served if:

(i) The steak is labeled to indicate that it meets the definition of "whole-muscle, intact beef" as defined in Texas Administrative Code, title 25, chapter 229, subchapter K, section 229.162(115) of this title (relating to definitions); or

(ii) The steak is cooked on both the top and bottom to a surface temperature of 63 degrees Celsius (145 degrees Fahrenheit) or above and a cooked color change is achieved on all external surfaces.

(F) Raw animal foods cooked in a microwave oven shall be:

(i) Rotated or stirred throughout or midway during cooking to compensate for uneven distribution of heat;

(ii) Covered to retain surface moisture;

(iii) Heated to a temperature of at least 74 degrees Celsius (165 degrees Fahrenheit) in all parts of the food; and

(iv) Allowed to stand covered for 2 minutes after cooking to obtain temperature equilibrium.

(5) Cooking fruits and vegetables. Fruits and vegetables that are cooked shall be heated to a temperature of 57 degrees Celsius (135 degrees Fahrenheit).

(6) Eggs. A farmer or egg producer that sells eggs directly to the consumer shall maintain the eggs at an ambient air temperature of 7 degrees Celsius (45 degrees Fahrenheit) as specified in Texas Administrative Code, title 25, chapter 229, subchapter K, section 229.164(c)(1)(C).

Sec. 6.04.065 Definitions

Authorized agent or employee. The employees of the City.

Bona fide educational purpose. A cooking demonstration made in good faith or made with earnest intent to instruct and educate.

Farmers' market. A designated location within the jurisdiction of the City used primarily for the distribution and sale directly to consumers of food by farmers or other producers.

Food. An agricultural, apicultural, horticultural, silvicultural, viticultural, or vegetable product for human consumption, in either its natural or processed state, that has been produced or processed or otherwise has had value added to the product in this state. The term includes:

(1) Fish or other aquatic species;

(2) Livestock, a livestock product, or a livestock byproduct;

(3) Planting seed;

(4) Poultry, a poultry product, or a poultry byproduct;

(5) Wildlife processed for food or byproducts;

(6) A product made from a product described by this subdivision by a farmer or other producer who grew or processed the product; or

(7) Produce.

Potentially hazardous food. A food that requires time and temperature control for safety to limit pathogen growth or toxin production as defined in 25 Texas Administrative Code, section 229.162.

State laws and rules. The state laws found in chapter 437 of the Texas Health and Safety Code and the state rules found at 25 Texas Administrative Code, chapter 229, subchapter FF, section 229.701–229.704."

3.02 All other articles, chapters, divisions, 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, Chapter 6: Health and Sanitation, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in 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
PENALTY

7.01 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 of this Ordinance shall be fined, upon conviction, an amount not to exceed two thousand dollars ($500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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
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 the Local Government Code.

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of May, 2020.

_____
Sean Terry
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Health Ordinance (Health Ordinance)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kim Brawner, Director of Engineering
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	Creeks of Legacy DA Amendment

Action Requested:
Consider and act to authorize the City Manager to execute a third amendment to the existing agreement by and among the City of Celina, Texas, the Board of Directors of Tax Increment Reinvestment Zone Number Two, City of Celina, CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC for the purpose of an amendment to an existing development agreement. (Creeks of Legacy Development Agreement Amendment) (Laumer)

Background Information:
This proposed 3rd amendment documents that CADG encumbered $138,6113.97 in constructions cost to repair a culvert failure in Creeks of Legacy Phase 1. This construction repair was outside the scope of their project and should have been completed at the City's cost. Due to the additional cost and time that CADG encumbered, the City has agreed to provide an extension to the deadline for the completion of the Amenity Center in Creeks of Legacy West. The 2nd amendment established a deadline of May 1, 2020. The City has agreed to extend this deadline to September 1, 2020.

Legal Review:
The City Attorney has reviewed this Development Agreement.

Supporting Documents:
- Proposed development agreement as amended

Staff Recommendation:
Staff recommends approval.

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment (this "Third Amendment") to the **Development Agreement** (the "Agreement") is made by and between the **CITY OF CELINA, TEXAS**, (the "City"), the **BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF CELINA** (the "Board") **CTMGT FRONTIER 80, LLC**, a Texas limited liability company ("CTMGT"), **CADG CREEKS OF LEGACY WEST, LLC**, a Texas limited liability company ("CADG West"), and **CADG CREEKS OF LEGACY STONEGATE, LLC**, a Texas limited liability company ("CADG Stonegate," and collectively with CTMGT and CADG West, the "Developer") to be effective May 12, 2020 (the "Effective Date"). Capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

RECITALS

WHEREAS, the City, the Board, CTMGT, CADG West, and CADG Stonegate are individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, the recitals contained in this Third Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Third Amendment; and (c) reflect the final intent of the Parties with regard to the subject matter of this Third Amendment; and

WHEREAS, the Parties acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Agreement remain in full force and effect; and

WHEREAS, the City, the Board, and CTMGT entered into the Agreement effective on June 18, 2014, entered into the First Amendment to the Agreement on June 11, 2019 ("First Amendment") and entered into the Second Amendment to the Agreement on October 8, 2019 ("Second Amendment"); and

WHEREAS, the City and the Developer desire to amend the Agreement as hereinafter set forth; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

1. The Agreement Remains in Full Force and Effect. The City and Developer acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Agreement, First Amendment and Second Amendment, remain in full force and effect.

2. Specific provisions contained in the Agreement shall be amended as follows:

Article VI, which was amended by the First Amendment to add Sections 6.1 and 6.2 to the Agreement, is hereby further amended to extend Developer's obligations for maintenance and repair and to extend the date of completion in Section 6.1 and 6.2 (a) as follows:

6.1 Inspection and Permitting. The City shall inspect, as required by City policies and ordinances, the construction of all structures, Authorized Improvements, and any infrastructure improvements necessary to support the proposed development within the Property, including water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. The City shall be the beneficiary of the required two (2) year maintenance bond the Developer shall provide for all Public Infrastructure and Authorized Improvements. The Developer and/or CTMGT shall provide additional maintenance and repair work as shown on **Exhibit N** attached to this Third Amendment, with estimated costs to be incurred by Developer as follows:

1. Paving - $131,140.00
2. CMT, Reports - $1,921.00
3. Irrigation Repair - $4,605.78
4. Sod Replacement - $947.19

Total Costs: $138,613.97

6.2 Additional Obligations.

(a) The Developer and/or CTMGT shall construct an amenity center (the "Amenity Center") on the west side of Legacy Drive and generally shown on **Exhibit F** attached to the First Amendment. Prior to the issuance of any single-family building permit for Phase #3, construction of the Amenity Center shall be completed and open to an End Buyer prior to September 1, 2020. The Amenity Center shall include a pool.

Article V. Section 13.10 shall be deleted and replaced in its entirety with the following:

13.10 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds of the Property
Exhibit B	Depiction of the Property
Exhibit C	Authorized Improvements with their Estimated Costs
Exhibit D	Road Construction Plan
Exhibit E	Map with location and detail of Authorized Improvements
Exhibit F	Phase Plan
Exhibit G	Frontier Parkway – Location of Bridge Railings
Exhibit H	Location of Irrigation and Maintenance of Medians
Exhibit I	Location of Monuments Signs
Exhibit J	Estimated Costs of Street Lighting
Exhibit K	Estimated Costs – Clear Creek Parkway Road Improvements
Exhibit L	Depiction of Right-of-Way
Exhibit M	Paving and Drainage – Escrows
Exhibit N	Culvert Maintenance and Repair

Attachment: 3rd Amendment to Development Agreement- Creeks of Legacy (Creeks of Legacy DA Amendment)

3. **Recitals.** In the event it becomes necessary to interpret any provision of this Third Amendment, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Third Amendment and, but for the intent of the Parties reflected by the recitals, would not have entered into this Third Amendment.

4. **Notices.** Notwithstanding anything contained in the Agreement to the contrary, any notice, submittal, payment or instrument required or permitted by the Agreement or this Third Amendment to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

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

With a copy to: Attn: Julie Fort
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

And to: Attn: Bond Counsel
Robert Dransfield
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

To the Developer: Attn: Mehrdad Moayedi
CTMGT Frontier 80, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

To the Developer: Attn: Mehrdad Moayedi
CADG Creeks of Legacy Stonegate, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

To the Developer: Attn: Mehrdad Moayedi
CADG Creeks of Legacy West, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

And a copy to: Attn: J. Prabha Cinclair
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Attachment: 3rd Amendment to Development Agreement- Creeks of Legacy (Creeks of Legacy DA Amendment)

To the TIRZ: Attn: City Manager
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

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.

5. **Entire Agreement.** This Third Amendment together with the Agreement and First Amendment shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this Third Amendment and the Agreement. This Third Amendment shall not be modified or amended except in writing signed by the Parties.

6. **Covenant Running with the Land.** This Third Amendment shall be a covenant running with the land and shall be binding upon the Parties, their assigns and future owners of all or any portion of the Property.

7. **Recordation.** This Third Amendment shall be recorded in the real property records of Denton County, Texas and Collin County, Texas.

8. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Third Amendment; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Third Amendment shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

9. **Applicable Law; Venue**. This Third Amendment is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action related to, arising out of, or brought in connection with this Third Amendment shall be in the Collin County District Court.

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

11. **Counterparts.** This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Attachment: 3rd Amendment to Development Agreement- Creeks of Legacy (Creeks of Legacy DA Amendment)

12. **Authority and Enforceability.** The City represents and warrants that this Third Amendment has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and the individual executing this Third Amendment on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Third Amendment has been approved by appropriate action of the Developer, and that each individual executing this Third Amendment on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Third Amendment is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

[SIGNATURE PAGES FOLLOW, REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF CELINA

By: _____
Name: Chad Anderson
Title: Mayor Pro-Tem

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 12th day of May, 2020 by _____ of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: 3rd Amendment to Development Agreement- Creeks of Legacy (Creeks of Legacy DA Amendment)

Tax Increment Reinvestment Zone Number Two, City of Celina

By: _____
Name: _____
Title: TIRZ #2 Board Chairperson
Date: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2020 by _____ of the Tax Increment Reinvestment Zone Number Two, City of Celina, on behalf of the Tax Increment Reinvestment Zone Number Two, City of Celina.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: 3rd Amendment to Development Agreement- Creeks of Legacy (Creeks of Legacy DA Amendment)

DEVELOPER:

CTMGT Frontier 80 LLC,
a Texas limited liability company

By: Centamtar Terras, LLC,
a Texas limited liability company
Its Manager

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

By:_____
Name: Mehrdad Moayedi
Its: Sole Manager and Member

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Mehrdad Moayedi, the Sole Manager and Member of CTMGT, LLC, as the Sole Member of Centamtar Terras, LLC, as the Manager of CTMGT Frontier 80, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

Attachment: 3rd Amendment to Development Agreement- Creeks of Legacy (Creeks of Legacy DA Amendment)

DEVELOPER:

CADG Creeks of Legacy Stonegate, LLC,
a Texas limited liability company

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

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

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

By:_____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

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

_____
Notary Public, State of Texas

DEVELOPER:

CADG Creeks of Legacy West, LLC,
a Texas limited liability company

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

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

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

By:_____
Name: Mehrdad Moayedi
Its: Manager

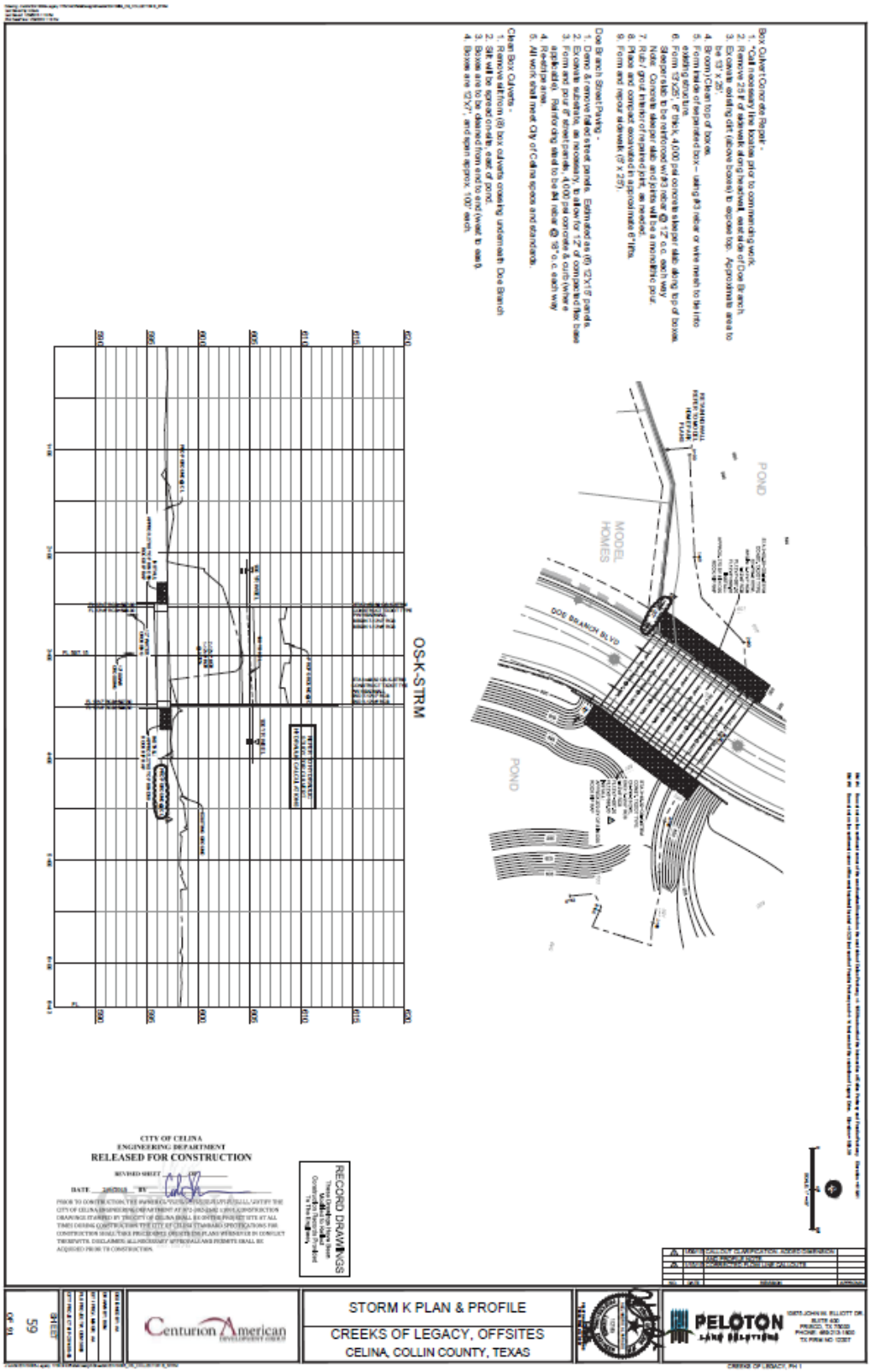
STATE OF TEXAS §
§
COUNTY OF DALLAS §

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

_____
Notary Public, State of Texas

EXHIBIT N

CULVERT MAINTENANCE AND REPAIR



THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (CREEKS OF LEGACY)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Paul DeBuff, Director of Administrative Services
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	La Terra PID Petition acceptance, calling Public Hearing to create PID

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, accepting a petition to create La Terra Public Improvement District, and calling for a public hearing. (DeBuff)

Background Information:
The City received a petition to create a Public Improvement District (La Terra) from Horizon Celina Partners LLC for a ±97.754 acre tract of land for Residential use on May 6, 2020.

The proposed resolution accepts the petition to create a PID and authorizes the city to hold a public hearing for the creation of the La Terra PID on June 9, 2020.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
- The city will not be obligated to pay any of the estimated cost to design, acquire and construct the Authorized Improvements of the PID
- The Authorized Improvements costs for each lot will be paid for by each lot owner
- The estimated total cost of the proposed Improvements is $23,400,000

Legal Review:
The City Attorney has reviewed this item.

Supporting Documents:
- PID petition and proposed resolution

Staff Recommendation:
Staff recommends approval.

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

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF CELINA, TEXAS:

COMES NOW Horizon Celina Partners LLC, a Texas limited liability company ("Petitioner"), the owner of certain taxable real property, and pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "Act"), hereby petitions the City of Celina, Texas ("City") to establish a public improvement district to include property located within the city limits of the City (the "District"). In support of same, Petitioner would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit A attached hereto and incorporated by reference herein.

II.

The general nature of the proposed public improvements (the "Improvements") include: (i) landscaping; (ii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (iv) projects similar to those listed in (i)-(iii); (v) special supplemental services for the improvement and promotion of the District; (vi) payment of expenses associated with operating and maintaining the improvements listed above; and (vii) payment of expenses incurred in the establishment, administration, and operation of the District.

III.

The estimated total cost of the proposed Improvements is $23,400,000.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Improvements (including interest).

Attachment: Celina Horizon Partners LLC - Petition for PID Creation Document - 5-6-1... (La Terra PID Petition acceptance, calling Public

V.

The City will not be obligated to provide any funding to finance the Improvements, other than from assessments levied on the District and tax increment reinvestment zone revenue, if a tax increment reinvestment zone is created within all or part of the District. No City property in the District shall be assessed. The Petitioner may fund certain improvements from other funds available to the Petitioner.

VI.

The management of the District will be by the City, with the assistance of one or more consultants selected by the City, who shall, from time to time, advise the City regarding certain operations of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition request, and concur with, the establishment of the District and have the corporate authority to execute and deliver the Petition.

VIII.

The Petitioner proposes the District be established and managed without the creation of an advisory board. However, if an advisory board is created, the Petitioner requests a representative of the Petitioner be appointed to the advisory board.

IX.

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who (a) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition will be filed with the City Secretary, City of Celina, Texas, in support of the creation of the District by the City Council of the City as herein provided.

SIGNATURE PAGE TO FOLLOW

Attachment: Celina Horizon Partners LLC - Petition for PID Creation Document - 5-6-1... (La Terra PID Petition acceptance, calling Public

EXECUTED this 6th day of MAY, 2020.

PETITIONER

Horizon Celina Partners LLC,
a Texas limited liability company

By: Celina 108 LLC.
a Texas limited liability company, its manager

By: _____
Mark Smith, President

Attachment: Celina Horizon Partners LLC - Petition for PID Creation Document - 5-6-1... (La Terra PID Petition acceptance, calling Public

Exhibit "A"
LEGAL DESCRIPTION
97.754 ACRES

BEING a tract of land in the J. HEATH SURVEY, ABSTRACT NO. 387, Collin County, Texas, and being part of that tract of land conveyed in Deed to JASC Investments Inc., according to the document of record filed in Document Number 20160610000730460, Official Public Records, Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 1/2" iron rod found for the common northwest corner of said JASC Investments Inc. tract and the southwest corner of that tract of land conveyed in Deed to Charles Ray Huddleston and Sherry Lynn Huddleston, according to the document filed of record in Volume 1368, Page 368, Deed Records, Collin County, Texas;

THENCE N 89° 56' 49" E, with the common north line said JASC Investments Inc. tract and the south line of said Huddleston tract, a distance of 269.47 feet to a 3/8" iron rod found for the common southeast corner of said Huddleston tract and the southwest corner of that tract of land described as Tract 1 as conveyed in Deed to Rodney L. Steed and wife, Tommie S. Steed, according to the document of record filed in Book 4393. Page 0942, Official Public Records, Collin County, Texas;

THENCE N 89° 06' 37" E, with the common north line said JASC Investments Inc. tract and the south line of said Tract 1, a distance of 220.24 feet to a 1/2" iron rod found for the common southeast corner of said Tract 1 and the southwest corner of that tract of land described as Tract 1 as conveyed in Deed to Tommie S. Steed and Rodney L. Steed, according to the document of record filed in Document Number 20071011001400330, Official Public Records, Collin County, Texas;

THENCE N 89° 35' 00" E, with the common north line said JASC Investments Inc. tract and the south line of said Tract 1, a distance of 220.01 feet to a 1/2" iron rod found for the common southeast corner of said Tract 1 and the southwest corner of that tract of land described as Tract 1 as conveyed in Deed to Rodney Lynn Steed, Linda Steed Evans, Kathy Steed Hill, Sally Ann Steed and Peggy Steed Jordan, according to the document of record filed in Document Number 20160323000342410, Official Public Records, Collin County, Texas;

THENCE N 89° 29' 11" E, with the common north line said JASC Investments Inc. tract and the south line of said Tract 1, a distance of 220.84 feet to a 1/2" iron rod found for the common southeast corner of said Tract 1 and the southwest corner of that tract of land conveyed in Deed to Jacki Cantrell, Co-Trustee of the Cantrell Family Trust; Kenny Cantrell, Co-Trustee of the Cantrell Family Trust; and Debbie Cantrell, Co-Trustee of the Cantrell Family Trust, according to the document of record filed in Document Number 20071205001624610, Official Public Records, Collin County, Texas;

THENCE N 89° 45' 20" E, with the common north line said JASC Investments Inc. tract and the south line of said Cantrell Family Trust tract, distance of 220.24 feet to a 1/2" iron rod found for the common southeast corner of said Cantrell Family Trust tract and the southwest corner of that

Attachment: Celina Horizon Partners LLC - Petition for PID Creation Document - 5-6-1... (La Terra PID Petition acceptance, calling Public

tract of land conveyed in Deed to Celina Parkway 28 Partners, LTD, according to the document of record filed in Document Number 20170616000786060, Official Public Records, Collin County, Texas;

THENCE N 89° 28' 39" E, with the common north line said JASC Investments Inc. tract and the south line of said Celina Parkway 28 Partners, LTD, a distance of 160.17 feet to a 1/2" iron rod set in the west line of that tract of land conveyed in Deed to Leslie C. Hall and Spouse, Barbara P. Hall, according to the document of record filed in Document Number 19920408000221690, Official Public Records, Collin County, Texas, for the common northeast corner of said JASC Investments Inc. tract and the most southerly southeast corner of said Celina Parkway 28 Partners, LTD;

THENCE S 00° 34' 21" E, with the common east line of said JASC Investments Inc. tract and the west line of said Hall tract, a distance of 199.37 feet to a 1/2" iron rod found for the common southwest corner of said Hall tract and the northwest corner of that tract of land conveyed in Deed to Jenny Kay Tolleson, according to the document of record filed in Document Number 20190927001202340, Official Public Records, Collin County, Texas;

THENCE S 00° 39' 11" E, with the common east line of said JASC Investments Inc. tract and the west line of said Jenny Kay Tolleson tract, a distance of 551.88 feet to a 1/2" iron rod found for the common southwest corner of said Jenny Kay Tolleson tract and the northwest corner of that tract of land conveyed in Deed to Laddie Garner and wife, Joan Garner, according to the document of record filed in Book 3969, Page 3021, Official Public Records, Collin County, Texas;

THENCE S 00° 30' 47" E, with the common east line of said JASC Investments Inc. tract and the west line of said Garner tract, a distance of 573.65 feet to a 1/2" iron rod set for a common interior ell corner of said JASC Investments Inc. tract and the southwest corner of said Garner tract;

THENCE N 88° 47' 55" E, with the common north line of said JASC Investments Inc. tract and the south line of said Garner tract a distance of 756.71 feet to a 1/2" iron rod found;

THENCE S 89° 25' 38" E, continuing with said common line, a distance of 447.04 feet to a 1/2' iron rod set;

THENCE S 51° 55' 44" E, a distance of 65.81 feet to a 1/2" iron rod set in the west line of Farm-to-Market Road 455 (FM 455), a 90' right-of-way, for the most easterly northeast corner of said JASC Investments Inc. tract;

THENCE S 00° 17' 07" E, with the common east line of said JASC Investments Inc. tract and the west line of said FM 455, a distance of 945.84 feet to a 1/2" iron rod set at the intersection of the west line of said FM 455 and the north line of CR 9, for the southeast corner of said JASC Investments Inc. tract;

Attachment: Celina Horizon Partners LLC - Petition for PID Creation Document - 5-6-1... (La Terra PID Petition acceptance, calling Public

THENCE S 89° 16' 10" W, with the common south line of said JASC Investments Inc. tract and the north line of said CR 9, a distance of 2,532.41 feet to a 1/2" iron rod set in the east line of that tract of land conveyed in Deed to Dynavest Joint Venture, according to the document of record filed in Book 2288, Page 114, Deed Records, Collin County, Texas, for the southwest corner of said JASC Investments Inc. tract;

THENCE N 01° 29' 13" W, with the common west line of said JASC Investments Inc. tract and the east line of said Dynavest Joint Venture tract, a distance of 1,940.30 feet to a 1/2" iron rod with a red plastic cap stamped "PEISER-MANKIN" found for the most easterly northeast corner of said Dynavest Joint Venture tract;

THENCE N 00° 16' 43" W, over and across said JASC Investments Inc. tract, a distance of 382.83 to the **POINT OF BEGINNING**, and containing 97.754 acres of land, more or less.

Attachment: Celina Horizon Partners LLC - Petition for PID Creation Document - 5-6-1... (La Terra PID Petition acceptance, calling Public

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, ACCEPTING A PETITION TO CREATE LA TERRA PUBLIC IMPROVEMENT DISTRICT, AND CALLING FOR A PUBLIC HEARING.

WHEREAS, the City of Celina, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its corporate limits or extraterritorial jurisdiction; and

WHEREAS, on May 6, 2020, Horizon Celina Partners LLC, a Texas limited liability company (the "Owner"), submitted and filed with the City Secretary of the City of Celina, Texas, a petition (the "Petition", which is attached as **Exhibit** "**A**" and incorporated herein for all purposes) meeting the requirements of the Act and indicating: (i) the owners of more than fifty percent (50%) of the appraised value of taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the proposed district have executed the Petition requesting the City Council create "La Terra Public Improvement District" (the "District"); and

WHEREAS, the Act states the Petition is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment: and

WHEREAS, the Act further requires that prior to the adoption of the resolution creating the District, the City Council must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and City.

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

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

Section 2. City staff reviewed the Petition and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

Section 3. The City Council calls a public hearing for June 9th, 2020 to be held at 112 N. Colorado Street, Celina, Texas on the advisability of the improvements, nature of the improvements, boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. Attached hereto as Exhibit "B" is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

Section 4. The City Council hereby authorizes and directs the City Secretary, on or before May 25, 2020, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls.

[*Remainder of page left blank intentionally*.]

PASSED AND APPROVED on this ____ day of _____, 2020.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

Attachment: Reso- City of Celina PID Creation (16878.1) 4819-7045-0107 v.1 (La Terra PID Petition acceptance, calling Public Hearing to create

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Paul DeBuff, Director of Administrative Services
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	ONCOR Distribution Cost Recovery Factor Denial Resolution

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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 denied; 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. (DeBuff)

Background Information:

- The Oncor Cities Steering Committee is a coalition of cities served by Oncor which joined together to review proposed rate increases
- Oncor proposed to amend rates to recover costs for service delivery which have been considered unreasonable
- This resolution is to allow the city to deny Oncor's rate amendment, continue to participate in the steering committee, and to allow designated attorneys and consultants to negotiate reasonable rates on behalf of the city

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:

- Oncor proposed to increase distribution rates by $75.9 million annually to recover costs; approximately an $0.88 increase to the average residential customer's bill

Legal Review:
The City Attorney has reviewed this item

Supporting Documents:

- Proposed resolution

Staff Recommendation:

Staff recommends approval

RESOLUTION NO. _____

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 DENIED; 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.

WHEREAS, the City of _____, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the Oncor Cities Steering Committee ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 3, 2020, Oncor filed with the Commission an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 50734, seeking to increase distribution rates by $75.9 million annually (an approximately $0.88 increase to the average residential customer's bill); and

WHEREAS, the City of _____ will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members deny Oncor's DCRF.

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

SECTION 1. That the City is authorized to participate with OCSC in Commission Docket No. 50734.

SECTION 2. That, subject to the right to terminate employment at any time, the City of _____ hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 4. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

SECTION 6. 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.

SECTION 7. That a copy of this Resolution shall be sent to Tab Urbantke, Attorney for Oncor, at Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202, and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

PASSED AND APPROVED this _____ day of _____, 2020.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

City Attorney

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Paul DeBuff, Director of Administrative Services
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	Creeks of Legacy Costs Determining Resolution & Preliminary Service and Assessment Plan

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas determining the costs of Phase #3 improvements to be financed by the Creeks of Legacy Public Improvement District; approving an updated Preliminary Service Plan and Assessment Plan, including proposed Phase #3 assessment roll; directing the filing of the proposed Phase #3 assessment roll with the City Secretary; calling a regular meeting and noticing a public hearing for June 9, 2020 to consider an ordinance levying assessments on property located within the Creeks of Legacy Public Improvement District; directing the filing of the proposed Phase #3 assessment roll with the City Secretary to make available for public inspection; directing city staff to publish and mail notice of said public hearing. (DeBuff)

Background Information:
The City Council approved the creation of the Creeks of Legacy Public Improvement District on April 29, 2014.

The property within the PID is being developed in phases; the third phase of which includes approximately 50.449 acres.

The City desires to amend the SAP to reflect the Phase #3 Improvements during the construction and development of Phase #3 of the District.

This resolution is to approve the amendment to the SAP to reflect costs of Phase #3 improvements to be financed by the creeks of legacy PID and authorize the city to hold a Public Hearing on June 9, 2020 to consider an ordinance levying assessments on property located within the Creeks of Legacy PID.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
The total cost of the Authorized Improvements that is proposed to be assessed against property within

Phase #3 of the District, including the costs of creating the District is $3.6 million.

Legal Review:
The City Attorney has reviewed this item.

Supporting Documents:
- Proposed resolution and Preliminary SAP

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF PHASE #3 IMPROVEMENTS TO BE FINANCED BY THE CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT; APPROVING AN UPDATED PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED PHASE #3 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED PHASE #3 ASSESSMENT ROLL WITH THE CITY SECRETARY; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR JUNE 9, 2020 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED PHASE #3 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Celina, Texas (the "City"), to create a public improvement district within the City; and

WHEREAS, on April 8, 2014 the City Council conducted a public hearing to consider a petition received by the City on April 8, 2014 titled "Petition for the Creation of a Public Improvement District Within the City of Celina, Texas, for the Creeks of Legacy Public Improvement District" requesting the creation of a public improvement district; and

WHEREAS, on April 29, 2014, the City Council approved Resolution No. 2014-17R (the "Authorization Resolution"), authorizing, establishing and creating the Creeks of Legacy Public Improvement District (the "District"); and

WHEREAS, the City authorized the creation of the District and the issuance of up to $40,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, on June 18, 2014, the City Council adopted Ordinance No. 2014-26, which approved the District Service and Assessment Plan dated June 18, 2014 (the "SAP"); and

WHEREAS, in addition to approving the SAP, Ordinance No. 2014-26 levied assessments against property within the District; and

WHEREAS, the property within the District is being developed in phases, the third phase of which includes approximately 50.449 acres ("Phase #3"); and

WHEREAS, the City desires to amend the SAP to reflect the Phase #3 Improvements (as defined in the Preliminary Amended SAP referenced below) and the construction of and development of Phase #3 of the District; and

WHEREAS, the approximate total cost of the Phase #3 Improvements benefitting property in Phase #3 of the District is approximately $4,403,717.00, as referenced in Table III-D of the Preliminary Amended SAP; and

WHEREAS, the City Council and the City staff have been presented an "Amended and Restated Creeks of Legacy Public Improvement District Preliminary Service and Assessment Plan" dated May 12, 2020 (the "Preliminary Amended SAP"), including the proposed assessment roll for Phase #3 attached thereto as Appendix I (the "Proposed Phase #3 Assessment Roll"), a copy of the Preliminary Amended SAP is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary Amended SAP sets forth the estimated total costs of the Phase #3 Improvements to be financed by the District for Phase #3 and the Proposed Assessment Roll states the assessments proposed to be levied against each parcel of land in Phase #3 of the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Assessment Roll be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be called to consider the Preliminary Amended SAP and proposed Phase #3 assessments and requires the

City Council to hear and pass on any objections to the Preliminary Amended SAP and proposed Phase #3 assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. THAT the City Council does hereby accept the Preliminary Amended SAP for the District, including the Proposed Phase #3 Assessment Roll. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary Amended SAP.

SECTION 3. THAT the City Council hereby determines that the total costs of the Phase #3 Improvements to be financed by the District are as set forth in Table III-D of the Preliminary Amended SAP, which costs include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. THAT the City Council's final determination and approval of the costs of the Phase #3 Improvements shall be subject to and contingent upon City Council approval of a final Amended SAP which will include final Phase #3 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Phase #3 Assessment Roll states the assessment proposed to be levied against each parcel of land in Phase #3 of the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary Amended SAP.

SECTION 6. THAT the City Council hereby authorizes and directs the filing of the Proposed Phase #3 Assessment Roll with the City Secretary and the same shall be available for public inspection.

SECTION 7. THAT the City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *June 9, 2020 at 5:00 p.m. at Celina City Council Chambers, 112 N. Colorado St., Celina, Texas 75009*, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within Phase #3 of the District that benefits from the Phase #3 Improvements (which ordinance shall specify the method of payment of the assessments). In the event that the City Council will be unable to meet at the City Council Chambers on June 9, 2020, the City will post on its website, www.celina-tx.gov, information for persons to attend the meeting by telephone, videoconference, or other electronic means.

SECTION 8. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on *June 9, 2020*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the City, on or before May 29, 2020 as required by Section 372.016(b) of the Act.

SECTION 9. THAT when the Proposed Phase #3 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *June 9, 2020*, on or before May 29, 2020, as required by Section 372.016(c) of the Act.

SECTION 10. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *June 9, 2020* meeting of the City Council.

SECTION 11. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 12th day of May, 2020.

ATTEST:

_____
Chad Anderson, Mayor Pro-Tem

_____
Vicki Tarrant, City Secretary

EXHIBIT A

AMENDED PRELIMINARY SERVICE AND ASSESSMENT PLAN

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on *June 9, 2020 at 5:00 p.m. at Celina City Council Chambers, 112 N. Colorado St., Celina, Texas 75009*. In the event that the City Council will be unable to meet at the City Council Chambers on June 9, 220, the City will post on its website, www.celina-tx.gv, information for persons to attend the meeting by telephone, videoconference, or other electronic means. The public hearing will be held to consider proposed assessments to be levied against the assessable property within phase #3 ("Phase #3") of the Creeks of Legacy Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed improvements authorized by the Act to be undertaken and financed for the benefit of the property within the District (the "Authorized Improvements") include water, but are not limited to, landscaping, entryway features, wastewater, sidewalks, streets, roadways, off-street parking, drainage system improvements, trails, parks and open space, special supplemental services for the improvement and promotion of the District, and payment of expenses incurred in the establishment, administration, and operation of the District. The proposed Authorized Improvements to be undertaken at this time include road improvements, water distribution system improvements, sanitary sewer collection system improvements, storm sewer collection system improvements, and costs related to the creation of the District.

The total cost of the Authorized Improvements that benefits property within Phase #3 of the District, including the costs of creating the District is $4,403,717.

The boundaries of the District include approximately 321.357 acres of land generally located north of Frontier Parkway at its intersection with Legacy Drive. The boundaries of Phase #3 of the District include approximately 50.449 acres of land within the District, as more particularly described by a metes and bounds description is available at Celina City Hall and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the proposed assessment roll relating to the Authorized Improvements to be undertaken at this time, which includes the assessments to be levied against certain assessable property in

Phase #3 of the District, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

November 17, 2015

As Amended and Restated for Phase #2 on March 13, 2018 and August 14, 2018 and updated for Phase #3 on _____, 2020

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

DRAFT

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

CREEKS OF LEGACY
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

I. PLAN DESCRIPTION AND DEFINED TERMS 1

A. INTRODUCTION 1

II. PROPERTY INCLUDED IN THE PID 9

A. PROPERTY INCLUDED IN THE PID 9

TABLE II-A 9

PROPOSED DEVELOPMENT 9

B. PROPERTY INCLUDED IN PHASE #1, PHASE #2, PHASE #3 AND PHASES #2-3 9

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS 10

A. AUTHORIZED IMPROVEMENT OVERVIEW 10
B. DESCRIPTIONS OF COSTS OF MAJOR IMPROVEMENTS 10
C. DESCRIPTIONS OF COSTS OF PHASE #1 IMPROVEMENTS 13
D. DESCRIPTIONS OF COSTS OF PHASE #2 IMPROVEMENTS 14
E. DESCRIPTIONS OF COSTS PHASE #3 IMPROVEMENTS 15

IV. SERVICE PLAN 17

A. SOURCES AND USES OF FUNDS 17

V. ASSESSMENT PLAN 24

A. INTRODUCTION 24
B. SPECIAL BENEFIT 26
C. ALLOCATION OF COSTS TO ASSESSED PROPERTY 27
D. ASSESSMENT METHODOLOGY 29
E. ASSESSMENTS 33
F. ADMINISTRATIVE EXPENSES 33
G. PREPAYMENT RESERVE 33
H. DELINQUENCY RESERVE 33
I. RESERVE FOR PREPAYMENT AND DELINQUENCY –PHASE #3 34
J. TIRZ CREDIT 34

VI. TERMS OF THE ASSESSMENTS 35

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-3 35
B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1 35
C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2 36
D. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #3 36
E. REALLOCATION OF ASSESSMENTS 37
F. MANDATORY PREPAYMENT OF ASSESSMENTS 37
G. REDUCTION OF ASSESSMENTS 38
H. PAYMENT OF ASSESSMENTS 38

DRAFT

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

I. Collection of Annual Installments 40

VII. The Assessment Roll 41

A. Phases #2-3 Major Improvement Assessment Roll 41
B. Phase #1 Assessment Roll 41
C. Phase #2 Assessment Roll 41
D. Phase #3 Assessment Roll 42
E. Annual Assessment Roll Updates 42

VIII. Miscellaneous Provisions 43

A. Administrative Review 43
B. Termination of Assessments 43
C. Amendments 43
D. Administration and Interpretation of Provisions 44
E. Severability 44

APPENDIX A - The PID MAP

APPENDIX B - Estimated Costs of the Authorized Improvements

APPENDIX C - Diagrams of the Authorized Improvements

APPENDIX D - Lot types and Equivalent Units

APPENDIX E - Allocation of Assessments

APPENDIX F - Phases #2-3 Major Improvement Assessment Roll

APPENDIX G - Phase #1 Assessment Roll

APPENDIX H - Phase #2 Assessment Roll

APPENDIX I - Phase #3 Proposed Assessment Roll

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On April 29, 2014 (the "Creation Date") the City Council of the City of Celina, Texas (the "City") passed and approved Resolution No. 2014-17R approving and authorizing the creation of the Creeks of Legacy Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID (the "Authorized Improvements"), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in approximately three 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 Creeks of Legacy Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan.

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

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

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

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

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, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

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

"Administrator" means the employee or designee of the City, identified in any 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.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and codes with respect to the Bonds, (viii) the Trustee'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

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments (including applicable interest) , as shown on the Assessment Rolls attached hereto as Appendix F, 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) Administrative Expenses, (iii) the prepayment reserve described in Section V of this Service and Assessment Plan for Phase #1 Bonds and Phases #2-3 Major Improvement Bonds, (iv) the delinquency reserve described in Section V of this Service and Assessment Plan for Phase #1 Bonds and Phases #2-3 Major Improvement Bonds, and (v) the Additional Interest Reserve described in Section V of this Service and Assessment Plan for Phase #2 Bonds and Phase #3 Bonds.

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

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

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

"Assessment Ordinance" means an 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 on the applicable Assessed Property.

"Assessment Revenues" means the revenues actually received by or on behalf of the City from the collection of Assessments.

"Assessment Roll(s)" means, as applicable, the Phases #2-3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 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.

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

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

"Bonds" means any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements. "

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Collin County, Texas or Denton County, Texas, as applicable.

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

"Developer" means, as applicable, CTMGT Frontier 80, LLC, a Texas limited liability company, CADG Creeks of Legacy West, L.L.C, a Texas limited liability company, and/or CADG Creeks of Legacy Stonegate, L.L.C, a Texas limited liability company.

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

"Homeowner Association 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.

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

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

"Lot type 1" means lots identified as such on the Assessment Roll, being lots with approximately 7,700 square feet size and a lot width of 70 feet, which may be referred to as such in PD #46.

"Lot type 2" means lots identified as such on the Assessment Roll, being lots with approximately 6,600 square feet size and a lot width of 60 feet, which may be referred to as such in PD #46.

"Lot type 3" means lots identified as such on the Assessment Roll, being lots with approximately 5,500 square feet size and a lot width of 50 feet, which may be referred to as such in PD #46.

"Major Improvements" or "MI" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, 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 benefits 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. 1.

"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 or Denton Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

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

"Phase #1" means the initial Phase to be developed, identified as "Phase #1" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

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

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

"Phase #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix 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 collectively the Phase #1A Bonds and the Phase #1B Bonds issued or to be issued by the City to finance the Phase #1 Improvements.

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

"Phase #1 Improvements" mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Authorized Improvements which only benefit Phase #1 Assessed Property and are described in Section III.C.

"Phase #1A Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Improvement District Phase #1 Project)" that are secured primarily by Phase #1 Assessment Revenues.

"Phase #1B Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Creeks of Legacy Public Improvement District Phase #1B Project)" that are issued to finance the remaining costs of the Phase #1B Improvements and that will be secured primarily by Phase #1 Assessment Revenues.

"Phase #2" means the second Phase to be developed, identified as Phases #2A, #2B, #2C and #2D and generally shown in Appendix A, as specifically described as the sum of all Parcels shown in Appendix H.

"**Phase #2 Assessed Property**" means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll in Appendix H against which an Assessment relating to the Phase #2 Improvements is levied.

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

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

"Phase #2 Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Creeks of Legacy Public Improvement District Phase #2 Project)" that are secured primarily by Phase #2 Assessment Revenues.

"**Phase #2 Improvements**" mean the Authorized Improvements which only benefit Phase #2 Assessed Property and are described in Section III.D.

"Phase #3" means the third Phase to be developed, identified as Phases #3 generally shown in Appendix A, as specifically described as the sum of all Parcels shown in Appendix I.

"**Phase #3 Assessed Property**" means all Parcels within Phase #3 other than Non-Benefited Property and shown in the Phase #3 Assessment Roll in Appendix I against which an Assessment relating to the Phase #3 Improvements is levied.

"**Phases #3 Assessment Revenues**" means the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #3 Assessed Property, or the Annual Installments thereof, for the Phase #3 Improvements.

"Phase #3 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix I**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #3 Bonds" means those certain "City of Aubrey, Texas, Special Assessment Revenue Bonds, Series 20__ (Creeks of Legacy Public Improvement District Phase #3 Project)" that may be secured primarily by Phase #3 Assessment Revenues and may be issued by the City to finance the Phase #3 Improvements.

"**Phase #3 Improvements**" means the Authorized Improvements which only benefit Phase #3 Assessed Property and are described in Section III.E.

"**Phase #3 Reimbursement Agreement**" means that Creeks of Legacy Phase #3 Improvements Reimbursement Agreement among the City, CADG Creeks of Legacy Stonegate, LLC and CADG Creeks of Legacy West, LLC dated as of _____.

"Phased PID Bonds" mean Bonds issued to fund Authorized Improvements (or a portion thereof) that benefit a specific Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

"**Phases #2-3 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 #2-3 Major Improvement Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

"Phases #2-3 Major Improvements" mean the pro rata portion of the Major Improvements allocable to Phases #2-3as described in Section III.C.

"Phases #2-3 Major Improvement Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2-3 Major Improvement Assessed Property, or the Annual Installments thereof, for the Major Improvements.

"Phases #2-3 Major Improvement Assessment Roll" means the document included in this Service and Assessment Plan as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phases #2-3 Major Improvement Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Improvement District Phases #2-3 Major Improvement Project)" that are secured primarily by Phases #2-3 Major Improvement Assessment Revenues.

"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.

"PD #46" means Planned Development District, #46 passed and approved by the City pursuant to Ordinance No 2014-06 dated as of February 11, 2014.

"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.

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

"Reimbursement Agreement" means each reimbursement agreement by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of certain Authorized Improvements and the City agrees to reimburse the Developer for the Actual Costs of those Authorized Improvements funded by the Developer with interest as permitted by 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 amended from time to time.

"TIRZ No. 2" means the Tax Increment Reinvestment Zone No. 2, City of Celina, Texas.

"TIRZ Credit" means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to Section VI (B) of this Service and Assessment Plan.

"TIRZ Ordinance" means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 2 Project Plan and Financing Plan (including amendments or supplements thereto).

"**TIRZ Revenues**" mean, for each year, the amounts paid by the City from the TIRZ No. 2 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI.B of this Service and Assessment Plan.

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

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

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 322 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,021 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (1,021) and the classification of each lot are based upon the proposed development plan.

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

Table II-A
Proposed Development - Updated

Proposed Development Type	Quantity	Measurement
Single Family Residential – 70 Feet	185	units
Single Family Residential – 60 Feet	452	units
Single Family Residential – 50 Feet	404	units
Total	**1,041**	**units**

B. PROPERTY INCLUDED IN PHASE #1, PHASE #2, PHASE #3 AND PHASES #2-3

Phase #1 consists of approximately 120 acres and consists of 427 single family residential units, to be developed as Phase #1, as further described in Section III. Phase #2 consists of approximately 106 acres and is projected to consist of 403 single family residential units, to be developed as Phase #2. Phase #3 consists of approximately 50.5 acres and is projected to consist of 211 single family residential units, to be developed as Phase #3. Phases # 2 - 3 Major Improvement Area consist of approximately 202 acres (including the 106 acres in Phase #2 and 50.5 acres in Phase #3) and are projected to consist of approximately 614 residential units (including the 403 residential units planned in Phase #2 and the 211 residential units planned for Phase #3). A map of the property within Phase #1, Phase #2 and Phases #2-3 Major Improvement Area and depicting the boundaries of each proposed Phase is shown in Appendix A.

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Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act identifies the authorized improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act include:

(i) landscaping;
(ii) erection of fountains, distinctive lighting, and signs;
(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
(iv) construction or improvement of pedestrian mall;
(v) acquisition and installment of pieces of art;
(vi) acquisition, construction or improvement of libraries;
(vii) acquisition, construction or improvement of off-street parking facilities;
(viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
(ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
(x) the establishment or improvement of parks;
(xi) projects similar to those listed in Subdivisions (i)-(x)
(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
(xv) development, rehabilitation, or expansion of affordable housing.

The City has determined that of the improvements authorized under the PID Act, it will undertake at this time only those Authorized Improvements more particularly described in Section III.B, Section III.C, Section III.D and Section III.E. Any change to the list of Authorized Improvements, including any Future Phase Improvements as described in Section III.E, will require the approval of the City.

B. DESCRIPTIONS OF 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 Equivalent Units as calculated and shown in Appendix D using the planned lot types and anticipated number of lots.

The Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Major Improvements are shown in Table III-A.1 and Table III-A.2. The costs

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

shown in Table III-A.1 and Table III-A.2 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

Frontier Parkway was constructed as a 2-lane paved road (120' right-of-way) of approximately 5,425 linear feet. Legacy Drive was constructed a 4-lane paved road (120' right-of-way road approximately 2,975 linear feet.

Water Distribution System Improvements:

A twelve (12") inch water line was constructed to serve the development. The line starts at an existing stub near the entrance of Light Farms to the northeast. The line will continue along the east side of the Dallas North Tollway (DNT). The line will cross underneath the DNT and along the north side of Frontier Parkway. The total length along the DNT is 5,685 linear feet. An additional 12 inch water line extension extends along Frontier Parkway to the west side of the Creeks of Legacy boundary and along Legacy Dr for approximately 16,594 linear feet.

Sanitary Sewer Improvements:

An existing thirty six (36") inch Doe Branch sanitary sewer line is located north of the development. An eighteen (18") inch gravity sanitary sewer line connects into Doe Branch and then reduces to a fifteen (15") inch gravity flow sewer line that runs along Frontier Parkway until it reaches the DNT. The line is designed to carry the flow of the development along with the future commercial tracts that will be located between the development and the DNT. The sanitary sewer line has also factored approximately 500 acres of commercial tracts located east of the DNT. This line benefits the entire development along with the surrounding future areas.

Storm Drainage Improvements

The site drains in two directions. Approximately half of the property drains north towards the Doe Branch Creek, while the remaining half drains to the existing creek located on the south side of the development. Enclosed storm drainage in the northern portion (East of Legacy Drive) drains into Doe Branch Creek, while the southern portion drains into the stream south of the property. The west portion of the PID (Stonegate/Wu) drains into the Doe Branch Creek using enclosed storm drains and open channels. Drainage improvements of each builder shall consist of underground reinforced concrete storm sewer pipes, inlets, and rock riprap protection at outfalls.

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

Table III-A.1
Original Estimated Major Improvement Costs

Authorized Improvements	Budgeted Total Major Improvement Costs	Actual Total Major Improvement Costs
Road improvements including right-of-way	$6,665,000	
Water distribution system improvements	$1,305,000	
Sanitary sewer collection system improvements	$1,415,000	
Storm sewer collection system improvements	$2,665,000	
Other soft and miscellaneous costs	$1,250,000	
Total – Estimated Major Improvement Costs	**$13,300,000**	

The costs shown in Table III-A.1 are current estimates and may be revised in Annual Service Plan Updates.

According to the Developer, additional Major Improvements (the "Additional Major Improvements") are being constructed within the PID. The Additional Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Additional Major Improvements are shown in Table III-A.2. The costs shown in Table III-A-2 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The northern two lanes of Frontier Parkway (25' wide paving section) will be extended from Doe Creek Branch (Collector Road) to Legacy Drive, a distance of approximately 2,200 linear feet. This section will include a bridge over a drainage area. The Creeks of Legacy development will extend the eastern two lanes of Legacy Drive (25' wide paving section) from Frontier Parkway north to Clear Creek Parkway (Collector Road), with a full intersection at Clear Creek Parkway. Legacy Drive's western two lanes will be constructed from the intersection with Clear Creek Parkway north for approximately 700 linear feet Clear Creek Parkway (45' wide paving section) will be extended from its intersection with Legacy Drive eastward approximately 700 linear feet, connecting with the existing roadway.

Water Distribution System Improvements:

Approximately 5,500 linear feet of twelve inch water line will be constructed adjacent to Frontier Parkway from Doe Creek Branch to Legacy Drive, and then north along Legacy Drive to a point north of Clear Creek Parkway.

Sanitary Sewer Improvements:

An eight inch sanitary sewer line will be extended from the intersection of Legacy Drive and Clear Creek Parkway west for approximately 160'.

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

Storm Drainage Improvements

Drainage improvements along the right-of-ways and paving sections shall consist of underground reinforced concrete storm sewer pipes, storm inlets, storm outlets, gabion structures, deepening of an existing detention pond, and rock riprap protection at outfalls.

Table III-A.2
Estimated Additional Major Improvement Costs

Authorized Improvements	Budgeted Total Major Improvement Costs	Actual Total Major Improvement Costs
Road improvements including right-of-way	$1,330,604	
Water distribution system improvements	$434,916	
Sanitary sewer collection system improvements	$19,932	
Storm sewer collection system improvements	$1,660,560	
Other soft and miscellaneous costs	$861,022	
Total – Estimated Major Improvement Costs	**$4,307,034**	

C. DESCRIPTIONS OF THE PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The costs of the Phase #1 Improvements are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

All on-site areas will be served by 31-foot wide, concrete streets within 50' right-of-ways. On-site roads will include 4' sidewalks within 9.5' parkways.

Water Distribution System Improvements:

A network of eight inch water lines will be installed within the road right-of-way to serve the development. The on-site water lines will be connected to water mains along Collector A and Collector B.

Sanitary Sewer Improvements:

A network of eight (8) inch sanitary sewer line will be installed within the road right-of-way to serve the development. The on-site sanitary lines will connect to sanitary sewer main lines along Collector A, Collector B, Frontier Parkway and Legacy Drive. The sanitary sewer main lines connect to an existing regional sewer line along Doe Branch located northwest of the Phase #1 area.

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Storm Drainage Improvements

The site drains in two directions. Approximately half of the property drains north towards the Doe Branch Creek, while the remaining half drains to the existing creek located on the south side of the development. Enclosed storm drainage in the northern portion (East of Legacy Drive) drains into Doe Branch Creek, while the southern portion drains into the stream south of the property. Drainage improvements of each builder shall consist of underground reinforced concrete storm sewer pipes, inlets, detention ponds and rock riprap protection at outfalls.

Table III-B
Phase #1 Improvement Costs

Authorized Improvements	Total Budgeted Phase #1 Improvement Costs	Total Actual Phase #1 Improvement Costs
Road improvements	$2,665,000	
Water distribution system improvements	$790,000	
Sanitary sewer collection system improvements	$1,090,000	
Storm sewer collection system improvements	$1,475,000	
Other soft and miscellaneous costs	$2,508,639	
Subtotal – Estimated Phase #1 Improvement Costs	*$8,528,639*	
Proportional share of estimated Major Improvement Costs[1]	$5,679,564	
Proportional share of Additional Major Improvement Costs[1]	$1,839,254	
Total	**$16,047,457**	

1 - See Section V(C) for initial allocation of Major Improvement costs to Phase #1.

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

D. DESCRIPTIONS OF THE PHASE #2 IMPROVEMENTS

The Phase #2 Improvements that benefit only Phase #2 are described below. The costs of the Phase #2 Improvements are shown in Table III-C. The costs shown in Table III-C are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

All on-site areas will be served by 31-foot wide, concrete streets within 50' right-of-ways. On-site roads will include 4' sidewalks within 9.5' parkways.

Water Distribution System Improvements:

A network of eight inch (8) water lines will be installed within the road right-of-way to serve the development. The on-site water lines will be connected to water mains along Collector A and Collector B.

Sanitary Sewer Improvements:

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A network of eight inch sanitary sewer line will be installed within the road right-of-way to serve the development. The on-site sanitary lines will connect to sanitary sewer main lines along Collector A, Collector B, Frontier Parkway and Legacy Drive. The sanitary sewer main lines connect to an existing regional sewer line along Doe Branch located northwest of the Phase #1 area.

Storm Drainage Improvements

The site drains in two directions. Approximately half of the property drains north towards the Doe Branch Creek, while the remaining half drains to the existing creek located on the south side of the development. Enclosed storm drainage in the northern portion (East of Legacy Drive) drains into Doe Branch Creek, while the southern portion drains into the stream south of the property. Drainage improvements of each builder shall consist of underground reinforced concrete storm sewer pipes, inlets, and rock riprap protection at outfalls.

Table III-C
Phase #2 Improvement Costs

Authorized Improvements	Total Budgeted Phase #2 Improvement Costs	Total Actual Phase #2 Improvement Costs
Road improvements	$3,101,987	
Water distribution system improvements	$1,109,646	
Sanitary sewer collection system improvements	$809,669	
Storm sewer collection system improvements	$630,512	
Other soft and miscellaneous costs	$1,363,027	
Subtotal – Estimated Phase #1 Improvement Costs	*$7,014,841*	
Proportional share of Additional Major Improvement Costs[1]	$1,664,063	
Total	**$8,678,904**	

1 - See Section V(C) for initial allocation of Major Improvement costs to Phase #1.

E. DESCRIPTIONS OF THE PHASE #3 IMPROVEMENTS

The Phase #3 Improvements that benefit only Phase #3 are described below. The costs of the Phase #3 Improvements are shown in Table III-D. The costs shown in Table III-D are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

All on-site areas will be served by 31-foot wide, concrete streets within 50' right-of-ways. On-site roads will include 4' sidewalks within 9.5' parkways.

Water Distribution System Improvements:

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A network of eight inch (8) water lines will be installed within the road right-of-way to serve the development. The on-site water lines will be connected to water mains along Collector A and Collector B.

Sanitary Sewer Improvements:

A network of eight inch sanitary sewer line will be installed within the road right-of-way to serve the development. The on-site sanitary lines will connect to sanitary sewer main lines along Collector A, Collector B, Frontier Parkway and Legacy Drive. The sanitary sewer main lines connect to an existing regional sewer line along Doe Branch located northwest of the Phase #1 area.

Storm Drainage Improvements

The site drains in two directions. Approximately half of the property drains north towards the Doe Branch Creek, while the remaining half drains to the existing creek located on the south side of the development. Enclosed storm drainage in the northern portion (East of Legacy Drive) drains into Doe Branch Creek, while the southern portion drains into the stream south of the property. Drainage improvements of each builder shall consist of underground reinforced concrete storm sewer pipes, inlets, and rock riprap protection at outfalls.

Table III-D
Estimated Phase #3 Improvement Costs

Authorized Improvements	Total Budgeted Phase #3 Improvement Costs
Road improvements	$1,779,000
Utility (water, sanitary sewer, and storm drainage) improvements	$1,111,000
Other soft and miscellaneous costs	$710,000
Subtotal – Estimated Phase #3 Improvement Costs	*$3,600,000*
Proportional share of Additional Major Improvement Costs[1]	$803,717
Total	**$4,403,717**

1 - See Section V(C) for initial allocation of Major Improvement costs to Phase #1.

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IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

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

The Actual Costs for Major Improvements and Phase #1 Improvements plus costs related to the issuance of the Bonds, in one or more series, for the Major Improvements and Phase #1 Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is $24,413,055 as shown in Table IV-A.1. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

Table IV-A.1 summarizes the original sources and uses of funds required to construct the Major Improvements to be financed with the Phases #2-3 Major Improvement Bonds and Phase #1 Improvements, establish the PID, and issue the Phase #1 Bonds and Phases #2-3 Major Improvement Bonds. Table IV-A.2 summarizes the updated sources and uses of funds following the issuance of the Phase #1B Bonds and the Phases #2-3 Major Improvement Bonds. The sources and uses of funds shown in these tables shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

Table IV-B summarizes the sources and uses of funds required to construct the Phase #2 Improvements to be financed with the Phase #2 Bonds. The sources and uses of funds shown in Table IV-B shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

Table IV-C summarizes the estimated sources and uses of funds required to construct the Phase #3 Improvements and issue the Phase #3 Bonds. The sources and uses of funds shown in Table IV-C shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

Bonds to finance the Major Improvements and Phase #1 Improvements were issued starting in 2014. Table IV-A.1 and Table IV-A.2 show the original and updated sources and uses of the Bonds, respectively.

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

Table IV-A.1
Original Estimated Sources and Uses

Sources of Funds	Phase #1A Bonds	Phase #1 Reimbursement Agreement	Phases #2-3 Major Improvement Bonds	Total
Estimated Bond par amount	$8,750,000	$3,750,000	$6,575,000	$19,075,000
Other funding sources	$542,012	$4,280,000	$516,043	$5,338,055
Total Sources	*$9,292,012*	*$8,030,000*	*$7,091,043*	*$24,413,055*
Uses of Funds				
Major Improvements				
Road improvements	$1,673,669	$1,200,981	$2,571,523	$5,446,172
Water distribution system improvements	$327,703	$235,151	$503,501	$1,066,355
Sanitary sewer improvements	$355,325	$254,972	$545,942	$1,156,239
Storm drainage improvements	$669,216	$480,212	$1,028,223	$2,177,652
Other soft and miscellaneous costs	$313,891	$225,240	$482,281	$1,021,413
Subtotal	*$3,339,804*	*$2,396,556*	*$5,131,470*	*$10,867,831*
Phase 1 Improvements				
Road improvements	$1,161,501	$1,503,499	$0	$2,665,000
Water distribution system improvements	$344,310	$445,690	$0	$790,000
Sanitary sewer improvements	$475,061	$614,939	$0	$1,090,000
Storm drainage improvements	$642,857	$832,143	$0	$1,475,000
Other soft and miscellaneous costs	$1,093,354	$1,415,285	$0	$2,508,639
Subtotal	*$3,717,083*	*$4,811,556*	*$0*	*$8,528,639*
Estimated Bond issue costs	$2,235,125	$821,887	$1,959,573	$5,016,585
Total Uses	**$9,292,012**	**$8,030,000**	**$7,091,043**	**$24,413,055**

Notes: The information provided is based on the final bond cash flows. Phase #1 Improvements include the Authorized Improvements listed under this heading plus the estimated $5.736 million pro rata share of the Major Improvements allocated to Phase #1. The Phase #1 Reimbursement Agreement will finance the remaining Phase #1 Improvements after a portion of such improvements are financed through the Bonds issued in 2014.

The Phase #1 Bonds shown in Table IV-A.1 were issued in two series. The first series of Phase #1 Bonds ("Phase #1A Bonds") were issued in 2014 and to pay and/or reimburse the Developer for a portion of the costs of Phase #1 Improvements. The remaining costs of Phase #1 Improvements were initially financed through a Reimbursement Agreement dated as of June 18, 2014 (the" Phase #1 Reimbursement Agreement"), which was replaced by the second Phase #1B Bonds. The Phase #1B Bonds were issued after some or all of the Phase #1 Improvements were constructed and used to replace the Phase #1 Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #1 Improvements.

Table IV-A.2 summarizes the updated sources and uses of funds required to construct the Major Improvements to be financed with the Phases #2-3 Major Improvement Bonds and Phase #1 Improvements, establish the PID, issue the Phase #1 Bonds and Phases #2-3 Major Improvement Bonds and construct the Additional Major Improvements. The updated sources and uses of funds

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shown in Table IV-A.2 shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

Table IV-A.2
Updated Sources and Uses

Sources of Funds	Phase #1A Bonds	Phase #1B Bonds	Phases #2-3 Major Improvement Bonds	Total
Estimated Bond par amount	$8,750,000	$3,750,000	$6,575,000	$19,075,000
Other funding sources	$1,177,903	$6,212,028	$5,472,789	$12,862,720
Total Sources	**$9,927,903**	**$9,962,028**	**$12,047,789**	**$31,937,720**
Uses of Funds				
Major Improvements				
Road improvements	$1,992,331	$853,856	$3,818,812	$6,665,000
Water distribution system improvements	$390,096	$167,184	$747,719	$1,305,000
Sanitary sewer improvements	$422,978	$181,276	$810,746	$1,415,000
Storm drainage improvements	$796,634	$341,414	$1,526,952	$2,665,000
Other soft and miscellaneous costs	$373,656	$160,138	$716,206	$1,250,000
Subtotal	*$3,975,695*	*$1,703,869*	*$7,620,436*	*$13,300,000*
Additional Major Improvements				
Road improvements	$0	$568,214	$762,390	$1,330,604
Water distribution system improvements	$0	$185,724	$249,192	$434,916
Sanitary sewer improvements	$0	$8,512	$11,420	$19,932
Storm drainage improvements	$0	$709,117	$951,443	$1,660,560
Other soft and miscellaneous costs	$0	$367,686	$493,336	$861,022
Subtotal	*$0*	*$1,839,254*	*$2,467,780*	*$4,307,034*
Phase 1 Improvements				
Road improvements	$1,161,501	$1,503,499	$0	$2,665,000
Water distribution system improvements	$344,310	$445,690	$0	$790,000
Sanitary sewer improvements	$475,061	$614,939	$0	$1,090,000
Storm drainage improvements	$642,857	$832,143	$0	$1,475,000
Other soft and miscellaneous costs	$1,093,354	$1,415,285	$0	$2,508,639
Subtotal	*$3,717,083*	*$4,811,556*	*$0*	*$8,528,639*
Bond issuance costs	$2,235,125	$1,607,349	$1,959,573	$5,802,047
Total Uses	**$9,927,903**	**$9,962,028**	**$12,047,789**	**$31,937,720**

Notes: The information provided is based on the final bond cash flows. Phase #1 Improvements include the Authorized Improvements listed under this heading plus the estimated $5.736 million pro rata share of the Major Improvements allocated to Phase #1. The Phase 1B Bonds are replacing the Phase #1 Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #1 Improvements after a portion of such improvements are financed through the Bonds issued in 2014. The Additional Major Improvements shown herein represent the amounts allocated to Phase #1 and Phases #2 – 3. The portion of the Additional Major Improvements allocable to Phase #2 is shown separately in Table IV-B below.

The costs of Phases #2 Improvements were initially financed through a Reimbursement Agreement (the "Phase #2 Reimbursement Agreement") dated as of March 13, 2018. The Phase #2 Bonds were issued after some or all of the Phase #2 Improvements and the proportional allocable Additional Major Improvements were constructed and was used to replace the Phase #2

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Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #2 Improvements.

Table IV-B shows the sources and uses of the Phase #2 Bonds.

Table IV-B
Estimated Sources and Uses – Phase #2 Improvements

Sources of Funds	Phase #2 Bonds
Phase #2 Assessments	$6,875,000
Other funding sources	$3,411,253
Total Sources	**$10,286,253**
Uses of Funds	
Additional Major Improvements	
Road improvements	$514,091
Water distribution system improvements	$168,034
Sanitary sewer improvements	$7,701
Storm drainage improvements	$641,573
Other soft and miscellaneous costs	$332,664
Subtotal	*$1,664,063*
Phase#2 Improvements	
Road improvements	$3,101,987
Water distribution system improvements	$1,109,646
Sanitary sewer improvements	$809,669
Storm drainage improvements	$630,512
Other soft and miscellaneous costs	$1,363,027
Subtotal	*$7,014,841*
Bond issuance costs	$1,607,349
Total Uses	**$10,286,253**

Notes: The information provided is based on the final bond cash flows. Phase #2 Improvements include the Authorized Improvements listed under this heading plus the estimated $1,664,063 million pro rata share of the Additional Major Improvements allocated to Phase #2. The Phase #2 Bonds replaced the Phase #2 Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #2 Improvements.

The costs of Phases #3 Improvements are financed through a Reimbursement Agreement (the "Phase #3 Reimbursement Agreement") dated as of _____, 2020. It is anticipated that Phase #3 Bonds will be issued after some or all of the Phase #3 Improvements are constructed and will be used to replace the Phase #3 Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #3 Improvements.

Table IV-C on the following page shows the sources and uses of the Phase #3 Reimbursement Agreement.

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Table IV-C
Estimated Sources and Uses – Phase #3 Improvements

Sources of Funds	Phase #3 Reimbursement Agreement
Phase #3 Assessments	$3,600,000
Other funding sources	$803,717
Total Sources	**$4,403,717**
Uses of Funds	
Additional Major Improvements	
Road improvements	$248,298
Water distribution system improvements	$81,158
Sanitary sewer improvements	$3,719
Storm drainage improvements	$309,870
Other soft and miscellaneous costs	$160,672
Subtotal	*$803,717*
Phase#3 Improvements	
Road improvements	$1,779,000
Utility (water, sanitary sewer and storm drainage) improvements	$1,111,000
Other soft and miscellaneous costs	$710,000
Subtotal	*$3,600,000*
Total Uses	**$4,403,717**

Notes: The information provided is based on the final bond cash flows. Phase #3 Improvements include the Authorized Improvements listed under this heading plus the estimated $803,717 pro rata share of the Additional Major Improvements allocated to Phase #3. The Phase #3 Bonds will replace the Phase #3 Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #3 Improvements.

The Phases #2-3 Major Improvement Bonds shown in Table IV-A.2 were issued in 2014. The Phases #2-3 Major Improvement Bonds issued in 2014 were used to pay and/or reimburse the Developer for a portion of the costs of Phases #2-3 Major Improvements.

The projected chronology of the Bonds is presented below:

Series 2014 - **Phase #1A Bonds** to finance (i) the pro-rata costs of the Major Improvements allocable to Phase #1 and, (ii) a portion of the Authorized Improvements that benefit only Phase #1. It is likely that this and the subsequent 'A' financings for each phase will only be able to fund a part of the internal public infrastructure (to maintain a prudent VtL) and the balance will be funded by a subsequent 'B' financing for each phase once the development within each phase is substantially complete as is contemplated with the issuance of the Phase #1B Bonds.
Phases #2-3 Major Improvement Bonds to finance the pro-rata costs of the Major Improvements allocable to Phases #2-3 Major Improvement Area that benefit only Phases #2-3 Major Improvement Area.

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

Series 2018 Phase #1B Bonds to refinance the Phase #1 Reimbursement Agreement and/or to reimburse the Developer for the remaining costs of the Phase #1 Improvements, if any.

Series 2018 Phase #2 Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #2.

Series 2021-22 Phase #3 Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #3. It is possible that Phase #3 Bonds will only be able to fund a part of the Phase #3 Improvements (to maintain a prudent VtL) and the balance of the applicable Authorized Improvements for the Phase may be funded by a subsequent 'B' financing once the development within Phase #3 is completed.

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

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Table IV-D

Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Costs	Annual Projected Indebtedness	Sources other than PID Bonds
2014	$31,937,720	$19,075,000	$12,862,720
2015	$0	$0	$0
2016	$0	$0	$0
2017	$0	$0	$0
2018	$10,286,253	$6,875,000	$3,411,253
2019	$0	$0	$0
2020	$4,403,717	$3,600,000	$803,717
2021	$0	$0	$0
2022	$0	$0	$0
Total	$46,627,690	$29,550,000	$17,077,690

The total costs shown include the estimated costs of the Additional Major Improvements, Phase #2 Improvements and Phase #2 Bond issuance related costs.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Major Improvements shown in Table III-A.1 and Table III-A.2, the Phase #1 Improvements shown in Table III-B, the Phase #2 Improvements shown in Table III-C, the Phase #3 Improvements shown in Table III-D, the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-A and the estimated bonds to be issued for Phase #3. The difference between

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the total projected cost and the total projected indebtedness, if any, is the amount funded by the Developer, which may be reimbursed with future bond proceeds.

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V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements.

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") ratio 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 special assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion. For example, the Phase #1A Bonds issued to finance a portion of the Phase #1 Improvements, including the pro-rata costs of the Major Improvements allocable to Phase #1 Assessed Property, followed by a second parity lien issuance of bonds (the Phase #1B Bonds) demonstrates this analysis.

For purposes of this Service and Assessment Plan, the City Council has determined that the Actual Costs of Phases #2-3 Major Improvements, Phase #1 Improvements, Phase #2 Improvements, and Phase #3 Improvements shall be allocated as described below:

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1. The Actual Costs of the Phases #2-3 Major Improvements, Phase #1 Improvements, Phase #2 Improvements, and Phase #3 Improvements shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home process provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.

3. The Assessed Property is classified into different Lot Types as described in Appendix D based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.

5. The Major Improvement costs are proportionally allocated to the Phases #2-3 Assessed Property and the Phase #1 Assessed Property based on the ratio of total Equivalent Units estimated for the Phases #2-3 Assessed Property and the Phase #1 Assessed Property.

6. The Phases #2-3 Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Phases #2-3 Assessed Property based on the total Equivalent Units estimated for each Parcel.

7. The Actual Costs of the Phase #1 Improvements, the Phase #2 Improvements, and the Phase #3 Improvements are allocated to each Parcel within the Phase #1 Assessed Property, Phase #2 Assessed Property, and Phase #3 Assessed Property, respectively, based on the total Equivalent Units estimated for each Parcel.

Table V-A provides the updated allocation of costs of the Authorized Improvements constituting Major Improvements and Phase #1 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 #2-3 Major Improvements, the Phase #1 Improvements, the Phase #2 Improvements, and the Phase #3 Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property, the Phase #2 Assessed Property, the Phase #3 Assessed Property, and Phases #2-3 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phases #2-3 Major Improvements, the Phase #1 Improvements, the Phase #2 Improvements, and the Phase #3 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

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determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

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

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

The public improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The special 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

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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 Assessments 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, and , therefore, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property;

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 COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of estimated costs for each Major Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 427 residential units. As shown in Appendix D, the total Equivalent Units for Phase #1 is calculated as 374.80. The Phases #2-3 Major Improvement Area is projected to contain 614 residential units resulting in a total of 502.88 Equivalent Units

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as shown in Appendix D. The Total projected Equivalent Units in the PID is, therefore, calculated to be 877.68 (i.e., 374.80 + 502.88 = 877.68). As a result, 42.70 percent of the estimated costs of Major Improvements (i.e. 374.80 ÷ 877.68 = 42.70%) are allocated to the Phase #1 Assessed Property and 57.30 percent of the estimated costs Major Improvements (i.e., 502.88 ÷ 877.68 = 57.30%) are allocated to the Phases #2-3 Major Improvement Assessed Property. The Additional Major Improvements are allocated to the Phase #1 Assessed Property using the same 42.70% calculated herein. The Phases #2-3 Major Improvement Bonds will fund the proportionate share of the estimated costs of the Major Improvement allocated to the Phases #2-3 Major Improvement Area; and, Phase #1 Bonds will fund Phase #1's proportionate share of the estimated costs of the Major Improvements.

Phase #2 is projected to contain 403 residential units. As shown in Appendix D, the total Equivalent Units for Phase #2 is calculated as 339.10. The Total projected Equivalent Units in the PID is shown above to be 877.68. As a result, 38.64 percent of Additional Major Improvements (i.e. 339.10 ÷ 877.68 = 38.64%) are allocated to the Phase #2 Assessed Property.

Phase #3 is projected to contain 211 residential units. As shown in Appendix D, the total Equivalent Units for Phase #3 is calculated as 163.78. The Total projected Equivalent Units in the PID is shown above to be 877.68. As a result, 18.66 percent of Additional Major Improvements (i.e. 163.78 ÷ 877.68 = 18.66%) are allocated to the Phase #3 Assessed Property.

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Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Estimated Costs
Road Improvements	$6,665,000
Water Improvements	$1,305,000
Sanitary Sewer Improvements	$1,415,000
Storm Drainage Improvements	$2,665,000
Other soft and miscellaneous costs	$1,250,000
Total Major Improvements	*$13,300,000*
Phase #1	
Projected total Equivalent units	374.80
% of Total Equivalent Units	42.70%
Proportionate Share of Costs	$5,679,564
Phases #2-3	
Projected total Equivalent units	502.88
% of Total Equivalent Units	57.30%
Proportionate Share of Costs	$7,620,436

Note 1: See Appendix D for the detailed calculation of Equivalent Units.
Note 2: Any Additional Major Improvements shall be allocated to Phase #1 using the same percentage calculated above (i.e.$1,839,254 (42.70%) of the $4,307,034 total cost of Additional Major Improvements shown in Table III-A.2 are allocable to Phase #1).
Note 3: Any Additional Major Improvements shall be allocated to Phase #2 using the percentage calculated above (i.e.$1,664,063 (38.64%) of the $4,307,034 total cost of Additional Major Improvements shown in Table III-A.2 are allocable to Phase #2).
Note 4: Any Additional Major Improvements shall be allocated to Phase #3 using the percentage calculated above (i.e.$803,717 (18.66%) of the $4,307,034 total cost of Additional Major Improvements shown in Table III-A.2 are allocable to Phase #3).

The Actual Costs of the Phase #1 Improvements, the Phase #2 Improvements, and the Phase #3 Improvements are allocated fully (100% each) to the Phase #1 Assessed Property, the Phase #2 Assessed Property, and the Phase #3 Assessed Property, respectively.

D. ASSESSMENT METHODOLOGY

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for Phases #2-3 Major Improvements

For purpose of this Service and Assessment Plan, the City Council determined that the portion of Actual Costs of the Major Improvement costs to be allocated to Phases #2-3 Major Improvement Area shall be allocated to the Phases #2-3 Major Improvement Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated

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and shown in Appendix D using the types, number and average home value of Lots anticipated to be developed on each Parcel. Having taken into consideration the matters described under Sections V (A) and (B) above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the Lot Types. These classifications (from Lot Type 1 (70 Ft Lots) representing the highest residential value to Lot Type 3 (50 Ft Lot) representing the lowest value. Assessments are allocated to each land use class on the basis of the average value for each Lot Type. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each Lot Type, setting the Equivalent Unit factor for Lot Type 1 (70 Ft Lots) to 1.0.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within the Phases #2-3 Major Improvement Area is shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements, including and the portion of the Major Improvements to be financed with the Phase #1 Bonds, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #1. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the estimates of the costs of the Phase #1 Improvements and the portion of the Major Improvements that benefit Phase #1 provided by Peloton Land Solutions, as set forth in Table III-B, the City Council has determined that the benefit of the Phase #1 Improvements to Phase #1 Assessed Property is at least equal to the Assessments levied on the Phase #1 Assessed Property.

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Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot Type.

3. Assessment Methodology for Phase #2

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #2. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the estimates of the costs of the Phase #2 Improvements and the portion of the Phase #2 Improvements that benefit Phase #2 provided by the project engineer, as set forth in Table III-C, the City Council has determined that the benefit of the Phase #2 Improvements to Phase #2 Assessed Property is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have

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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 and 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 #3

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #3 Improvements shall be allocated to the Phase #3 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #3. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the estimates of the costs of the Phase #3 Improvements and the portion of the Phase #3 Improvements that benefit Phase #3 provided by the project engineer, as set forth in Table III-D, the City Council has determined that the benefit of the Phase #3 Improvements to Phase #3 Assessed Property 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 is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

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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 and the PID Act.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot Type.

E. ASSESSMENTS

The Assessments for the Phases #2-3 Major Improvement Bonds, the Phase #1 Bonds and the Phase #2 Bonds were levied on each Parcel according to the Phases #2-3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll and the Phase #2 Assessment Roll attached hereto as Appendix F, Appendix G and Appendix H, respectively. The Annual Installments for the Phases #2-3 Major Improvement Bonds, the Phase #1 Bonds and the Phase #2 Bonds are being collected at the time and in the amounts shown on the Phases #2-3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll and the Phase #2 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

The Assessments for the Phase #3 Reimbursement Agreement will be levied on each Parcel according to the Phase #3 Assessment Roll attached hereto as Appendix I. The Annual Installments for the Phase #3 Reimbursement Agreement will be collected at the time and in the amounts shown on the Phase #3 Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. PREPAYMENT RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with up to 0.20% allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Bonds are prepaid and up to 0.30% allocated to fund a delinquency reserve account as described below. The prepayment reserve shall be funded until it reaches 1.50% of the outstanding Bonds as stipulated in the Bond documents. Once the prepayment reserve is funded in full, any additional interest collected shall be allocated to fund delinquent payments as described in H below.

H. DELINQUENCY RESERVE

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The City has allocated up to 0.30% of the interest rate component of the Annual Installments to offset any possible delinquent payments. The additional reserve shall be funded up to 4% of the outstanding Bonds, but in no event will the annual collection, together with the Prepayment reserve, be more than 0.50% of the outstanding Bonds. The City may allocate up to 0.50% of the interest rate component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or reduce the Assessments, as determined by the City Council.

I. RESERVE FOR PREPAYMENT AND DELINQUENCY –PHASE #2

Funds generated by the Additional Interest Rate related to the Phase #2 Bonds are held in reserves held under the Trust Indenture for the Phase #2 Bonds (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 #2 Bonds are prepaid, to offset any possible delinquent payments and pay Administrative Expenses of provided for in the applicable Trust Indenture.

J. TIRZ CREDIT

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues (the 47.63% of the property tax increment collected and deposited into the TIRZ No. 2 tax increment fund) generated from each Parcel to offset a portion of such Parcel's PID assessments (the "TIRZ Credit"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel. The TIRZ Credit applicable to each Parcel shall be calculated as described under Section VI (B) of this Service and Assessment Plan.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-3 MAJOR IMPROVEMENT AREA

The Assessment and Annual Installments for each Assessed Property located within Phases #2-3 Major Improvement Area are shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phases #2-3 Major Improvement Bonds, to fund the prepayment reserve and delinquency reserve described in Section V, to cover Administrative Expenses of Phases #2-3 Major Improvement Area.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #1 Bonds, to fund the prepayment reserve and delinquency reserve described in Section V, and to cover Administrative Expenses of Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel. The TIRZ Credit for each Parcel shall be calculated using the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the TIRZ Credit amount for a Parcel
B = the total TIRZ Revenues collected for the preceding year
C = the total Equivalent Unit of the Parcel
D = the total Equivalent Units of all Parcels

The TIRZ Revenues collected in any given year shall be used to calculate the TIRZ Credit in the following year (i.e., TIRZ Revenues collected in 2015 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2016). TIRZ Credits shall be calculated for those Parcels that are subject to Assessments by the PID. The total TIRZ Revenues collected from all Parcels in each Phase shall be used to calculate the TIRZ Credit applicable to each Parcel within the Phase based on the above formula. The total TIRZ increment amount generated by all Phase #1 Assessed Property will be divided by the total Equivalent Units in Phase #1 to determine the TIRZ credit applicable to each Phase #1 Assessed Property. The total TIRZ increment amount generated by all Phases #2-3 Major Improvement Assessed Property will be

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divided by the total Equivalent Units in Phases #2-3 Major Improvement Assessed Property to determine the TIRZ credit applicable to each Phases #2-3 Major Improvement Assessed Property. The Equivalent Units to be used for the calculation of the TIRZ Credit shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

This method of allocating the TIRZ Revenues to all Parcels in a Phase would result in equal amount of TIRZ Credits applied to similar Parcels, However, it may result in lower amounts applied as TIRZ Credit for Parcels that generate higher than average TIRZ Revenues. The TIRZ Revenues can be applied proportionally to calculate the TIRZ Credits for each Parcel generating the TIRZ Revenues if the TIRZ Credit is calculated separately for each Parcel and such TIRZ Credit is directly applied on a Parcel-by-Parcel basis.

Accordingly, the TIRZ Credit calculation methodology described in the Service and Assessment Plan was updated as follows as previously approved by the City Council.

The TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate the Parcel's TIRZ Credit for such Parcel (and/or new Parcels subdivided from such Parcel) in the following year (i.e., TIRZ Revenues collected in 2020 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2021). The TIRZ Credit shall be calculated for those Parcels that are subject to Assessments in the PID and have generated TIRZ Revenues.

C. Amount of Assessments and Annual Installments for Parcels Located Within Phase #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #2 Bonds, to fund the Additional Interest Reserve described in Section V, and to cover Administrative Expenses of Phase #2.

D. Amount of Assessments and Annual Installments for Parcels Located Within Phase #3

The Assessment and Annual Installments for each Assessed Property located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #3 Reimbursement Agreement and to cover Administrative Expenses of Phase #3.

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

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 Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount 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.

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.

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

2. The payments required above shall be treated the same as any Assessment that is due and owing under the Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

G. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Collection Costs, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Collection Costs. The Principal Portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the Bonds is equal to the outstanding principal amount of the Bonds.

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 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 applicable 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.

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(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the applicable Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Each Assessment on the Phase #1 Assessed Property and Phases #2-3 Major Improvement Assessed Property shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on the Bonds and (ii) 9.79 percent per annum. The Phases #2-3 Major Improvement Assessment Roll sets forth for each year the Annual Installment for each Parcel based on Bond interest rates of 6.75%, 7.25% and 7.625% for the Phases #2-3 Bonds due in 2024, 2032 and 2040, respectively, and additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve.

The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on Bond interest rates of 6.375%, 6.625% and 7.00% for the Phases #1A Bonds due in 2028, 2032 and 2040, respectively, Phase #1B Bonds interest rate of 5.25%, and additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve.

The Phase #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on Bond interest rate of 5.25% and 5.625% for the Phases #2 Bonds due in 2028 and 2048, respectively, and additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve.

The Phase #3 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 4.5% and Administrative Expenses.

The principal and interest component of the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Assessment Rolls, updated with the actual interest rates on the Phase #1A Bonds, Phases #2-3 Major Improvement Bonds, the Phase #1B Bonds, and the

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Phase #2 Bonds, are shown as Appendix F, Appendix G and Appendix H. The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Assessment Roll, to be updated with the applicable interest rate on the Phase #3 Reimbursement Agreement are shown as Appendix I.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual 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 an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

Any sale of 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.

Each Annual Installment, including the interest on the unpaid amount of a Special 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 #3 Reimbursement Agreement will be due when billed and will be delinquent if not paid prior to February 1, 2021.

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Phase #3 Improvements that benefit the Phase #3 Assessed Property will be due when billed, and will be delinquent if not paid prior to the first February 1 following the earlier of (i) upon issuance of the Phase #3 Bonds, or (ii) the second anniversary of the date of Assessment levy.

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VII. THE ASSESSMENT ROLL

A. PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL

Each Parcel within Phases #2-3 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 Assessed Property within each Parcel.

Phases #2-3 Major Improvement Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Major Improvements. Table IV-A.1 summarizes the $12,047,789 in special benefit received by Phases #2-3 Major Improvement Area from a portion of the Major Improvements, the pro rata costs of the PID formation, and issuance costs for the proposed Phases #2-3 Major Improvement Bonds. The total amount of Phases #2-3 Major Improvement Bonds was $6,575,000, which was less than the benefit received by Phases #2-3 Major Improvement Assessed Property, and as such the total Assessment for all Assessed Property within Phases #2-3 Major Improvement Area was $6,575,000 plus annual Administrative Expenses. The Assessment for each Parcel of Assessed Property within the Phases #2-3 Major Improvement Area was calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2-3 Major Improvement Assessment Roll is attached hereto as Appendix F.

B. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #1 Improvements that benefit Phase #1, which include a proportionate share of the Major Improvements allocable to Phase #1. Table IV-A.2 summarizes the $19,889,931 in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements that benefit Phase #1, including the proportionate share of the Major Improvements allocable to Phase #1, the pro rata costs of the PID formation, and Bond issuance costs. The total amount of Phase #1A Bonds and the Phase #1 Bonds was $12,500,000, 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 $12,500,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #1 was calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix G.

C. PHASE #2 ASSESSMENT ROLL

Phase #2 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #2 Improvements that benefit Phase #2. Table IV-B summarizes the $10,286,253 in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements, the proportional share of the Additional Major Improvements that benefit Phase #2, and miscellaneous PID related costs. The amount of Phase #2 Bonds is $6,875,000, 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 $6,875,000 plus annual Administrative Expenses and

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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 H.

D. Phase #3 Assessment Roll

Phase #3 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #3 Improvements that benefit Phase #3. Table IV-C summarizes the $4,403,717 in special benefit received by Phase #3 Assessed Property from the Phase #3 Improvements, the proportional share of the Additional Major Improvements that benefit Phase #3, and miscellaneous PID related costs. The amount of Phase #3 Reimbursement Agreement is $3,600,000, 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 $3,600,000 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.D of this Service and Assessment Plan. The Phase #3 Assessment Roll is attached hereto as Appendix I.

E. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, and the Phase #3 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.I of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan may be made as permitted or required by the PID Act and Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of

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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, Delinquent 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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APPENDIX A
PID MAP

APPENDIX B
ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX D
LOT TYPES AND EQUIVALENT UNITS

APPENDIX D
LOT TYPES AND EQUIVALENT UNITS

For purposes of allocating the Assessments, the Assessed Property has been classified in one of three Lot Types. The following table shows the proposed residential Lot Types within the PID.

Table D-1
Proposed Development within the PID

Type	Description	Proposed Development	
Residential			
Lot Type 1	70 Ft Lots	183	units
Lot Type 2	60 Ft Lots	495	units
Lot Type 3	50 Ft Lots	343	units
Total		**1,021**	**units**

Table D-2 below shows the proposed residential Lot Types within Phase #1.

Table D-2
Proposed Development – Phase #1

Type	Description	Proposed Development	
Residential			
Lot Type 1	70 Ft Lots	152	units
Lot Type 2	60 Ft Lots	147	units
Lot Type 3	50 Ft Lots	128	units
Total		**427**	**units**

Table D-3.1 below shows the proposed residential Lot Types within Phases #2-3 Major Improvement Area.

Table D-3.1
Proposed Development - Phases #2-3 Major Improvement Area

Type	Description	Proposed Development	
Residential			
Lot Type 1	70 Ft Lots	31	units
Lot Type 2	60 Ft Lots	348	units
Lot Type 3	50 Ft Lots	215	units
Total		**594**	**units**

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Table D-3.2 below shows the proposed residential Lot Types within Phase #2.

Table D-3.2
Proposed Development - Phase #2

Type	Description	Proposed Development	
Residential			
Lot Type 1	70 Ft Lots	33	units
Lot Type 2	60 Ft Lots	240	units
Lot Type 3	50 Ft Lots	130	units
Total		**403**	**units**

Table D-3.3 below shows the proposed residential Lot Types within Phase #3.

Table D-3.3
Proposed Development - Phase #3

Type	Description	Proposed Development	
Residential			
Lot Type 1	70 Ft Lots	-	units
Lot Type 2	60 Ft Lots	65	units
Lot Type 3	50 Ft Lots	146	units
Total		**211**	**units**

As explained under Section IV-D, For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Major Improvements to be financed with the Phases #2-3 Major Improvement Bonds shall be allocated to the Phases #2-3 Major Improvement Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Phases #2-3 Major Improvement 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., 70 Ft, 60 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 (70 Ft Lots) representing the highest value to Lot

Type 3 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table D-4 below. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (70 Ft Lots) to 1.0.

Table D-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (70' Lot)	$405,000	1.00 per dwelling unit
Lot Type 2 (60' Lot)	$355,000	0.88 per dwelling unit
Lot Type 3 (50' Lot)	$295,000	0.73 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table D-5 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase 1.

Table D-5
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70' Lot)	152	1.00	152.00
Lot Type 2 (60' Lot)	147	0.88	129.36
Lot Type 3 (50' Lot)	128	0.73	93.44
Total Equivalent Units	**427**		**374.80**

The total estimated Equivalent Units for Phases #2-3 Major Improvement Area are shown in Table D-6 below as calculated based on the Equivalent Unit factors shown in Table D-4, estimated Lot Types and number of units estimated to be built within Phases #2-3 Major Improvement Area.

Table D-6
Estimated Equivalent Units - Phases #2 -3 Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70' Lot)	31	1.00	31.00
Lot Type 2 (60' Lot)	348	0.88	306.24
Lot Type 3 (50' Lot)	217	0.73	156.95
Total Equivalent Units	**594**		**494.19**

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The total estimated Equivalent Units for Phase #2 are shown in Table D-7 below as calculated based on the Equivalent Unit factors shown in Table D-4, estimated Lot Types and number of units estimated to be built within Phase #2.

Table D-7
Estimated Equivalent Units - Phases #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70' Lot)	33	1.00	33.00
Lot Type 2 (60' Lot)	240	0.88	211.20
Lot Type 3 (50' Lot)	130	0.73	94.90
Total Equivalent Units	**403**		**339.10**

The total estimated Equivalent Units for Phase #3 are shown in Table D-8 below as calculated based on the Equivalent Unit factors shown in Table D-4, estimated Lot Types and number of units estimated to be built within Phase #3.

Table D-8
Estimated Equivalent Units - Phases #3

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70' Lot)	-	1.00	0.00
Lot Type 2 (60' Lot)	65	0.88	57.20
Lot Type 3 (50' Lot)	146	0.73	106.58
Total Equivalent Units	**211**		**163.78**

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APPENDIX E
ALLOCATION OF ASSESSMENTS

APPENDIX E
ALLOCATION OF ASSESSMENTS

A) Allocation of Assessments to Lot Types in Phases #2-3 Major Improvement Area

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phases #2-3 Major Improvement Bonds, which represents the total Assessment to be allocated to all Parcels in the Phases #2-3 Major Improvement Assessed Property, is $6,575,000. As shown in Appendix D, there are a total of 494.19 estimated Equivalent Units in Phases #2-3, resulting in an Assessment per Equivalent Unit of $13,304.60.

The Assessment per dwelling unit or acre is calculated as the product of (i) $13,304.60 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is $13,304.60 (i.e. $13,304.60 × 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $11,708.05 (i.e. $13,304.60 × 0.88). Table E-1 sets forth the Assessment per dwelling unit for each of the three Lot Types in Phases #2-3 Major Improvement Area.

Table E-1
Assessment per Unit - Phases #2-3 Major Improvement Area

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Residential						
Lot Type 1	31	$13,304.60	1.00	$13,304.60	per dwelling unit	$412,443
Lot Type 2	348	$13,304.60	0.88	$11,708.05	per dwelling unit	$4,074,401
Lot Type 3	215	$13,304.60	0.73	$9,712.36	per dwelling unit	$2,088,157
Total	**594**					**$6,575,000**

B) Allocation of Assessments to Lot Types in Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $12,500,000. As shown in Appendix D, there are a total of 374.80 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $33,351.12.

The Assessment per dwelling unit or acre is calculated as the product of (i) $33,351.12 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is $33,351.12 (i.e. $33,351.12 × 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $29,348.99 (i.e. $33,351.12 × 0.88). Table E-2 on the following page sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #1.

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Table E-2
Assessment per Unit - Phases #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Residential						
Lot Type 1	152	$33,351.12	1.00	$33,351.12	per dwelling unit	$5,069,370
Lot Type 2	147	$33,351.12	0.88	$29,348.99	per dwelling unit	$4,314,301
Lot Type 3	128	$33,351.12	0.73	$24,346.32	per dwelling unit	$3,116,329
Total	**427**					**$12,500,000**

C) Allocation of Assessments to Lot Types in Phase #2

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #2 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #2, is $6,875,000. As shown in Appendix D, there are a total of 339.10 estimated Equivalent Units in Phase #2, resulting in an Assessment per Equivalent Unit of $20,274.26.

The Assessment per dwelling unit or acre is calculated as the product of (i) $20,274.26 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is $20,274.26 (i.e. $20,274.26 × 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $17,841.34 (i.e. $20,274.26 × 0.88). Table E-3 below sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #2.

Table E-3
Assessment per Unit - Phases #2

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Residential						
Lot Type 1	33	$20,274.26	1.00	$20,274.26	per dwelling unit	$669,050
Lot Type 2	240	$20,274.26	0.88	$17,841.34	per dwelling unit	$4,281,923
Lot Type 3	130	$20,274.26	0.73	$14,800.21	per dwelling unit	$1,924,027
Total	**403**					**$6,875,000**

D) Allocation of Assessments to Lot Types in Phase #3

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #3 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #3, is $3,600,000. As shown in Appendix D, there are a total of 163.78 estimated Equivalent Units in Phase #3, resulting in an Assessment per Equivalent Unit of $21,980.71.

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

The Assessment per dwelling unit or acre is calculated as the product of (i) $21,980.71 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $19,343.02 (i.e. $21,980.71 × 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $16,045.92 (i.e. $21,980.71 × 0.73). Table E-3 below sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #3.

Table E-3
Assessment per Unit - Phases #3

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Residential						
Lot Type 1	0	$21,980.71	1.00	$21,980.71	per dwelling unit	$0
Lot Type 2	65	$21,980.71	0.88	$19,343.02	per dwelling unit	$1,257,296
Lot Type 3	146	$21,980.71	0.73	$16,045.92	per dwelling unit	$2,342,704
Total	**211**					$3,600,000

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

APPENDIX F
PHASES #2-3 ASSESSMENT ROLL

Appendix F
Phases #2-3 Assessment Roll

Parcel	**All Parcels**
Assessment	**$6,575,000**
Equivalent Units	**494.19**

Year[1]	Principal and Interest	Administrative Expenses[2]	Total Annual Installment[3]
1	$80,760	$13,150	$93,910
2	$484,563	$46,288	$530,851
3	$484,563	$46,556	$531,119
4	$484,563	$46,830	$531,392
5	$609,563	$47,109	$656,671
6	$601,125	$46,769	$647,894
7	$617,688	$46,434	$664,122
8	$607,563	$45,980	$653,543
9	$597,438	$45,532	$642,970
10	$612,313	$45,090	$657,403
11	$600,500	$44,530	$645,030
12	$613,688	$43,975	$657,663
13	$599,188	$43,302	$642,490
14	$609,688	$42,636	$652,323
15	$618,375	$41,851	$660,226
16	$600,250	$40,948	$641,198
17	$607,125	$40,052	$647,177
18	$612,188	$39,038	$651,226
19	$615,438	$37,906	$653,344
20	$591,875	$36,657	$628,532
21	$592,094	$35,415	$627,509
22	$615,406	$34,056	$649,462
23	$609,906	$32,455	$642,361
24	$602,500	$30,736	$633,236
25	$593,188	$28,901	$622,088
26	$606,969	$26,949	$633,918
27	$591,938	$24,755	$616,693
28	$0	$0	$0
29	$0	$0	$0
30	$0	$0	$0
31	$0	$0	$0
Total	**$15,460,448**	**$1,053,903**	**$16,514,351**

1 - The principal and interest amounts are based on the Series 2014 Phases #2-3 MI Bonds final numbers

3 - The administrative expenses shown include the estimated district administration and assessment collection costs and the additional 0.5% interest to be collected for prepayment reserve and delinquency reserves.

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

APPENDIX G
PHASE #1 ASSESSMENT ROLL

Appendix G
Phase #1 Assessment Roll

	All Parcels
Parcel Assessment	**$12,500,000**
Equivalent Units	**374.80**

Year[1]	Principal[1]	Interest[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
1	$0	$98,156	$0	$34,740	$35,000	$167,896
2	$0	$588,938	$0	$292,125	$79,100	$960,163
3	$150,000	$588,938	$0	$292,125	$79,454	$1,110,516
4	$150,000	$579,375	$0	$292,125	$81,456	$1,102,956
5	$175,000	$569,813	$0	$292,125	$91,000	$1,127,938
6	$175,000	$558,656	$0	$194,141	$90,425	$1,018,222
7	$200,000	$547,500	$0	$196,875	$89,853	$1,034,228
8	$200,000	$534,750	$0	$196,875	$89,159	$1,020,784
9	$225,000	$522,000	$0	$196,875	$88,468	$1,032,343
10	$225,000	$507,656	$0	$196,875	$87,655	$1,017,187
11	$250,000	$493,313	$0	$196,875	$86,846	$1,027,033
12	$250,000	$477,375	$0	$196,875	$85,914	$1,010,164
13	$275,000	$461,438	$0	$196,875	$84,986	$1,018,298
14	$300,000	$443,906	$0	$196,875	$83,936	$1,024,717
15	$325,000	$424,781	$0	$196,875	$82,764	$1,029,420
16	$325,000	$404,063	$15,000	$196,875	$81,470	$1,022,408
17	$350,000	$382,531	$15,000	$196,088	$80,105	$1,023,724
18	$375,000	$359,344	$15,000	$195,300	$78,618	$1,023,262
19	$400,000	$334,500	$15,000	$194,513	$77,009	$1,021,022
20	$425,000	$308,000	$20,000	$193,725	$75,279	$1,022,004
21	$450,000	$278,250	$30,000	$192,675	$73,402	$1,024,327
22	$500,000	$246,750	$15,000	$191,100	$71,354	$1,024,204
23	$525,000	$211,750	$30,000	$190,313	$69,134	$1,026,197
24	$550,000	$175,000	$45,000	$188,738	$66,718	$1,025,456
25	$600,000	$136,500	$35,000	$186,375	$64,106	$1,021,981
26	$650,000	$94,500	$35,000	$184,538	$61,297	$1,025,334
27	$700,000	$49,000	$35,000	$182,700	$58,241	$1,024,941
28	$0	$0	$790,000	$180,863	$54,940	$1,025,802
29	$0	$0	$835,000	$139,388	$51,367	$1,025,755
30	$0	$0	$885,000	$95,550	$47,573	$1,028,123
31	$0	$0	$935,000	$49,088	$43,533	$1,027,620
Total	**$8,750,000**	**$10,376,781**	**$3,750,000**	**$5,927,081**	**$2,290,161**	**$31,094,023**

1 - The principal and interest amounts are based on the Series 2014 Phase #1A Bonds final numbers.
2 - The principal and interest amounts are based on the Series 2018 Phase #1B Bonds final numbers.
3 - The Administrative Expenses shown include the estimated district administration and assessment collection costs and the additional 0.5% interest to be collected for prepayment reserve and delinquency reserves.

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

APPENDIX H
PHASE #2 ASSESSMENT ROLL

Appendix H
Phase #2 Assessment Roll

Parcel	**All Parcels**
Assessment	**$6,875,000**
Equivalent Units	**339.10**

Year[1]	Principal	Interest	Administrative Expenses[2]	Total Annual Installment[3]
2019	$0	$379,351	$25,000	$404,351
2020	$30,000	$419,069	$25,250	$474,319
2021	$40,000	$417,381	$25,503	$482,884
2022	$45,000	$415,131	$25,758	$485,889
2023	$40,000	$412,600	$26,015	$478,615
2024	$50,000	$410,350	$26,275	$486,625
2025	$45,000	$407,538	$26,538	$479,076
2026	$55,000	$405,006	$26,803	$486,810
2027	$50,000	$401,913	$27,071	$478,984
2028	$50,000	$399,100	$27,342	$476,442
2029	$65,000	$396,288	$27,616	$488,903
2030	$65,000	$392,306	$27,892	$485,198
2031	$65,000	$388,325	$28,171	$481,496
2032	$65,000	$384,344	$28,452	$477,796
2033	$85,000	$380,363	$28,737	$494,099
2034	$90,000	$375,156	$29,024	$494,180
2035	$80,000	$369,644	$29,314	$478,958
2036	$90,000	$364,744	$29,608	$484,351
2037	$100,000	$359,231	$29,904	$489,135
2038	$115,000	$353,106	$30,203	$498,309
2039	$115,000	$346,063	$30,505	$491,567
2040	$130,000	$339,019	$30,810	$499,829
2041	$545,000	$331,056	$31,118	$907,174
2042	$580,000	$297,675	$31,429	$909,104
2043	$615,000	$262,150	$31,743	$908,893
2044	$650,000	$224,481	$32,061	$906,542
2045	$690,000	$184,669	$32,381	$907,050
2046	$730,000	$142,406	$32,705	$905,111
2047	$775,000	$97,694	$33,032	$905,726
2048	$820,000	$50,225	$33,363	$903,588
Total	**$6,875,000**	**$10,106,382**	**$869,622**	**$17,851,004**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2 - The principal and interest amounts are estimated using 6.45% interest rate and will be updated with final bond pricing numbers.

3 - The amounts shown include estimated district administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.

APPENDIX I
PHASE #3 PROPOSED ASSESSMENT ROLL

Appendix I
Proposed Phases #3 Assessment Roll

Parcel	All Parcels
Assessment	$3,600,000
Total Equivalent Units	163.78

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
2020	$0	$162,000	$25,000	$187,000
2021	$25,000	$162,000	$25,250	$212,250
2022	$26,000	$160,875	$25,503	$212,378
2023	$28,000	$159,705	$25,758	$213,463
2024	$29,000	$158,445	$26,015	$213,460
2025	$30,000	$157,140	$26,275	$213,415
2026	$31,000	$155,790	$26,538	$213,328
2027	$33,000	$154,395	$26,803	$214,198
2028	$34,000	$152,910	$27,071	$213,981
2029	$36,000	$151,380	$27,342	$214,722
2030	$38,000	$149,760	$27,616	$215,376
2031	$39,000	$148,050	$27,892	$214,942
2032	$41,000	$146,295	$28,171	$215,466
2033	$43,000	$144,450	$28,452	$215,902
2034	$45,000	$142,515	$28,737	$216,252
2035	$47,000	$140,490	$29,024	$216,514
2036	$49,000	$138,375	$29,314	$216,689
2037	$51,000	$136,170	$29,608	$216,778
2038	$53,000	$133,875	$29,904	$216,779
2039	$56,000	$131,490	$30,203	$217,693
2040	$58,000	$128,970	$30,505	$217,475
2041	$260,000	$126,360	$30,810	$417,170
2042	$272,000	$114,660	$31,118	$417,778
2043	$284,000	$102,420	$31,429	$417,849
2044	$297,000	$89,640	$31,743	$418,383
2045	$310,000	$76,275	$32,061	$418,336
2046	$324,000	$62,325	$32,381	$418,706
2047	$339,000	$47,745	$32,705	$419,450
2048	$354,000	$32,490	$33,032	$419,522
2049	$368,000	$16,560	$33,363	$417,923
Total	**$3,600,000**	**$3,783,555**	**$869,622**	**$8,253,177**

1 - The principal and interest amounts are estimated at 4.5% and will be updated upon levy.
2 - The amounts shown include estimated district administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.

Attachment: Creeks of Legacy PID - Draft SAP Updated for Phase #3 v2.1 (Creeks of Legacy Costs Determining Resolution & Preliminary

Life Connected.

Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Chief
Date: May 12, 2020
Re: Resolution to approve the grant application submission to the Office of the Governor, Criminal Justice Division for the police department to participate in the Rifle Resistant Body Armor Grant, FY2021.

Action Requested:
Consider and act upon a resolution of the City Council of the City of Celina approving the submission of a grant application by the Celina Police Department to the Office of the Governor, Criminal Justice Division for the Rifle Resistant Body Armor Grant, Grant Application #3964001. (Griggs)

Background Information:
N/A

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
Authorized purchases of approved Rifle Resistant Body Armor are reimbursed up to the approved budget maximum of $6,896.79 (FY2021).

Legal Review:
N/A

Supporting Documents:
N/A

Staff Recommendation:
Approve

CITY OF CELINA, TX

RESOLUTION NO. XXXXXXX

RESOLUTION BY THE CITY OF CELINA APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, FOR CELINA'S PARTICIPATION IN THE RIFLE RESISTANT BODY ARMOR GRANT.

WHEREAS, The City Council of the City of Celina finds it in the best interest of the citizens of the City of Celina, that the Celina Police Department participate in the Rifle Resistant Body Armor Grant to be operated in the 2021 FY; and

WHEREAS, The City Council of the City of Celina acknowledges that the Rifle Resistant Body Armor grant does not require matching funds and is based on reimbursement of authorized expenditures within the approved grant budget ; and

WHEREAS, The City Council of the City of Celina agrees that in the event of loss or misuse of the Rifle Resistant Body Armor grant funds, the City Council of the City of Celina assures that the funds will be returned to the Office of the Governor, Criminal Justice Division in full.

WHEREAS, The City Council of the City of Celina designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City Council of the City of Celina, TX approves submission of the grant application for the Celina Police Department's participation in the Rifle Resistant Body Armor Grant to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED this 12th of May, 2020.

_____
Sean Terry, Mayor

ATTEST:

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

Grant Application Number: 3964001

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Kim Brawner, Director of Engineering
Date: May 12, 2020
Re:

Action Requested:
Consider and act to authorize Change Orders 9, 11, and 12 with Hill & Wilkinson Construction Group for Library and modular building renovations in the amount of $253,145.85. (Berry)

Background Information:
The City of Celina awarded a construction manager at risk (CMAR) contract to Hill & Wilkinson in 2018. This CMAR contract included remodeling at City Hall, EDC, and Council Chambers (AKA Annex). The project was bid and the original guaranteed maximum price (GMP) contract was approved in March 2019 for an amount not to exceed of $6,669,552.00. The CMAR contract required the city and the contractor to carry a 5%. The contractor included their 5% within the bounds of the total contract price ($6,669,552.00). The city reserved an additional 5% of the total contract amount outside the scope of the contract. The majority of the originally allocated contingency funds have been used to date. Staff is requesting authorization to increase contingency funding.

Staff is requesting approval for $205,000.00 worth of additional work that was outside the scope of the original contract. The following items are included in this change order:

- Remove and replace handrails on the stairs outside of city hall ($26,172.02)
- Removal of solid wall for the mezzanine and replacement with picket rail system for the 2nd floor of the council chambers ($44,834.79)
- Installation of stairs and handrail in the mechanical yard and additional concrete on the north side of the annex ($25,221.86)
- Remodel of modular building for use by Police and Fire ($99,983.34)
- Annex additional modifications ($16,500.335)
- Remodel of library ($18,862.15)
- EDC additional modifications ($21,571.36)

  TOTAL AMOUNT: $253,145.85

The city's original contingency amount was $333,477.60. To date, the City has expended $280,598.13 of contingency work which leave an available contingency balance of $52,879.47. The City has requested the contractor complete an additional $253,145.85 of work that is outside the scope of the original contract and is identified in the project list above. Staff is requesting an additional $200,266.38 to complete the project.

This brings the city's total contingency amount to $533,744.14 or eight percent (8%) of the total contract price.

1.	Change Order 9	$	63,614.25
2.	Change Order 11	$	78,048.70
3.	Change Order 12	$	$111,482.90
	Total	**$**	**253,145.85**

Alternatives:
Council may reject the change orders and direct staff.

Financial Considerations:
Funding is available in the project.

Legal Review:
Standard contract documents are being used and have been previously review.

Supporting Documents:
Change Order 9
Change Order 11
Change Order 12

Staff Recommendation:
Approval of Change Orders 9, 11, &

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
City of Celina Building Renovations 142 N. Ohio Street Celina, Texas 75009	Contract For: General Construction Date:	Change Order Number: 009 Date: February 13, 2020
OWNER: *(Name and address)* City of Celina, Texas 143 N. Ohio Celina, Texas 75009	**ARCHITECT:** *(Name and address)* VAI Architects Incorporated 16000 North Dallas Parkway, Suite 200 Dallas, Texas 75248	**CONTRACTOR:** *(Name and address)* Hill & Wilkinson Construction Group;, Ltd. dba Hill & Wilkinson General Contractors 2703 Telecom Parkway, Suite 120 Richardson, Texas 75082 HWCG Job# 1874

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Proposed Change No. 26 and 30 Add: $ 63,614.25
(See Attached)

The original Contract Sum was	$	6,669,552.00
The net change by previously authorized Change Orders	$	267,603.77
The Contract Sum prior to this Change Order was	$	6,937,155.77
The Contract Sum will be increased by this Change Order in the amount of	$	63,614.25
The new Contract Sum including this Change Order will be	$	7,000,770.02

The Contract Time will be increased by Twenty Eight (28) days.
The new date of Substantial Completion will be March 6, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. -Substantial Completion was increased by Seven (7) Days on Change Order No. 8.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

VAI Architects Incorporated	Hill & Wilkinson Construction Group;, Ltd. dba Hill & Wilkinson General Contractors	City of Celina, Texas
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
SIGNATURE Mark Mortimer Digitally signed by Mark Mortimer DN: C=US, E=mmortimer@vaiarchitects.com, O=VAI Architects, OU=Project Manager, CN=Mark Mortimer Reason: I am approving this document Date: 2020.05.06 10:25:43-05'00'	SIGNATURE Mike Oswald	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE Mike Oswald, COO	PRINTED NAME AND TITLE
DATE	DATE February 13, 2020	DATE

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User Notes: (3B9ADA34)

Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building Renovation)

HILL & WILKINSON
GENERAL CONTRACTORS

Proposed Change Order

Number: 26

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Project: Celina City Buildings Renovations
142 N. Ohio St.
Celina, TX 75009

Contract Number: 1874. Celina City Buildings Renovations

Proposed Change Order #: 26-C.C. Replace Existing Exterior Hand & Guardrails

To (Contractor): Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Change Order Date : 01/17/20

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1		LS	C.C. Replace Existing Exterior Hand & Guardrails		24,462.00
			Total For Change Order before Add Ons:		24,462.00
			Subcontractor Default Ins.		366.93
			Genral Liability Insurance		245.54
			Builders Risk Ins		15.21
			Association Dues		24.46
			Maintenance After Completion		48.92
			Fee		1,006.62
			P&P Bond		2.34
			Total For Change Order:		26,172.02

Authorized By Owner:
City of Celina
142 North Ohio
Celina, TX 75009
By: KBrawner
Date: 1-17-2020

Authorized by Architect:
VAI Architects, Inc.
15301 Spectrum Dr., Ste 450
Addison, TX 75001
By:
Date: Mark Mortimer

Authorized by Contractor:
Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082
By:
Date: 1.17.20

Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building Renovation)

WELLS/McCOY
STEEL SERVICES, INC.

423 Metro Park Drive
McKinney, Texas 75071

Phone (469) 742-0888
Fax (469) 742-0898

12/11/2019
19009X

CHANGE ORDER REQUEST

PROJECT: CELINA CIVIC RENOVATION
LOCATION: CELINA, TEXAS

CUSTOMER: HILL & WILKINSON
ATTN: JACOB STANLEY

We propose to furnish structural and miscellaneous items as listed below per the revised/modified plan sheets dated:

REMOVE AND REPLACE RAILS AT ENTRY STEPS TO COUNCIL CHAMBER.
SEE WELLS McCOY STEEL APPROVAL DRAWING M-E1 DATED 12/3/19.

ITEMS ADDED LISTING:

1. REMOVE TWO EXISTING SINGLE LINE RAILS (CORE OUT EXISTING HOLES)
2. REMOVE ONE EXISTING PIPE RING AROUND EXISTING COLUMN
3. ADD TWO NEW 1 1/4" STD PIPE (1 5/8" OD) ROLLED RINGS AT TWO EXISTING COLUMNS
4. ADD TWO NEW 1 1/4" STD PIPE (1 5/8" OD) SINGLE LINE RAILS AND ATTACH TO RINGS
5. ADD TWO NEW PICKET RAILS WITH GRAB RAIL AT EACH SIDE OF STAIR TO CONTINUE TO BRICK WALL
6. ABOVE RAILS TO BE INSTALLED BY CORE DRILLING AND INFILL WITH NON SHRINK GROUT
7. ITEMS 3 THRU 5 TO BE PAINTED WITH ONE SHOP COAT OF OUR STANDARD SHOP PRIMER

NOTE: TERMS AND CONDITIONS OF EXISTING CONTRACT APPLY UNLESS NOTED OTHERWISE.
QUALIFY: PATCHING OF EXISTING HOLES TO BE BY OTHERS.

STAIRS & RAILS	$9,157.00	(INCLUDES 10% PROFIT)
FREIGHT	$165.00	"
DETAILING	$2,750.00	"
ERECTION	$12,390.00	($11,800.00 + 5% PROFIT)
TAXES	$0.00	
TOTAL	$24,462.00	

Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building Renovation)

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Six (6)
APPLICATION DATE: 07/01/19
PERIOD TO: 07/31/19
ARCHITECT'S PROJECT NO: HWCG Job# 1874

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAC (IF VARIAB RATE)
1.00	DESIGN ENGINEERING - PRECONSTRUCTION	$3,000.00	$3,000.00	$0.00	$0.00	3,000.00	100.00%		$150
2.00	SITE PLANNING & LOGISTICS	$0.00	$0.00	$0.00	$0.00	0.00			$0
3.00	DEMOLITION	$10,581.00	$10,581.00	$0.00		10,581.00	100.00%		$529
4.00	CONRETE	$900.00	$900.00	$0.00		900.00	100.00%		$45
5.00	MASONRY	$850.00	$850.00	$0.00		850.00	100.00%		$42
6.00	STRUCTURAL & MISCELLANEOUS STEEL	$0.00	$0.00	$0.00		0.00			$0
7.00	ROUGH CARPENTRY	$0.00	$0.00	$0.00		0.00			$0
8.00	FINISH CARPENTRY	$38,850.00	$38,850.00	$0.00		38,850.00	100.00%		$1,942
9.00	WATERPROOFING & SEALANTS	$0.00	$0.00	$0.00		0.00			$0
10.00	ROOFING	$0.00	$0.00	$0.00		0.00			$0
13.00	DOORS - FRAMES - HARDWARE	$14,970.00	$14,970.00	$0.00		14,970.00	100.00%		$748
14.00	SPECIAL FUNCTION DOORS - DOCK EQUIPMENT	$0.00	$0.00	$0.00		0.00			$0
15.00	GLASS - GLAZING	$4,700.00	$4,700.00	$0.00		4,700.00	100.00%		$235
17.00	DRYWALL - ACOUSTICAL	$31,067.00	$31,067.00	$0.00		31,067.00	100.00%		$1,553
19.00	FLOORING	$7,097.00	$7,097.00	$0.00		7,097.00	100.00%		$354
20.00	PAINTING - WALLCOVERING	$11,043.00	$11,043.00	$0.00		11,043.00	100.00%		$552
21.00	SPECIALTIES	$13,167.00	$13,167.00	$0.00		13,167.00	100.00%		$658
23.00	FURNISHINGS	$0.00	$0.00	$0.00		0.00			$0
24.00	SPECIALTY CONSTRUCTION	$0.00	$0.00	$0.00		0.00			$0
25.00	CONVEYING EQUIPMENT	$0.00	$0.00	$0.00		0.00			$0
26.00	FIRE SUPPRESSION	$0.00	$0.00	$0.00		0.00			$0
27.00	MECHANICAL	$65,619.00	$65,619.00	$0.00		65,619.00	100.00%		$3,280
28.00	ELECTRICAL	$48,700.00	$48,700.00	$0.00		48,700.00	100.00%		$2,435
29.00	COMMUNICATIONS & ELECTRONIC SECURITY	$40,261.00	$40,261.00	$0.00		40,261.00	100.00%		$2,013
30.00	EARTHWORK	$0.00	$0.00	$0.00		0.00			$0
31.00	SITE SPECIALTIES	$0.00	$0.00	$0.00		0.00			$0
32.00	LANDSCAPE - IRRIGATION	$0.00	$0.00	$0.00		0.00			$0
33.00	UTILITIES	$0.00	$0.00	$0.00		0.00			$0
35.00	GENERAL CONDITIONS	$39,054.00	$39,054.00	$0.00		39,054.00	100.00%		$1,952
37.00	BUILDERS RISK INSURANCE	$239.00	$239.00	$0.00		239.00	100.00%		$11
38.00	LIABILITY / UMBRELLA	$3,894.00	$3,894.00	$0.00		3,894.00	100.00%		$194

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Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building

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CONTINUATION SHEET

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PAGE OF PAGES

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APPLICATION NO: Six (6)
APPLICATION DATE: 07/01/19
PERIOD TO: 07/31/19
ARCHITECT'S PROJECT NO: HWCG Job# 1874

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAC (IF VARIAB RATE)
39.00	SUBGUARD	$4,586.00	$4,586.00	$0.00		4,586.00	100.00%		$229.
41.00	P&P BOND	$3,661.00	$3,661.00	$0.00		3,661.00	100.00%		$183.
43.00	CONTRACTOR CONTINGENCY	$0.00	$0.00	$0.00		0.00			$0.
45.00	FEE	$15,126.00	$15,126.00	$0.00		15,126.00	100.00%		$756.
46.00	PCO#01 - VRF Option C.C. Basement	$0.00	$0.00	$0.00		0.00			$0.
47.00	PCO#02 - GC Contingency Draw #01 - Added Abatment at C.C.	$0.00	$0.00	$0.00		0.00			$0.
48.00	PCO#04 - GC Contingecy Draw #02 - Added Key Rail at EDC	$0.00	$0.00	$0.00		0.00			$0.
49.00	PCO#05 - ASI#02 Added Scope	$0.00	$0.00	$0.00		0.00			$0.
50.00	PCO#06 - GC Contingency Draw #03 - Transformers at EDC & C.C	$0.00	$0.00	$0.00		0.00			$0.
51.00	PCO#07 - C.C. Dry Pipe System GC Contingency Credit	$0.00	$0.00	$0.00		0.00			$0.
52.00	PCO#03 - C.C. Repair - Steel & Concrete Portion	$0.00	$0.00	$0.00		0.00			$0.
53.00	PCO#08 - C.C. Repair - Turn Key Installation	$0.00	$0.00	$0.00		0.00			$0.
54.00	PCO#09 - EDC Exterior Drainage Rework - ASI#05	$0.00	$0.00	$0.00		0.00			$0.
	CITY HALL TOTALS	$357,365.00	$357,365.00	$0.00	$0.00	$357,365.00	100.00%	$0.00	$17,868.

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PERIOD TO: 07/31/19
ARCHITECT'S PROJECT NO: HWCG Job# 1874

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAG (IF VARIAB RATE)
1.00	DESIGN ENGINEERING - PRECONSTRUCTION	$3,000.00	$3,000.00	$0.00		3,000.00	100.00%		$150.
2.00	SITE PLANNING & LOGISTICS	$78,442.00	$78,442.00	$0.00		78,442.00	100.00%		$3,922.
3.00	DEMOLITION	$40,037.00	$40,037.00	$0.00		40,037.00	100.00%		$2,001.
4.00	CONRETE	$43,165.00	$43,165.00	$0.00		43,165.00	100.00%		$2,158.
5.00	MASONRY	$0.00	$0.00	$0.00		0.00			$0.
6.00	STRUCTURAL & MISCELLANEOUS STEEL	$21,978.00	$21,978.00	$0.00		21,978.00	100.00%		$1,098.
7.00	ROUGH CARPENTRY	$12,500.00	$12,500.00	$0.00		12,500.00	100.00%		$625.
8.00	FINISH CARPENTRY	$12,450.00	$12,450.00	$0.00		12,450.00	100.00%		$622.
9.00	WATERPROOFING & SEALANTS	$24,465.00	$24,465.00	$0.00		24,465.00	100.00%		$1,223.
10.00	ROOFING	$41,823.00	$41,823.00	$0.00		41,823.00	100.00%		$2,091.
13.00	DOORS - FRAMES - HARDWARE	$36,115.00	$36,115.00	$0.00		36,115.00	100.00%		$1,805.
14.00	SPECIAL FUNCTION DOORS - DOCK EQUIPMENT	$0.00	$0.00	$0.00		0.00			$0.
15.00	GLASS - GLAZING	$40,972.00	$40,972.00	$0.00		40,972.00	100.00%		$2,048.
17.00	DRYWALL - ACOUSTICAL	$53,668.00	$53,668.00	$0.00		53,668.00	100.00%		$2,683.
19.00	FLOORING	$43,766.00	$43,766.00	$0.00		43,766.00	100.00%		$2,188.
20.00	PAINTING - WALLCOVERING	$28,984.00	$28,984.00	$0.00		28,984.00	100.00%		$1,449.
21.00	SPECIALTIES	$23,008.00	$23,008.00	$0.00		23,008.00	100.00%		$1,150.
23.00	FURNISHINGS	$0.00	$0.00	$0.00		0.00			$0.
24.00	SPECIALTY CONSTRUCTION	$0.00	$0.00	$0.00		0.00			$0.
25.00	CONVEYING EQUIPMENT	$0.00	$0.00	$0.00		0.00			$0.
26.00	FIRE SUPPRESSION	$0.00	$0.00	$0.00		0.00			$0.
27.00	MECHANICAL	$176,824.00	$176,824.00	$0.00		176,824.00	100.00%		$8,841.
28.00	ELECTRICAL	$215,700.00	$215,700.00	$0.00		215,700.00	100.00%		$10,785.
29.00	COMMUNICATIONS & ELECTRONIC SECURITY	$112,968.00	$112,968.00	$0.00		112,968.00	100.00%		$5,648.
30.00	EARTHWORK	$0.00	$0.00	$0.00		0.00			$0.
31.00	SITE SPECIALTIES	$950.00	$950.00	$0.00		950.00	100.00%		$47.
32.00	LANDSCAPE - IRRIGATION	$1,680.00	$1,680.00	$0.00		1,680.00	100.00%		$84.
33.00	UTILITIES	$0.00	$0.00	$0.00		0.00			$0.
35.00	GENERAL CONDITIONS	$134,560.00	$134,560.00	$0.00		134,560.00	100.00%		$6,728.
37.00	BUILDERS RISK INSURANCE	$823.00	$823.00	$0.00		823.00	100.00%		$41.
38.00	LIABILITY / UMBRELLA	$13,416.00	$13,416.00	$0.00		13,416.00	100.00%		$670.
39.00	SUBGUARD	$14,733.00	$14,733.00	$0.00		14,733.00	100.00%		$736.
41.00	P&P BOND	$12,602.00	$12,602.00	$0.00		12,602.00	100.00%		$630.
43.00	CONTRACTOR CONTINGENCY	$0.00	$0.00	$0.00		0.00			$0.
45.00	FEE	$52,070.00	$52,070.00	$0.00		52,070.00	100.00%		$2,603.
46.00	PCO#01 - VRF Option C.C. Basement	$0.00	$0.00	$0.00		0.00			$0.
47.00	PCO#02 - GC Contingency Draw #01 - Added Abatment at C.C.	$0.00	$0.00	$0.00		0.00			$0.00
48.00	PCO#04 - GC Contingency Draw #02 - Added Key Kart at PDC	$5,649.49	$5,649.49	$0.00		5,649.49	100.00%		$282.47

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ARCHITECT'S PROJECT NO: HWCG Job# 1874

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49.00	PCO#05 - ASI#02 Added Scope	$0.00	$0.00	$0.00		0.00			$0
50.00	PCO#06 - GC Contingency Draw #03 - Transformers at EDC & C.C	$9,389.77	$9,389.77	$0.00		9,389.77	100.00%		$469
51.00	PCO#07 - C.C. Dry Pipe System GC Contingency Credit	$0.00	$0.00	$0.00		0.00			$0
52.00	PCO#03 - C.C. Repair - Steel & Concrete Portion	$0.00	$0.00	$0.00		0.00			$0
53.00	PCO#08 - C.C. Repair - Turn Key Installation	$0.00	$0.00	$0.00		0.00			$0
54.00	PCO#09 - EDC Exterior Drainage Rework - ASI#05	$20,825.77	$20,825.77	$0.00		20,825.77	100.00%		$1,041
55.00	PCO#10 - HVAC Control Changes - EDC & Council - VOID	$0.00	$0.00	$0.00		0.00			$0
56.00	PCO#11 - Furnishings Allowance Draw #01 - EDC	$78,734.10	$78,734.10	$0.00		78,734.10	100.00%		$3,936
57.00	PCO#12 - EDC Patch Exterior Existing Brick	$10,688.35	$10,688.35	$0.00		10,688.35	100.00%		$534
58.00	PCO#13 - EDC - Wall Furrouts Level 1 & 2	$12,913.85	$12,913.85	$0.00		12,913.85	100.00%		$645
59.00	PCO#14 - Exterior Wood Door Upgrades EDC	$22,303.95	$22,303.95	$0.00		22,303.95	100.00%		$1,115
60.00	PCO#15 - EDC Mural Wall Refinishing	$19,446.60	$19,446.60	$0.00		19,446.60	100.00%		$972
61.00	PCO#16 - EDC Misc Electrical Pony Wall, Data - VOID	$0.00	$0.00	$0.00		0.00			$0
62.00	PCO#17 - Exterior ADA Sidewalk/Back Lot Demo & Repour	$41,536.85	$41,536.85	$0.00		41,536.85	100.00%		$2,076
63.00	PCO#18 - Patch Existing Brick at EDC & CC Basement	$9,788.15	$9,788.15	$0.00		9,788.15	100.00%		$489
64.00	PCO#19 - C.C. Existing Stain Glass Restoration	$0.00	$0.00	$0.00		0.00			$0
65.00	PCO#20 - C.C. Level 1 & 2 Refinish Existing Walls & Mezzanine Pony Wall	$0.00	$0.00	$0.00		0.00			$0
66.00	PCO#21 - C.C. Basement, Lv 1 & 2, Mezz Pony Wall - Drywall	$0.00	$0.00	$0.00		0.00			$0
67.00	PCO#22 - C.C Additional Millwork Scope	$0.00	$0.00	$0.00		0.00			$0
68.00	PCO#23 - C.C. WindowCraft Exterior Wood Door Upgrades	$0.00	$0.00	$0.00		0.00			$0
69.00	PCO#24 - EDC UG Conduit Runs (2) 4" Comms & (2) 2" Electrical	$13,248.65	$13,248.65	$0.00		13,248.65	100.00%	$0.00	$662
70.00	PCO#25 - EDC Ally Rework and Pour	$33,685.97	$33,685.97	$0.00		33,685.97	100.00%		$1,684
71.00	PCO#26 - C.C. Replace Existing Exterior Hand and Guardrails	$0.00	$0.00	$0.00		0.00			$0
72.00	PCO#27 - Furnishings Allowance Draw #02 - Council Chambers	$0.00	$0.00	$0.00		0.00			$0
73.00	PCO#28 - C.C. Condensate Lines & Isolation Valves	$0.00	$0.00	$0.00		0.00			$0
74.00	PCO#29 - Contractural Date Change Add 7 Days- Zero Dollar	$0.00	$0.00	$0.00		0.00			$0
	EDC TOTALS	$1,518,910.50	$1,518,910.50	$0.00	$0.00	$1,518,910.50	100.00%	$0.00	$75,945

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1.00	DESIGN ENGINEERING - PRECONSTRUCTION	$3,000.00	$3,000.00	$0.00		3,000.00	100.00%		$150
2.00	SITE PLANNING & LOGISTICS	$235,326.00	$229,050.93	$6,275.07		235,326.00	100.00%		$11,766
3.00	DEMOLITION	$150,256.00	$150,256.00	$0.00		150,256.00	100.00%		$7,512
4.00	CONRETE	$168,929.00	$168,121.63	$807.37		168,929.00	100.00%		$8,446
5.00	MASONRY	$139,674.00	$139,674.00	$0.00		139,674.00	100.00%		$6,983
6.00	STRUCTURAL & MISCELLANEOUS STEEL	$97,608.00	$92,102.26	$0.00		92,102.26	94.36%	$5,505.74	$4,605
7.00	ROUGH CARPENTRY	$68,541.00	$68,541.00	$0.00		68,541.00	100.00%		$3,427
8.00	FINISH CARPENTRY	$163,130.00	$55,915.00	$51,250.00		107,165.00	65.69%	$55,965.00	$5,358
9.00	WATERPROOFING & SEALANTS	$92,930.00	$73,359.50	$5,000.00		78,359.50	84.32%	$14,570.50	$3,917
10.00	ROOFING	$85,736.00	$85,736.00	$0.00		85,736.00	100.00%		$4,286
13.00	DOORS - FRAMES - HARDWARE	$72,050.00	$41,266.25	$3,805.87		45,072.12	62.56%	$26,977.88	$2,253
14.00	SPECIAL FUNCTION DOORS - DOCK EQUIPMENT	$5,310.00	$0.00	$0.00		0.00	0.00%	$5,310.00	$0
15.00	GLASS - GLAZING	$194,083.00	$158,119.75	$30,000.00		188,119.75	96.93%	$5,963.25	$9,405
17.00	DRYWALL - ACOUSTICAL	$164,843.00	$154,956.00	$0.00		154,956.00	94.00%	$9,887.00	$7,747
19.00	FLOORING	$68,524.00	$20,746.69	$31,036.42		51,783.11	75.57%	$16,740.89	$2,589
20.00	PAINTING - WALLCOVERING	$102,593.00	$74,069.00	$9,000.00		83,069.00	80.97%	$19,524.00	$4,153
21.00	SPECIALTIES	$46,631.00	$17,648.90	$6,000.00		23,648.90	50.71%	$22,982.10	$1,182
23.00	FURNISHINGS	$24,144.08	$0.00	$19,239.64		19,239.64	79.69%	$4,904.44	$961
24.00	SPECIALTY CONSTRUCTION	$16,575.00	$0.00	$0.00		0.00	0.00%	$16,575.00	$0
25.00	CONVEYING EQUIPMENT	$136,600.00	$88,790.00	$27,214.56		116,004.56	84.92%	$20,595.44	$5,800
26.00	FIRE SUPPRESSION	$110,700.00	$110,134.05	$0.00		110,134.05	99.49%	$565.95	$5,506
27.00	MECHANICAL	$552,014.00	$499,040.02	$42,473.74		541,513.76	98.10%	$10,500.24	$27,075
28.00	ELECTRICAL	$442,600.00	$436,436.31	$5,000.00		441,436.31	99.74%	$1,163.69	$22,071
29.00	COMMUNICATIONS & ELECTRONIC SECURITY	$274,332.00	$201,914.78	$13,225.48		215,140.26	78.42%	$59,191.74	$10,757
30.00	EARTHWORK	$34,093.00	$34,093.00	$0.00		34,093.00	100.00%		$1,704
31.00	SITE SPECIALTIES	$9,241.00	$2,616.85	$6,624.15		9,241.00	100.00%		$462
32.00	LANDSCAPE - IRRIGATION	$31,795.00	$0.00	$4,207.41		4,207.41	13.23%	$27,587.59	$210
33.00	UTILITIES	$219,064.00	$215,249.79	$0.00		215,249.79	98.26%	$3,814.21	$10,762
35.00	GENERAL CONDITIONS	$489,158.00	$402,388.97	$36,364.38		438,753.35	89.70%	$50,404.65	$21,937
37.00	BUILDERS RISK INSURANCE	$2,992.00	$2,992.00	$0.00		2,992.00	100.00%		$149
38.00	LIABILITY / UMBRELLA	$48,770.00	$48,770.00	$0.00		48,770.00	100.00%		$2,438
39.00	SUBGUARD	$54,423.00	$54,423.00	$0.00		54,423.00	100.00%		$2,721

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Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Six (6)
APPLICATION DATE: 07/01/19
PERIOD TO: 07/31/19
ARCHITECT'S PROJECT NO: HWCG Job# 1874

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAC (IF VARIAB RATE)
41.00	P&P BOND	$45,820.00	$45,820.00	$0.00		45,820.00	100.00%		$2,291
43.00	CONTRACTOR CONTINGENCY	$37,952.69	$0.00	$0.00		0.00	0.00%	$37,952.69	$0
45.00	FEE	$189,325.00	$153,414.97	$0.00		153,414.97	81.03%	$35,910.03	$7,670
46.00	PCO#01 - VRF Option C.C. Basement	$30,658.14	$30,658.14	$0.00		30,658.14	100.00%		$1,532
47.00	PCO#02 - GC Contingency Draw #01 - Added Abatment at C.C.	$4,908.20	$4,908.20	$0.00		4,908.20	100.00%		$245
48.00	PCO#04 - GC Contingecy Draw #02 - Added Key Rail at EDC	$0.00	$0.00	$0.00		0.00			$0
49.00	PCO#05 - ASI#02 Added Scope	$7,126.78	$7,126.78	$0.00		7,126.78	100.00%		$356
50.00	PCO#06 - GC Contingency Draw #03 - Transformers at EDC & C.C	$9,389.77	$9,389.77	$0.00		9,389.77	100.00%		$469
51.00	PCO#07 - C.C. Dry Pipe System GC Contingency Credit	($23,100.00)	($23,100.00)	$0.00		-23,100.00	100.00%		($1,155
52.00	PCO#03 - C.C. Repair - Steel & Concrete Portion	$67,787.65	$67,787.65	$0.00		67,787.65	100.00%		$3,389
53.00	PCO#08 - C.C. Repair - Turn Key Installation	$53,358.55	$53,358.55	$0.00		53,358.55	100.00%		$2,667
54.00	PCO#09 - EDC Exterior Drainage Rework - ASI#05	$0.00	$0.00	$0.00		0.00			$0
55.00	PCO#10 - HVAC Control Changes - EDC & Council - VOID	$0.00	$0.00	$0.00		0.00			$0
56.00	PCO#11 - Furnishings Allowance Draw #01 - EDC	$0.00	$0.00	$0.00		0.00			$0
57.00	PCO#12 - EDC Patch Exterior Existing Brick	$0.00	$0.00	$0.00		0.00			$0
58.00	PCO#13 - EDC - Wall Furrouts Level 1 & 2	$0.00	$0.00	$0.00		0.00			$0
59.00	PCO#14 - Exterior Wood Door Upgrades EDC	$0.00	$0.00	$0.00		0.00			$0
60.00	PCO#15 - EDC Mural Wall Refinishing	$0.00	$0.00	$0.00		0.00			$0
61.00	PCO#16 - EDC Misc Electrical Pony Wall, Data - VOID	$0.00	$0.00	$0.00		0.00			$0
62.00	PCO#17 - Exterior ADA Sidewalk/Back Lot Demo & Repour	$0.00	$0.00	$0.00		0.00			$0
63.00	PCO#18 - Patch Existing Brick at EDC & CC Basement	$9,788.15	$9,788.15	$0.00		9,788.15	100.00%		$489
64.00	PCO#19 - C.C. Existing Stain Glass Restoration	$45,654.99	$22,827.50	$22,827.49		45,654.99	100.00%	($0.00)	$2,282
65.00	PCO#20 - C.C. Level 1 Plaster Refinishing	$35,039.40	$29,783.49	$5,255.91		35,039.40	100.00%		$1,751
66.00	PCO#21 - C.C. Basement, Lv 1 & 2, Mezz Pony Wall - Drywall	$33,516.92	$28,489.38	$5,027.54		33,516.92	100.00%		$1,675
67.00	PCO#22 - C.C Additional Millwork Scope	$38,537.99	$0.00	$38,537.99		38,537.99	100.00%		$1,926
68.00	PCO#23 - C.C. WindowCraft Exterior Wood Door Upgrades	$16,037.00	$7,900.00	$8,137.00		16,037.00	100.00%		$801
69.00	PCO#24 - EDC UG Conduit Runs (2) 4" Comms & (2) 2" Electrical	$0.00	$0.00	$0.00		0.00			$0
70.00	PCO#25 - EDC Ally Rework and Pour	$0.00	$0.00	$0.00		0.00			$0
71.00	PCO#26 - C.C. Replace Existing Exterior Hand and Guardrails	$26,172.02	$0.00	$0.00		0.00	0.00%	$26,172.02	$0
72.00	PCO#27 - Furnishings Allowance Draw #02 - Council Chambers	$141,561.80	$70,780.90	$70,780.90		141,561.80	100.00%		$7,078
73.00	PCO#28 - C.C. Condensate Lines & Isolation Valves	$11,852.16	$11,852.16	$0.00		11,852.16	100.00%		$592
74.00	PCO#29 - Contractural Date Change Add 7 Days- Zero Dollar	$0.00	$0.00	$0.00		0.00			$0
75.00	PCO#30 - C.C. Mezz Picket Rail & Additional GC's	$37,442.23	$0.00	$37,442.23		37,442.23	100.00%		$1,872
76.00	PCO#31 - Library Modifications & Additional City Finishes	$0.00	$0.00	$0.00		0.00			$0
77.00	PCO#32 - Modular Renovation Scope	$0.00	$0.00	$0.00		0.00			$0
78.00	PCO#33 - S&A Draw #01 - Internal Budget Adjustments	$0.00	$0.00	$0.00		0.00			$0
79.00	PCO#34 - GC Cont. Draw - Design Fees & C.C. UG Utilities	$0.00	$0.00	$0.00		0.00			$0
	COUNCIL CHAMBERS TOTALS	$5,124,494.52	$4,160,197.32	$485,533.15	$0.00	$4,645,730.47	90.66%	$478,764.05	$232,286.37

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Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Six (6)
APPLICATION DATE: 07/01/19
PERIOD TO: 07/31/19
ARCHITECT'S PROJECT NO: HWCG Job# 1874

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAC (IF VARIAB RATE)
	GRAND TOTALS	$7,000,770.02	$6,036,472.82	$485,533.15	$0.00	$6,522,005.97	93.16%	$478,764.05	$326,100

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Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building

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HILL & WILKINSON
GENERAL CONTRACTORS

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Proposed Change Order

Number: 30

Project: Celina City Buildings Renovations
142 N. Ohio St.
Celina, TX 75009

Contract Number: 1874. Celina City Buildings Renovations

Proposed Change Order #: 30-C.C. - Mezz Picket Rail & Additional GC's

To (Contractor): Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Change Order Date : 01/17/20

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1	28	LS	C.C. - Mezz Picket Rail		10,364.20
2		LS	Additional General Conditions for Added Contractural Days		25,000.00
			Total For Change Order before Add Ons:		35,364.20
			Subcontractor Default Ins.		155.46
			Genral Liability Insurance		351.27
			Builders Risk Ins		21.77
			Association Dues		35.36
			Maintenance After Completion		70.73
			Fee		1,440.09
			P&P Bond		3.35
			Total For Change Order:		37,442.23

This PCO will add (28 Working Days) to the Contractual Substantial Completion date.

Current Substantial Completion Date: 2/10/2020

New Substantial Completion Date : ~~3/10/2020~~ 3/6/20 JS HEW KB Celina

Contractual Monthly General Conditions Costs: $60,252.00

Additional General Condition Costs Incorporated into this PCO: $25,000.00

Authorized By Owner:	Authorized by Architect:	Authorized by Contractor:
City of Celina 142 North Ohio Celina, TX 75009	VAI Architects, Inc. 15301 Spectrum Dr., Ste 450 Addison, TX 75001	Hill & Wilkinson Construction Group 2703 Telecom Parkway, Suite 120 Richardson, TX 75082
By: KBrammer	By: Mark Mortimer	By:
Date: 1-17-2020	Date:	Date: 1.17.20

Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building Renovation)

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Proposal

Rev 2

Date: January 8, 2020
Job Name: City of Celina Civic Facility Renovation
Location: Celina, TX

2019-374

Qty	Unit	Description	Unit Price	Total Price
1	LS	3 canopies from aluminum tune frame with Pac-Clad snap clad standing seam on roof and flush reveal soffit panels with Pac-Clad Standard Color. Sides to be closed up with flat sheet all pack clad components to be color matched. No striations or vents on soffit or ridge. Includes flashing and trim as necessary from same color flat materials. Anchored to wall with stainless steel hardware with thru plate conditions. Interior wall plates to have aluminuml and plates to vary. Soffit and snap clad to have 12" widths. 2" square aluminum tube frame and 1/4" mounting plates on inside and outside of wall. Will seal holes with masitc on both sides. 1/4" alum back plates on interior side with acorn nuts, washers and lock washers. Also threads with anitseize. Aluminum frame to be mill finish, backing plates inside to be supplied with (1) coat gray oxide primer. Prep, prime and paint of interior plates and hardware to be by others.	$ 18,990.10	$ 18,990.10
1	EA	Engineering, stamped calculations and stamped shop drawings. Canopies only.	$ 1,983.96	$ 1,983.96
80	LF	80 LF Railing at 2nd floor chamber balcony interior. Fabricated and installed with (1) coat red oxide primer. Excludes prep, prime and paint. Comprised of FL. 3/8" x 2" A36 hr top rail counter sunk for screws to be determined, hole type and quantity to change pricing. Postsm top and bottom strands to be TS. 1-1/2" x 1-1/2" x 3/16" Tube steel with vertical pickets TS. 3/4" x 3/4" x 16ga tube 4" max centers +/-. base late mounted to floor with countersunk wood screws, Blocking to be installed by other for mounting railing, Flooring to be conbfirmed, does not include escutcheon covers, To be added at additional costs if needed. Engineering is not included. Wood top railing and hardware for it is not included, supplied and installed by others.	$ 98.30	$ 7,864.20
48	LF	Fence AS.501. Fabricated and installed with hot dip galvanized finish, finia;ls to be added after galv and cold galv. After galvanizing will be powder coated standard black exterio from Tuff Coat with 1 yr warranty, hardware and clip angles to be coated as well,. 2 cans of touch up will be supplied to GC. Clip anchored to brick pylons with anchors. Quoted as punched channel 2" x 1/2" x 1/8" steel with 1/2" square pickets with King metals Finial 10-217B-12 finial cast steel welded to pickets, pickets to be 4" spacing. Anchored to brick pylons with anchors and clip angles.	$ 152.17	$ 7,304.35

Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building Renovation)

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Proposal

Rev 2

Date: January 8, 2020
Job Name: City of Celina Civic Facility Renovation
Location: Celina, TX

2019-374

Qty	Unit	Description	Unit Price	Total Price
1	EA	Engineering, stamped calculations and stamped shop drawings. Fence and Chamber balcony railing only.	$ 1,350.20	$ 1,350.20

Includes: All material, labor, and equipment to provide scope as outlined above; Shop Drawings.

Qty's to be Confirmed

Excludes: All fees, permits, bonding, engineering, testing, inspection

Notes:

1.) Demolition, opening and sealing of adjacent finishes, roofing, conditions by others.
2.) Engineering, calculations & stamps submittals are not included. Engineering by others.
3.) Removal, replacement and application of fireproffing is not included, by others.
4.) Any Changes due to engineering requirements with adjust costs accordingly.
5.) Excludes all fees, permits, bonding and engineering.
6.) Does not include hoisting materials to floors of work.
7.) Work spaces assumed to be free and clear to perform work, moving personnel and equipment without obstruction minimum mobilizations are included.
8.) A secure and accesible storage and laydown area is needed to perform work and supplied by GC.
9.) Does not include cold from framing, clips or plates for mounting cold form framing or Simpson clips.
10.) X-RAY, Ultrasonic, exploratory investiagtion to be done prior to fabrication by others, Supplied info to Fabhar by GC.
11.) Does not include spotters, riggers, crain, assumed to be able to work from the inside of the parking structure.
12.) Does not include temporary railings
13.) Pricing is based upon personnel at our standard wage rate for labor. (Davis-Bacon or any other wage scale is not included unless specified).
14.) No costs are included for third party inspections.
15.) Based on 40hr work week, Monday - Friday. No overtime is included.
16.) GC to provide temporary power.
17.) Assumed free acesss to location of building to bring in

Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building Renovation)

fab|har

Proposal

Rev 2

Date: January 8, 2020
Job Name: City of Celina Civic Facility Renovation
Location: Celina, TX

2019-374

Qty	Unit	Description	Unit Price	Total Price
		full size material and lifts to location.		
		19.) Does not include temp stairs or temp railing.		
		20.) Does not include, closures, permits, barricades, pedestrian tunnels, safety nets around structure. By others/GC		
		21.) Does not include any penetrations for other trades or engineering for other trades oir signage.		
		22.) Badging and extra security checks and testing is not included. Can be added upon request as additional costs.		
		23.) Quoted with Tax Excluded.		
		24.) Quoted as standard insurance (non-OCIP/CCIP) if OCIP/CCIP is chosen, add $250.00 to contract for proceedure		
		25.) Must have acess with scissor lifts to perform work. Does not include protection of flooring.		
		26.) Does not include any Scan or X-ray of concrete. To be performed by others.		
		27.) Special inspections, destructive or non-destructive tests or materials for testing. Does not include Mag particle, x-ray, ultrasonic or other testing.		
		28.) If Engineering stamped calcs and stamped drawings is required please add $2850.00 to contract.		
		30.) GC to supply clear access and ready for equipment to work area. Dewatering not included, by GC others. All other finishes, trees, canopies, landscape items to be moved or protected by GC/others.		
		THIS QUOTE VALID FOR 15 DAYS		
			~~*Total*~~	~~$ 37,492.81~~

Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building Renovation)

1-10-2020

SunDrywall

Attn: Jacob Stanley
Hill & Wilkinson General Contractors

RE: Celina Civic Center – Council L2 – Low Wall Revision per 1-9-2020 directive

Jacob,

Please accept this pricing to perform the scope directed on site. Scope listed below and itemized on the attached back up.

Scope:

- Furr out lower facia below picket handrail / framing size to be verified
- Furr existing framing at low wall and facia to align with rework at picket handrails
- Credit drywall material and labor at deleted low wall
- Scope & pricing break out attached

Total: $1,812.00

Qualifications and Exclusions:

- Material tax is excluded
- Overtime is not included in this cost
- Demo of deleted low wall framing in place to be removed by others
- Low wall post are not included in this proposal version
- Proposed scope for camera niche is not included as directed to remove on site

If any additional pricing is required or any questions arise please do not hesitate to call.

Thank you,
Art Summerville
Sun Drywall
10314 Brockwood Road - Dallas, TX 75238
art@sundrywalldfw.com (469) 291-5195 Office

COR-22

Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building Renovation)

Sun Drywall LLC
10314 Brockwood Road, Dallas, Texas 75238
Phone: 469 291-5195 Fax: n/a

Bid Summary

CELINA CIVIC CENTER-CDS

Council Chamber - L2 Low Wall Modification as of 1-9-20 Directive

Bid No. 345

Selected Sections: 05 40 00 Cold-Formed Metal Framing, 09 21 16 Gypsum Board Assemblies, 09 22 16 Non-Structural Metal Framing
Selected Typical Areas:
Selected Areas: Council Chambers 2nd Floor

Estimator:
Job Class:
Wage Type: Open
Job Site: City Of Celina Civic , 142 N. OHIO ST, Celina, TX 75009

Job Status:
Bid Date/Time: 1/25/2019 2:00:00 PM
Plans Date: 10/9/2018

Council Chambers 2nd Floor

No.	Condition	Quantity	Unit Price	Total Price
1	Furring at Picket Handrails - Framing add only	74 46 LF	16.92 / LF	1,259.65
2	Furring at at Low Wall - Framing add only	23 76 LF	23.32 / LF	553.95
3	Furring at at Low Wall - Radius - Framing add only	14 36 LF	40.19 / LF	577.09
4	Credit drywall install at low to be removed by others	73 31 LF	-2.34 / SF	-578.36
			Material & Labor Total:	**1,812.33**
			Council Chambers 2nd Floor Total:	**1,812.33**
			Grand without additional markups Total:	**1,812.33**
			Additional Markups Total:	**0.00**
			Grand Total:	**1,812.33**

CDR-22

Attachment: CO. 9 for Review and Signature (003) (Construction Change Order - City Building Renovation)

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
City of Celina Building Renovations 142 N. Ohio Street Celina, Texas 75009	Contract For: General Construction Date:	Change Order Number: 011 Date: March 31, 2020
OWNER: *(Name and address)* City of Celina, Texas 143 N. Ohio Celina, Texas 75009	**ARCHITECT:** *(Name and address)* VAI Architects Incorporated 16000 North Dallas Parkway, Suite 200 Dallas, Texas 75248	**CONTRACTOR:** *(Name and address)* Hill & Wilkinson Construction Group;, Ltd. dba Hill & Wilkinson General Contractors 2703 Telecom Parkway, Suite 120 Richardson, Texas 75082 HWCG Job# 1874

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Proposed Change No. 36, 38 39, 40, and 42 Add: $ 78,048.70
(See Attached)

The original Contract Sum was	$	6,669,552.00
The net change by previously authorized Change Orders	$	364,564.02
The Contract Sum prior to this Change Order was	$	7,034,116.02
The Contract Sum will be increased by this Change Order in the amount of	$	78,048.70
The new Contract Sum including this Change Order will be	$	7,112,164.72

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be March 6, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. Substantial Completion was increased by Seven (7) Days on Change Order No. 8 and by Twenty-Eight (28) Days on Change Order No. 9.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

VAI Architects Incorporated	Hill & Wilkinson Construction Group;, Ltd. dba Hill & Wilkinson General Contractors	City of Celina, Texas
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
SIGNATURE Mark Mortimer Digitally signed by Mark Mortimer DN: C=US, E=mmortimer@vaiarchitects.com, O=VAI Architects, OU=Project Manager, CN=Mark Mortimer Reason: I am approving this document Date: 2020.05.06 10:26:42-05'00'	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	Matt Shem, EVP PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	March 31, 2020 DATE	DATE

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User Notes:

Celina - City Buildings Renovations

GC - Contingency Log

3/31/2020

HILL & WILKINSON GENERAL CONTRACTORS

Contingency Credits

Item	Description or Work	Date Submitted	Status	Date Approved	Proposed Value	Rejected Value	Approved Value
1	Removal of Dry Pipe System in Attic Space of Council Chambers - RFI#019	5/14/2019	Approved	6/5/2019	$23,100.00		$23,100.00
2							
3							
4							
5							
6							
	Sub-Total Contingency Credits				$23,100.00	$0.00	$23,100.00

Contingency Deducts

Item	Description or Work	Date Submitted	Status	Date Approved	Proposed Value	Rejected Value	Approved Value
2	Additional Abatement - Council Chambers Basement	4/10/2019	Approved	4/11/2019	$ (4,908.20)	$ -	$ (4,908.20)
4	RFI#014 - Added 20' of Safety Rail at EDC	5/15/2019	Approved	5/15/2019	$ (5,649.49)	$ -	$ (5,649.49)
6	GC Contingency Draw - 240 to 208 3 Phase Transformers - C.C. & EDC	6/3/2019	Approved	6/3/2019	$ (18,779.53)	$ -	$ (18,779.53)
4	City Hall - Data/AV Changes - (Automation Integration)	5/30/2019	Rejected		$ -	$ -	$ -
3	RFI#004 - Existing Conditions - C.C. Repairs - Steel/Concrete Portion	6/24/2019	Approved	6/24/2019	$ (62,787.65)	$ -	$ (62,787.65)
8	PCO#08 - Existing Conditions - C.C. Repars - Turn Key Repair Install	7/8/2019	Approved	7/11/2019	$ (53,358.55)	$ -	$ (53,358.55)
9	ASI#06 - Council Chambers Mechanical Yard Layout Change - VOID	7/11/2019	VOID	7/18/2019	$ (5,074.00)	$ -	$ -
9	EDC - Exterior Drainage Rework - ASI#05	8/1/2019	Approved	8/1/2019	$ (20,825.77)	$ -	$ (20,825.77)
13	EDC - Wall Furrouts Level 1 & 2	8/29/2019	Approved	10/15/2019	$ (12,913.85)	$ -	$ (12,913.85)
14	Exterior Wood Door Upgrades EDC	10/3/2019	Approved	10/8/2019	$ (22,303.95)	$ -	$ (22,303.95)
17	EDC - Exterior ADA Sidewalk & Back Lot Demo and Concrete	10/31/2019	Approved	11/15/2019	$ (41,538.85)	$ -	$ (41,536.85)
18	Patch Existing Brick at EDC & CC & Basement	10/22/2019	Approved	10/22/2019	$ (19,576.31)	$ -	$ (19,576.31)
23	C.C. WindowCraft - Exterior Wood Door Upgrades (2) Doors	11/19/2019	Approved	11/19/2019	$ (16,037.00)	$ -	$ (16,037.00)
28	C.C. Condesate Lines for VRF & Isolation Valves	12/13/2019	Approved	12/13/2019	$ (11,852.16)	$ -	$ (11,852.16)
34	GC Cont. Draw - Design Fees & C.C. UG Utilities	1/30/2020	Pending		$ (10,599.00)	$ -	$ (10,599.00)
40	Fabhar - Subcontract Buyout	3/6/202			$ (24,819.86)		$ (24,819.86)
					$ -	$ -	$ -
	Sub-Total Contingency Deducts				$ (331,024.17)	$0.00	$ (325,948.17)
	Total Contingency				**$305,382.00**	**$0.00**	**$305,382.00**
	Credits				**$23,100.00**	**$0.00**	**$23,100.00**
	Deducts				**-$331,024.17**	**$0.00**	**-$325,948.17**
	Remaining Contingency				**-$2,542.17**		**$2,533.83**

** Not complete pricing

Celina - City Buildings Renovations

EXTERNAL OWNER Contingency Log

3/31/2020

HILL & WILKINSON GENERAL CONTRACTORS

Contingency Credits

Item	Description or Work	Date Submitted	Status	Date Approved	Proposed Value	Rejected Value	Approved Value
1	Wheel Chair Lift Credit	11/15/2019			$6,094.10		$6,094.10
2	Automation Intergration - TV Credit	11/15/2019			$14,247.94		$0.00
3							
4							
5							
6							
	Sub-Total Contingency Credits				$20,342.04	$0.00	$6,094.10

Contingency Deducts

Item	Description or Work	Date Submitted	Status	Date Approved	Proposed Value	Rejected Value	Approved Value
1	C.C. - VRF Option in Basement	4/4/2019	Approved	4/4/2019	$ (30,658.14)	$ -	$ (30,658.14)
5	ASI#02	5/30/2019	Approved	5/31/2019	$ (7,126.78)	$ -	$ (7,126.78)
5	ASI#02R - No change from ASI#02 pricing	5/30/2019	No Change		$ -	$ -	$ -
5	ASI#03 - No change to scope, only clarification	6/5/2019	No Change		$ -	$ -	$ -
5	ASI#04 - Council Chambers Repairs - Funding from GC Contingency	7/8/2019	Approved	7/8/2019	$ -	$ -	$ -
9	ASI#05 - EDC Exterior Drainage Rework - Funding from GC Contingency	8/1/2019	Approved	8/1/2019	$ -	$ -	$ -
10	HVAC Controls Change - EDC & Council Chambers	8/8/2019	Rejected	8/22/2019	$ (45,109.33)	$ (45,109.33)	$ -
12	EDC Existing Brick Patching	8/21/2019	Approved	8/22/2019	$ (10,688.35)	$ -	$ (10,688.35)
	C.C. - Exposed Basement Ceiling Clear Coat & Sandblasting	8/29/2019	Rejected	8/29/2019	$ (22,848.89)	$ (22,848.89)	$ -
15	EDC - Mural Wall Refinishing	9/26/2019	Approved	9/26/2019	$ (19,446.00)	$ -	$ (19,446.00)
16	EDC - Misc. Added Electrical - Pony Wall, Data Drops, Floor Boxes	10/10/2019	Rejected	10/10/2019	$ (9,601.00)	$ (9,601.00)	$ -
19	CC - Existing Stain Glass Restoration	10/25/2019	Approved	10/25/2019	$ (45,654.99)	$ -	$ (45,654.99)
20	C.C. Level 1 Plaster Refinishing	10/31/2019	Approved	11/15/2019	$ (35,039.40)	$ -	$ (35,039.40)
21	C.C. Basement, Lv 1 & 2, Mezz Pony Wall - Sun Drywall	10/31/2019	Approved	11/15/2019	$ (33,516.92)	$ -	$ (33,516.92)
22	C.C. Additional Millwork Scope - W&C	10/31/2019	Approved	11/15/2019	$ (38,537.99)	$ -	$ (38,537.99)
24	EDC - UG Conduit Runs (2) 4" Communications & (2) 2" Electrical	11/21/2019	Approved	11/21/2019	$ (13,248.63)	$ -	$ (13,248.63)
25	EDC - Ally Rework and Pour	12/5/2019	Approved	12/5/2019	$ (33,685.97)	$ -	$ (33,685.97)
26	C.C. Replace Exisitng Handrails - Wells McCoy Shop Drawings in Process	12/12/2019	Approved		$ (26,172.02)	$ -	$ (26,172.02)
30	**Mezz Railing System Redesign - Cost for this in PCO#39**	**1/15/2020**			**$ -**	**$ -**	**$ -**
31	**Additional City Hall Finishes**	**1/16/2020**	**Approved**		**$ (14,472.86)**		**$ (14,472.86)**
32	**Modular Remodel**	**1/16/2020**	**Pending**		**$ (82,662.18)**		**$ (82,662.18)**
35	**C.C. Elec. CO's - 30A VRF Switches & Lift Station Power**	**2/13/2020**	**Approved**		**$ (10,423.65)**		**$ (10,423.65)**
36	**EDC Electrical Scope Changes**	**2/21/2020**	**Approved**		**$ (20,621.36)**		**$ (20,621.36)**
37	**C.C. Added Floor Boxes**	**2/21/2020**	**Approved**		**$ (8,440.49)**		**$ (8,440.49)**
38	**C.C. - Mech Yard Stairs & North Side Pour Back**	**2/21/2020**	**Pending**		**$ (25,221.86)**		**$ (25,221.86)**
39	**C.C. - Misc. Changes/Adds #01**	**2/21/2020**	**Approved**		**$ (13,343.33)**		**$ (13,343.33)**
41	**Otis - Overtime & Re-Inspection**	**3/19/2020**	**Rejected**		**$ -**		**$ -**
42	**Library Modifications - Demo & Paint**	**3/20/2020**	**Approved**		**$ (18,862.13)**		**$ (18,862.13)**

	Sub-Total Contingency Deducts				$ (565,382.27)	$ (77,559.22)	$ (487,823.05)
	ITEMIZED CONTINGENCIES						
	CITY HALL	$ 19,700.00	($2,375.59)	$ 17,324.41			
	EDC	$ 70,000.00	($11,177.09)	$ 58,822.91			
	COUNCIL CHAMBERS	$ 246,123.00	$ (66,394.24)	$ 179,728.76			
		REMAINING CONTINGENCY		$ 255,876.08			
	Total Contingency				$ 335,823.00	$ -	$ 335,823.00
	Credits				$ 20,342.04	$ -	$ 6,094.10
	Deducts				$ (565,382.27)	$ (77,559.22)	$ (487,823.05)
	Remaining Contingency						$ (145,905.95)

** Not complete pricing

HILL & WILKINSON
GENERAL CONTRACTORS

Proposed Change Order

Number: 36

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Project: Celina City Buildings Renovations
142 N. Ohio St.
Celina, TX 75009

Contract Number: 1874. Celina City Buildings Renovations

Proposed Change Order #: 36-EDC - Electrical Scope Changes

To (Contractor): Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Change Order Date : 02/25/20

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1		LS	EDC - Added Floor Boxes		4,115.00
2		LS	EDC - Wall Sconce Add/Change		6,597.00
3		LS	EDC - Revised Type R Fixture (Rope Light)		8,562.00
			Total For Change Order before Add Ons:		19,274.00
			Subcontractor Default Ins.		289.12
			Genral Liability Insurance		193.46
			Builders Risk Ins		11.99
			Association Dues		19.28
			Maintenance After Completion		38.54
			Fee		793.13
			P&P Bond		1.84
			Total For Change Order:		20,621.36

Authorized By Owner:
City of Celina
142 North Ohio
Celina, TX 75009

By: Kimberly Brawner — Digitally signed by Kimberly Brawner Date: 2020.03.23 15:55:16 -05'00'
Date:

Authorized by Architect:
VAI Architects, Inc.
15301 Spectrum Dr., Ste 450
Addison, TX 75001

By: Mark Mortimer — Digitally signed by Mark Mortimer DN: C=US, E=mark.mortimer@vai-inc.com, O=VAI Architects, OU=Project Manager, CN=Mark Mortimer Reason: I am approving this document Date: 2020.03.23 16:07:16-05'00'
Date:

Authorized by Contractor:
Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

By: Jacob Dennis Stanley — Digitally signed by Jacob Dennis Stanley DN: C=US, E=jacob.stanley@hill-wilkinson.com, CN=Jacob Dennis Stanley Reason: I am approving this document Date: 2020.02.25 07:44:25-06'00'
Date:

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

QC Electric LLC
2703 Telecom Pkwy Ste 101
Richardson, Texas 75082

Electrical Contractors

CHANGE ORDER REQUEST SUMMARY

CE #	019
JOB NUMBER	206.26
JOB NAME	City of Celina
CONTRACT / WORK ORDER / P.O.	
DATE	1/23/2020
DESCRIPTION OF WORK -	Revised Type R @ EDC

DIRECT LABOR

CLASSIFICATION	MH ST	MH OT		RATE		TOTAL
Sr Project Manager	1.64	0	X	$70.00	$/Hr =	$114.80
Assist. Proj. Manager	0	0	X	$45.00	$/Hr =	$0.00
Foreman	9.82	0	X	$42.00	$/Hr =	$412.44
Composite Crew	32.73	0	X	$26.00	$/Hr =	$850.98
CAD Drawings	0	0	X	$55.00	$/Hr =	$0.00
Material Handler		0	X	$26.00	$/Hr =	$0.00
TOTAL	44.19	0				

	LABOR SUBTOTAL -	$1,378
38%	**BURDEN**	$524
	LABOR TOTAL -	***$1,902***

DIRECT JOB EXPENSE

DESCRIPTION	
SMALL TOOL / DIRECT JOB EXPENSE % OF LABOR	$166
DIRECT JOB EXPENSE TOTAL -	***$166***

MATERIAL

DESCRIPTION	
MATERIAL	$398.12
Lighting	$4,947.03
RENTAL EQUIPMENT	$0.00
MATERIAL TOTAL -	***$5,345***
TOTAL COST -	***$7,413***
SUBTOTAL -	***$7,413***
10% **OH**	$741
SUBTOTAL -	***$8,154***
5% **FEE**	$408
TOTAL -	***$8,562***
0.00% **TAX**	$0.00
TOTAL COR AMOUNT -	**$8,562**

NOTES

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

QC Electric LLC
2703 Telecom Pkwy Ste 101
Richardson, Texas 75082

Electrical Contractors

CHANGE ORDER REQUEST SUMMARY

CE #	012
JOB NUMBER	206.26
JOB NAME	City of Celina
CONTRACT / WORK ORDER / P.O.	
DATE	10/6/2019
DESCRIPTION OF WORK -	EDC Add Floor Boxes

DIRECT LABOR

CLASSIFICATION	MH ST	MH OT		RATE		TOTAL
Sr Project Manager	0.84	0	X	$70.00	$/Hr =	$58.80
Assist. Proj. Manager	0.84	0	X	$45.00	$/Hr =	$37.80
Foreman	5.01	0	X	$42.00	$/Hr =	$210.42
Composite Crew	16.71	0	X	$26.00	$/Hr =	$434.46
CAD Drawings	0.5	0	X	$55.00	$/Hr =	$27.50
Material Handler		0	X	$26.00	$/Hr =	$0.00
TOTAL	23.9	0				

	LABOR SUBTOTAL -	$769
38%	**BURDEN**	$292
	LABOR TOTAL -	***$1,061***

DIRECT JOB EXPENSE

DESCRIPTION		
SMALL TOOL / DIRECT JOB EXPENSE % OF LABOR		$489
	DIRECT JOB EXPENSE TOTAL -	***$489***

MATERIAL

DESCRIPTION		
MATERIAL		$2,012.18
SUBCONTRACT		$0.00
RENTAL EQUIPMENT		$0.00
	MATERIAL TOTAL -	***$2,012***
	TOTAL COST -	***$3,563***
	SUBTOTAL -	***$3,563***
10%	**OH**	$356
	SUBTOTAL -	***$3,919***
5%	**FEE**	$196
	TOTAL -	***$4,115***
0.00%	**TAX**	$0.00
	TOTAL COR AMOUNT -	**$4,115**

NOTES

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

#	Description	Length	Count	Mat $	Lab Hr.	Source	Date
1	3/4" PVC IN SLAB 4 #10	45.00	1.00	74.62	5.25		10/6/2019 5:34 PM
	Drawing - E-1						
	Area - Building A						
	Phase - Main Floor						
	System - POWER BRANCH						
	Bid item - BASEBID						
	Lb Factor - Normal						
	3/4" CONDUIT - PVC40	45					
	3/4" ELBOW 90 DEG - RMC - GALV		2				
	3/4" COUPLING - PVC		2				
	#10 THHN BLACK	198					
	#12 THHN GREEN	50					
2	1" PVC EMPTY	45.00	1.00	25.74	4.08		10/6/2019 5:35 PM
	Drawing - E-1						
	Area - Building A						
	Phase - Main Floor						
	System - POWER BRANCH						
	Bid item - BASEBID						
	Lb Factor - Normal						
	1" CONDUIT - PVC40	45					
	1" ADAPTER MALE - PVC		2				
	1" LOCKNUT - STEEL		2				
	1" ELBOW 90 DEG - PVC40		2				
	1" COUPLING - PVC		4				
3	1x 20A 125V DUP REC (3/4" EMT-METAL STUD)	0.00	1.00	71.89	3.97		10/6/2019 5:35 PM
	Drawing - E-1						
	Area - Building A						
	Phase - Main Floor						
	System - POWER BRANCH						
	Bid item - BASEBID						
	Lb Factor - Normal						
	20A 125V DUP REC - IVY (SG)		1				
	1G DUPLEX REC PLATE - PLASTIC IVY		1				
	4x 1 1/2" SQ BOX COMB KO W/ FLUSH MTL STUD BRKT		1				
	4" SQ 1G PLSTR RING 5/8" RISE		1				
	3/4" CONDUIT - EMT	35					
	3/4" CONN SS STL - EMT		2				
	3/4" COUPLING SS STL - EMT		1				
	1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO MTL STUD		2				
	1/2 OR 3/4" SNAP CLOSE CLIP ON ANGLE BRKT		2				
	#8x 1/2 WAFER HEAD SHEET MTL SCREW		5				
	#12 THHN BLACK	34					
	#12 THHN GREEN	17					
	WIRE CONN RED		2				
	GROUND SCREW W/ INSUL #12 LEAD		1				
4	1" PVC EMPTY	35.00	1.00	21.57	3.42		10/6/2019 5:36 PM
	Drawing - E-1						
	Area - Building A						
	Phase - Main Floor						
	System - POWER BRANCH						
	Bid item - BASEBID						
	Lb Factor - Normal						
	1" CONDUIT - PVC40	35					
	1" ADAPTER MALE - PVC		2				
	1" LOCKNUT - STEEL		2				
	1" ELBOW 90 DEG - PVC40		2				
	1" COUPLING - PVC		4				

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

Crawford

Quotation

CRAWFORD ELECTRIC SUPPLY
2045 E HWY 380
DECATUR,TX 76234-5558
940-627-2013 ***Fax*** **940-627-2054**

rgraham@crawfordelectricsupply.com

QUOTE DATE	QUOTE NUMBER
08/08/19	S008831341
PAGE NO.	
1 of 1	

QUOTE TO:
QC ELECTRICAL LLC
2703 TELECOM PKWY
STE 120
RICHARDSON, TX 75082-3555
214-299-4300

SHIP TO:
CITY OF CELINA BLDG RENOV # 20
142 N OHIO ST
CELINA, TX 75009-6201

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO
175474			

SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
RICHARD GRAHAM	BID	No	11:59pm CT 08/15/19

ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
2ea	78677617647	W-MOLD EFB8S-OG 8-GANG FLOOR BOX ALL STEEL	300.000	e	600.0
3ea	78656407747	WLK EFB610CTNK EVOL FLR BOX INSERT FLUSH COVER .. CONFIRM STYLE B-4 ORDER	355.000	e	1065.0

TERMS & CONDITIONS
This order is subject to Company Terms and Conditions of Sale, which provisions shall govern in the event of any conflict with any Terms or Conditions of Purchaserís proposal, purchase order or other documents. All quotes/bids for Pipe and Wire are good for the date of the bid only. No extension of the pricing of these items is authorized by any employee of the Company without express written consent in the form of an official letter or signed acknowledgement of an Officer of the Company.

Subtotal	**1665.0**
S&H CHGS	**0.0**
Sales Tax	**0.0**
Amount Due	**1665.0**

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

Quote

Job Name: City of Celina - Civic Facilities Renovation
Quote #: 19-10933-21
Job Location: Celina, Texas
Issue Date: 12/11/2019
Good Through: 3/9/2020

Quoted To: Ignatow, Kate
CONSOLIDATED ELECTRICAL DISTRS
11560 HILLGUARD RD
DALLAS, TX 75243-5504

Type	Qty	Manufacturer/Brand	Catalog #	Line Comment	Unit $	Ext $
R	1	LED Inspirations	V5-SPEC-75-30-100			
R	4	LED Inspirations	V5-EXT-4IN			
R	8	LED Inspirations	V5-CON-HW-10			
R	4	LED Inspirations	DR-200W-24VDC-U-2-10-G			
			LAMPS INCLUDED			
			FREIGHT INCLUDED			
			QUOTING PER REQUEST			

Grand Total: $4,570.00

Notes

* Any deviation to quantities, pricing or description of the listed bill of material may void this quote.
* Manufacturers' terms and conditions of sale apply. Freight terms vary by manufacturer, and are applied individually.
* Pre-shipment of anchor bolts requires additional freight charges from those shown.
* Lamps are not included unless specifically noted.
* All wattages, voltages, lengths and quantities to be verified by distributor prior to release
* Unless otherwise noted above, no special warranties are included. Only the standard manufacturers warranty is included.
* Bar Hangers are not included unless specifically noted
* Spares, Extra's and Samples are not included unless specifically noted
* Quoting standard factory painted finishes unless specifically noted.
* Deposit required with the remaining balance due prior to shipment on all custom or modified luminaires.
* Hess poles and/or site amenities (bench,bicycle racks, receptacles,etc.) will be plus freight

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

Invoice

CED CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

11560 HILLGUARD RD
DALLAS, TX 75243

T: 2149323000 F: 2149323003

INVOICE NO.	INVOICE DATE
2657-617089	12/02/2019

PLEASE SHOW INVOICE NO. AND REMIT TO:
P.O. BOX 206562
DALLAS, TX 75320-6562

SOLD TO:
3881 1 AB 0.412 E0046X I0068 D5585911549 S2 P6953963 0001:0001

QC ELECTRIC LLC
206.26 CITY OF CELINA BUILDING RENO
2703 TELECOM PKWY STE 120
RICHARDSON TX 75082-3555

SHIP TO:

CED DALLAS
QC - CELINA
11567 HILLGUAR RD
DALLAS, TX 75243

ACCOUNT #/NAME	JOB NAME	CUSTOMER ORDER NO.
K9-69032 206.26 CITY OF CELINA BLDG RENO	CITY OF CELINA	206.26.1.002

SALESPERSON	SHIPPING INFORMATION	SHIP VIA	SHIP DATE
1017 PTW	PREPAY & CHARGE	BEST-WAY	11/20/2019

	QTY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION
		TYPE/DESIGNATION: N							
T	7	SAL S3500-L12-35K-BA			7	0.00	E		0.00
T	1	SAL FREIGHT	N/C TO CUSTOMER		1	0.00	E		0.00
T	1	SAL LOT PRICING			1	4480.00	E		4480.00

RECEIVED DEC 06 2019

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.

A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE		448
SALES TAX	0.00000	
SHIPPING CHARGE		
TOTAL DUE		4,480.00

0001:0001

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

QC Electric LLC
2703 Telecom Pkwy Ste 101
Richardson, Texas 75082

Electrical Contractors

CHANGE ORDER REQUEST SUMMARY

CE #	015
JOB NUMBER	206.26
JOB NAME	City of Celina
CONTRACT / WORK ORDER / P.O.	
DATE	10/20/2019
DESCRIPTION OF WORK -	EDC Added Wall Sconces (7)

DIRECT LABOR

CLASSIFICATION	MH ST	MH OT		RATE		TOTAL
Sr Project Manager	0.5	0	X	$70.00	$/Hr =	$35.00
Assist. Proj. Manager	0.3	0	X	$45.00	$/Hr =	$13.50
Foreman	2.99	0	X	$42.00	$/Hr =	$125.58
Composite Crew	9.91	0	X	$26.00	$/Hr =	$257.66
CAD Drawings		0	X	$30.00	$/Hr =	$0.00
Material Handler		0	X	$26.00	$/Hr =	$0.00
TOTAL	13.7	0				

	LABOR SUBTOTAL -	$432
38%	**BURDEN**	$164
	LABOR TOTAL -	***$596***

DIRECT JOB EXPENSE

DESCRIPTION		
SMALL TOOL / DIRECT JOB EXPENSE % OF LABOR		$187
	DIRECT JOB EXPENSE TOTAL -	***$187***

MATERIAL

DESCRIPTION		
MATERIAL		$79.26
Wall Sconces		$4,849.60
RENTAL EQUIPMENT		$0.00
	MATERIAL TOTAL -	***$4,929***
	TOTAL COST -	***$5,712***
	SUBTOTAL -	***$5,712***
10%	**OH**	$571
	SUBTOTAL -	***$6,283***
5%	**FEE**	$314
	TOTAL -	***$6,597***
0.00%	**TAX**	$0.00
	TOTAL COR AMOUNT -	**$6,597**

NOTES

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

HILL & WILKINSON
GENERAL CONTRACTORS

Proposed Change Order

Number: 38

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Project: Celina City Buildings Renovations
142 N. Ohio St.
Celina, TX 75009

Contract Number: 1874. Celina City Buildings Renovations

Proposed Change Order #: 38-C.C. - Mech Yard Stairs & North Side Pour Back

To (Contractor): Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Change Order Date : 03/20/20

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1		LS	C.C. - Mech Yard Stairs - Demo Existing and Pour Back		8,395.00
2		LS	C.C. - North Side Parking Pour Back		16,000.00
			Total For Change Order before Add Ons:		24,395.00
			Subcontractor Default Ins.		365.93
			Genral Liability Insurance		84.26
			Builders Risk Ins		5.22
			Association Dues		8.40
			Maintenance After Completion		16.79
			Fee		345.46
			P&P Bond		0.80
			Total For Change Order:		25,221.86

Authorized By Owner:
City of Celina
142 North Ohio
Celina, TX 75009

By: Kimberly Brawner Digitally signed by Kimberly Brawner Date: 2020.03.31 17:45:57 -05'00'
Date:

Authorized by Architect:
VAI Architects, Inc.
15301 Spectrum Dr., Ste 450
Addison, TX 75001

By:
Date:

Authorized by Contractor:
Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

By: Jacob Dennis Stanley Digitally signed by Jacob Dennis Stanley DN: C=US, E=jacob.stanley@hill-wilkinson.com, CN=Jacob Dennis Stanley Reason: I am approving this document Date: 2020.03.23 14:22:57-05'00'
Date:

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

CONSTRUCTION BID FORM

OWNER INFORMATION

Celina
Grapevine, Tx

Hill & Wilkinson General Contractors

Contact: Jacob Stanley

jacob.stanley@hill-wilkinson.com

214.299.4382

CONTRACTOR INFORMATION

Company	GreyHawk Services
Name	Pedro De Leon
Address	PO Box 940986
City, State ZIP	Plano, TX 75094
Phone	469.929.3545
Email	pedro.deleon@greyhawkcs.com
Submission date	11/5/2019

SCOPE OF WORK

Scope: Demo and Pour back

*Concrete Demo
*Concrete steps on grade
*Concrete Curb
*Concrete Sidewalks

Assumptions:
-Assumes work can be completed in One Mobilization
-Assumes project can be completed during Normal Business Hours - No Night, Weekend, or OT work is included in this proposal
No Mass Grading or Import of Subgrade Materials is
included in this proposal

NOT INCLUDED

Permitting | Engineering | Dumpsters | Concrete Testing/Sampling | I Irrigation Sleeves I Lime Stabilization I Moisture Conditioning I Utility work of any kind I Landscaping I Water Meter I 3-Way City Contracts I Installation of Stone or Pavers I Drainage or Landscape Systems Underneath or Behind Concrete I Precast Concrete Planters or Benches I Pavement Caulking I Steel Grate Inlets I

COMPANY PROPOSAL

GreyHawk Services appreciates the opportunity to be of service and looks forward to working with you. Please feel free to contact us with any questions. If you desire to move forward with our services, please indicate your agreement to the amount and terms by signing below

Labor	$	4,000.00
Material	$	1,650.00
Equipment & subcontract	$	1,150.00
General Conditions	$	500.00
Subtotal	$	7,300.00
Profit & Overhead 15%	**$**	**1,095**
BASE PROPOSAL	**$**	**8,395**

Owner Acceptance Approved by **Date**

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

CONSTRUCTION BID FORM

PROJECT INFORMATION

City of Celina Civic Facilities Renovation -Additional Pour back
Celina, Tx

Hill & Wilkinson General Contractors

Jacob Stanley

jacob.stanley@hill-wilkinson.com

214.930.1761

CONTRACTOR INFORMATION

Company	GreyHawk Services
Name	Pedro De Leon
Address	PO Box 940986
City, State ZIP	Plano, TX 75094
Phone	469.929.3545
Email	pedro.deleon@greyhawkcs.com
Submission date	2/17/2020

SCOPE OF WORK - CONCRETE

SITE CONCRETE :

Concrete Paving 636sf	$15,350
Concrete Sidewalks 342 sf	$8,000
Mow strip 242 sf	~~$6,500~~

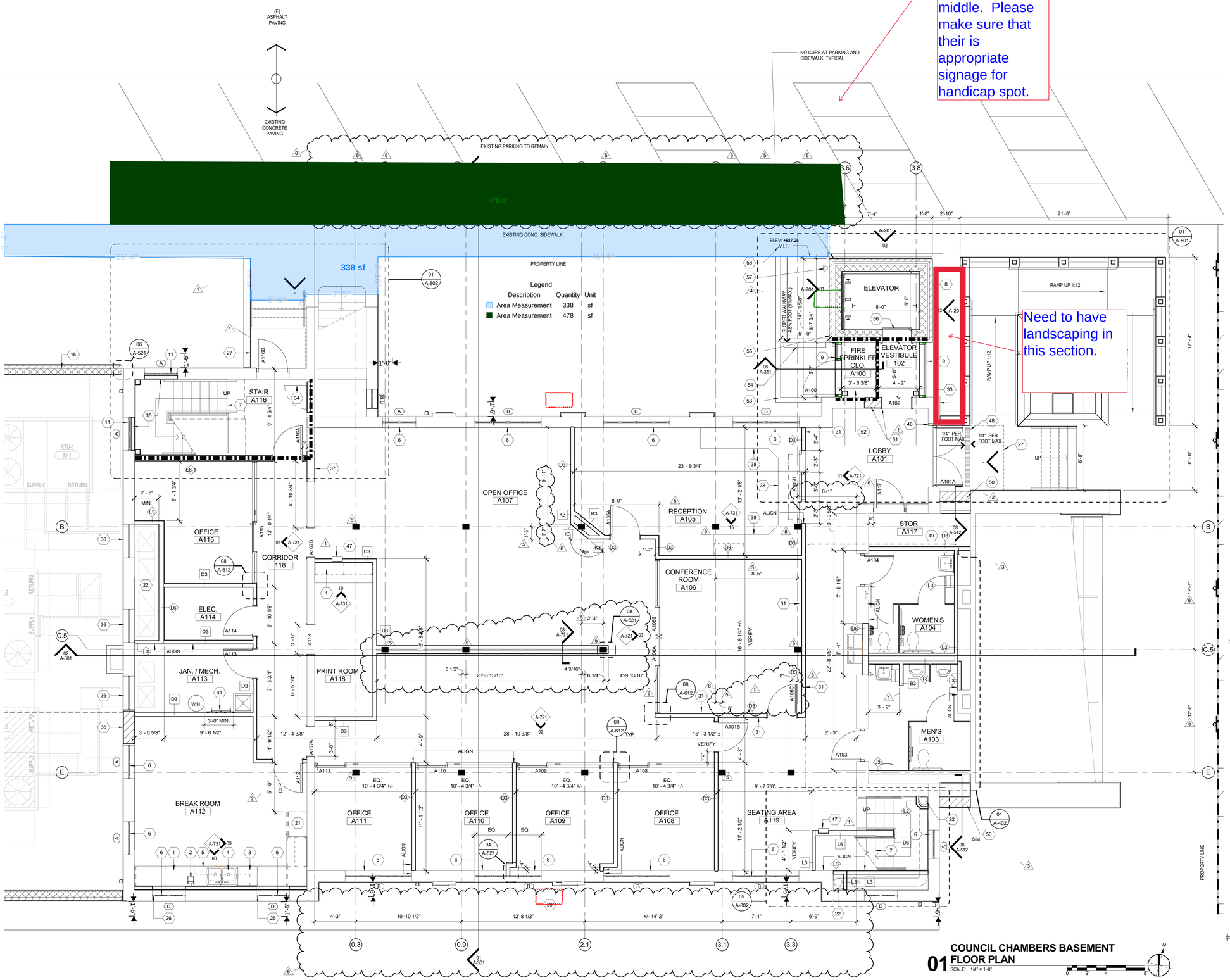
Total = ~~$29,850~~

Mow Strip to be omitted from proposed scope. New total for additional scope is **$23,350**

NOTES
Layout Included
Daily Site Cleanup Included
Backfill of Curbs Included
Pumping of Paving included
Supervision is included
Haul off
Sub grade preparation below sidewalks

ASSUMPTIONS:
Assumes work can be completed in Two Mobilization
Assumes project can be completed during Normal Business Hours - No Night, Weekend, or OT work is included in this proposal
Assumes all grades are +/- .10 ft prior to construction. No Mass Grading or Import of Subgrade Materials is

Exclusions:
Subgrade prep below paving
Over Time
Trafic Control



01 COUNCIL CHAMBERS BASEMENT FLOOR PLAN

SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. REF G-001 FOR COMPLETE LIST OF GENERAL REQUIREMENTS.
2. REFER TO SHEET A-611 FOR DOOR SCHEDULE AND DOOR TYPES.
3. ALL ARCHITECTURAL DIMENSIONS ARE TO FACE OF GYP. BD., FACE OF EXPOSED MASONRY/CONCRETE, OR CENTERLINE OF STRUCTURAL COLUMNS U.N.O. MASONRY DIMENSIONS ON ARCHITECTURAL PLANS ARE NOMINAL.
4. SURFACE PREPARE AND REPAINT ALL PREVIOUSLY PAINTED SURFACES O BUILDING EXTERIOR

KEYED NOTES

NOTE: NOT ALL KEYED NOTES APPLY TO THIS SHEET

1. BASE AND UPPER CABINETS WITH SOLID SURFACE COUNTERTOP WITH 4" BACKSPLASH
2. COFFEE MAKER, COLD-WATER LINE REQUIRED
3. DISHWASHER
4. ADA SINK, FAUCET WITH WRIST BLADE LEVERS AND DISPOSAL
5. UNDER COUNTER ICEMAKER
6. MANUAL MECHO SHADES
7. STAIR & RAILING SYSTEM
8. CMU ELEVATOR SHAFT WITH BRICK VENEER TO MATCH EXISTING BRICK
9. GLAZED ALUMINUM CURTAINWALL SYSTEM
10. ACCESSIBLE PLATFORM LIFT
11. SPANDREL GLASS
12. 6" STEP FOR DAIS TABLE
13. RAISED DAIS 18" HIGH
14. EDGE OF FLOOR LINE ABOVE
15. 10' TALL SPLIT-FACED CMU MECH. ENCLOSURE WALL WITH CAST STONE CAP
16. CUSTOM PODIUM, FIXED IN PLACE
17. PROVIDE T&G PLYWOOD TO LEVEL OUT FLOOR UNDER RAISED FLOORING BEFORE INSTALLING FLOOR FINISH
18. 3 1/2" x 5" PREFIN. MTL. DOWNSPOUT. CONNECT DOWNSPOUT TO SUB-SURFACE PIPING - REF. PLBG.
19. FLOOR, WALL, AND CEILING EXPANSION JOINT LOCATION, TYP.
20. POWER OPERATED BLACKOUT MECHOSHADES
21. FULL SIZE REFRIGERATOR, O.F.C.I.
22. SMOKE RESISTANT MECH. CHASE
23. FILL IN FLOOR AREA WHERE EXISTING ELEVATOR OPENING WAS LOCATED
24. FILL IN FLOOR AREA WHERE EXISTING STAIR OPENING WAS LOCATED WITH T&G PLYWOOD - REF. STRUCT.
25. ANGLED GYP. BD. SHELF
26. FIRE RATED WINDOW SYSTEM
27. PREFAB. CANOPY SYSTEM
28. GLAZED HANDRAIL SYSTEM
29. FLOOR, WALL, AND CEILING EXPANSION JOINT LOCATION, TYP.
30. EXISTING STEEL SUPPORT RODS
31. STAINED SHIP LAP WAINSCOT
32. MONUMENTAL SIGN
33. EXISTING BUILDING PLAQUE TO REMAIN
34. ACCESS DOOR FOR CLOSED OFF SPACE - 30"X30"
35. ADD WALL BEHIND GLAZING MATCH EXISTING WALL FINISH
36. MECH. DUCTS AT WINDOW OPENINGS -REF. MECH. SEAL OPENINGS AROUND MECHANICAL DUCTS SIM. TO A-512 05 & 06. PROVIDE INSULATED MTL. BLANKOFF PANELS TO CLOSE OFF EXISTING OPENING AROUND DUCTWORK, & SEALED AIR & WATER TIGHT. PANEL TO BE .030" (MIN.) ALUMINUM SHEET ON ALL SIDES OF R-20 (MIN.) RIGID INSULATION. ATTACH PANELS AT INTERIOR SIDE TO DUCTWORK AND OPENING PERIMETER AS REQURED. PANELS TO BE PREFINISHED ON EXTERIOR SIDE.
37. FILL IN WALL WITH SIMILAR ADJACENT WALL SYSTEM
38. SOLID SURFACE COUNTER TOP
39. PLANTING AREA - REF. LNDSCP.
40. LINE OF WALL ABOVE
41. MOP AND BROOM HOLDER WITIH SHELF AND RAG HOOKS
42. LED ROPE TASK LIGHTING BUILT INTO DAIS
43. PROVIDE 1/4" CEMENTIOUS TILE BACKERBOARD UNDER FLOOR TILE - ATTACHED TO WD. SUB FLOOR
44. EXISTING STAINED GLASS WINDOW STORM WINDOW TO REMAIN
45. REUSE EXISTING DOOR OPENING & FRAME REPLACE DOORS 3'-0" + 2'-0" LEAFS
46. TOOTH IN BRICK TO MATCH EXISTING
47. FIRE EXTINGUISHER CABINET
48. TRENCH DRAIN - PROVIDE 1/4" PER FOOT MAX. SLOPE FROM DOOR THREASHOLD TO DRAIN. - REF. PLBG.
49. STORAGE ROOM - FLOOR FINISH SC-1, BASE RB-1, WALLS PT-1
50. INFILL OPENING AT DEMOLISHED DOOR WITH MASONARY
51. CASED OPENING MOVED - TOOTH IN MASONARY TO INFILL WALL
52. FLOOR AT FIRE SPRINKLER CLO. AT EXTERIOR GRADE LEVEL - REF. STRUCTURAL. MAINTAIN 7'-6" MIN. CLR. TO BOTTOM OF 1 HOUR F.R. SOFFIT.
53. CONCRETE CURB AT SLOPED WALKWAY
54. TRENCH DRAIN - REF. CIVIL AND PLUMBING
55. KNOX BOX LOCATION
56. ELEVATOR DOOR ORIENTATION FLIPPED SO DOOR IS ON EAST SIDE
57. FDC LOCATON - REF. PLUMBING
58. CONTRACTOR TO VERIFY ELEVATIONS
59. FIRE ALARM STROBE LOCATION

LEGEND

- MTL. STUD PARTITION WALL
- EXISTING WALL ASSEMBLY
- GLAZING VINYL WINDOW
- 101 — DOOR AND FRAME AS SCHEDULED
- CG-1 — CORNER GUARDS
- SLIDING DOOR AND FRAME AS SCHEDULED
- A — WINDOW TYPES -REF. A-621

architect
vai architects
15301 spectrum drive, suite 450
addison, texas 75001
972.934.8888
www.vaiarchitects.com

consultant

seal / disclaimer

REGISTERED ARCHITECT BARTON DEWAYNE VAI 07/08/2019 STATE OF TEXAS

client / owner

CELINA TEXAS est.1876

CITY OF CELINA

142 N. OHIO ST.
CELINA, TX 75009

project

CITY OF CELINA CIVIC FACILITIES RENOVATION

142 N. OHIO ST.
CELINA, TX
75009

revision no:	issue date:
1 ADDENDUM 1	01/18/19
2 ASI 1	04/15/19
3 ASI 2	05/03/19
4 ASI 2r1	05/08/19
5 ASI 4	06/13/19
6 ASI 7	07/08/19

issue date: 12/21/2018

vai project no.: 17016.000

drawn by: CH
checked by: TH

issue title: ISSUED FOR CONSTRUCTION

sheet title:

COUNCIL CHAMBERS BASEMENT FLOOR PLAN

sheet no:

A-100-A

© 2018 VAI Architects

7/3/2019 2:58:27 PM

HILL & WILKINSON
GENERAL CONTRACTORS

Proposed Change Order

Number: 39

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Project: Celina City Buildings Renovations
142 N. Ohio St.
Celina, TX 75009

Contract Number: 1874. Celina City Buildings Renovations

Proposed Change Order #: 39-C.C. - Misc. Changes/Adds #01

To (Contractor): Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Change Order Date : 03/27/20

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1		LS	C.C. - Added Sticky Brick Column Wrap		963.93
2		LS	C.C. - Roof Hydrant Add		4,115.00
3		LS	C.C. - Mezz Railing Modifications		7,392.56
			Total For Change Order before Add Ons:		12,471.49
			Subcontractor Default Ins.		187.08
			Genral Liability Insurance		125.18
			Builders Risk Ins		7.76
			Association Dues		12.47
			Maintenance After Completion		24.95
			Fee		513.21
			P&P Bond		1.19
			Total For Change Order:		13,343.33

Authorized By Owner:
City of Celina
142 North Ohio
Celina, TX 75009

By: Kimberly Brawner — Digitally signed by Kimberly Brawner Date: 2020.03.27 11:38:24 -05'00'
Date:

Authorized by Architect:
VAI Architects, Inc.
15301 Spectrum Dr., Ste 450
Addison, TX 75001

By: Mark Mortimer — Digitally signed by Mark Mortimer DN: cn=Mark Mortimer, E=mmortimer@vaiarchitects.com, O=VAI Architects, OU=Project Manager, CN=Mark Mortimer Reason: I am approving this document Date: 2020.03.27 12:15:28-05'00'
Date:

Authorized by Contractor:
Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

By: Jacob Dennis Stanley — Digitally signed by Jacob Dennis Stanley DN: C=US, E=jacob.stanley@hill-wilkinson.com, CN=Jacob Dennis Stanley Reason: I am approving this document Date: 2020.03.27 09:46:02-05'00'
Date:

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

Date:
2/14/2020
To:
Scott Cessna
Customer PO:
CONTRACT

One Source Commercial Flooring, Inc
1701 Summit Ave - Suite 10
Plano TX 75074
Phone : (972)422-2438
Fax : (972)516-1495

Change Order Request

12847
Job No: 4114
Request #: 14
CO #: 0

Invoice To:	**Job Name:**
Hill & Wilkinson, LTD. 2703 TELECOM PARKWAY STE 120 RICHARDSON, TX 75082	CELINA CIVIC FACILITIES RENOVATIONS CELINA, TX

Scott Cessna
Phone: (214) 883-3660-
Cell:
Pager:
Fax:

From:	**Project Manager:**	**Estimator:**
Daryl McAllister	Lamb, Seth	Norris, Chris

Description of Change Order Request:
INSTALL EXTRA BRICK AT BASEMENT CORNER WALLS COUNCIL CHAMBER

INSTALL EXTRA BRICK AT BASEMENT CORNER WALLS COUNCIL CHAMBER

ADD

	MANUFACTURER:			STYLE:		
	COLOR NAME:	COLOR NUMBER:	UOM:	QUANTITY:	UNIT PRICE:	TOTAL PRICE:
1	**GROUT POLYMER-MODIFIED SUPPLIED**					
	LATICRETE			GROUT - PERMACOLOR		
	DUSTY GRAY		EA	**2.00**	**31.963**	**63.93**
2	**LABOR 2 MEN 1.5 DAYS 12 HOURS EA**					
	ONE SOURCE FLOORS			LABOR		
	N/A		EA	**24.00**	**37.500**	**900.00**

Total ADD **$963.93**

Tax Exempt Total This Option : **$963.93**

Tax Exempt Total This Request : **$963.93**

SALESMAN'S SIGNATURE

Approximate Installation Start Date:

CUSTOMER'S AUTHORIZATION

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

Mechanical Partners Inc

10217 Plano Rd
Dallas, TX 75238

Request for Change

RFC Number: 1
Date: 10/07/2019

Regarding:
GC RFI-30 Council Chambers Added Roof Hydrant.

To:
Hill & Wilkinson
2703 Telecom Parkway Ste #120
Richardson, TX 75082

Job Site:
Celina Civic Facilities Reno.
Celina City Bldgs Renovation
142 N. Ohio Street
Celina, TX 75009

Requested By:	Phone:	E-mail:
Geddy L Grady	(214) 343-1105	geddy@mechanicalpartners.com

Recipients:	Phone:	E-mail:
Jacob Stanley	(214) 299-4886	jacob.stanley@hill-wilkinson.com

Requested Change:	Change to Contract
Material	$ 719.00
Labor (2 Men @ 3 Days Ea.)	$ 1935.00
Subcontractor - Insulation	$ 350.00
Taxes and Insurance	$ 559.00
Overhead (10%)	$ 356.00
Profit (5%)	$ 196.00

Description:
We propose to furnish and install all the labor and material required to install the Plumbing changes on the above project in accordance with the following description:

Price represents the added roof hydrant at the Council Chambers that is spelled out in GC RFI-030.

Our pricing reflects changes only as indicated by above description. All exclusions and qualifications of the original contract remain the same. This price is subject to change if not released within thirty (30) days or if trades proceed with further construction that may hinder normal installation of the work described.

Please notify us in writing if we are to proceed with the proposed change.

RFC Total	$ 4115.00

Please respond by: 10/14/2019

Geddy L Grady
Mechanical Partners Inc

Jacob Stanley
Hill & Wilkinson

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

HILL & WILKINSON
GENERAL CONTRACTORS

REQUEST FOR INFORMATION

Hill & Wilkinson Construction Group, Ltd.
1874. Celina City Buildings Renovations

DATE: 09/30/2019
RFI#: 30

TO: Mark Mortimer
VAI Architects, Inc.
15301 Spectrum Dr., Ste 450
Addison, TX 75001

PHONE: 972-934-8888
FAX:
EMAIL: mmortimer@vaiarchitects.com
CC:

FROM: Kendall Hamrick
Hill & Wilkinson Construction Group, Ltd.
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

PHONE: 214-299-4300
FAX: 214-299-4441
EMAIL: kendall.hamrick@hwgc.com

SUBJECT: C.C. - Roof Hydrant
COST IMPACT:
SCHEDULE IMPACT:
RESPONSE DUE DATE: 10/07/2019

DRAWING #: P-102-A
SPEC SECTION:

QUESTION

Celina would like to add a roof hydrant to the Council Chambers Building. Please provide a location and detail for the roof hydrant.

SUGGESTION:

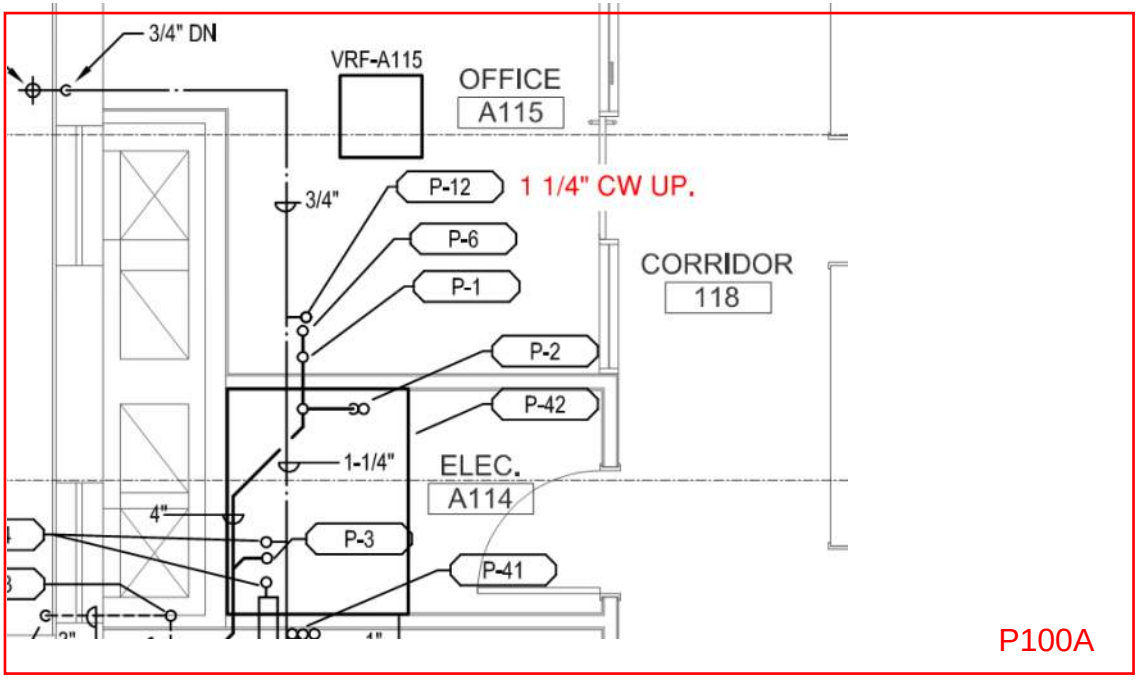
RESPONSES

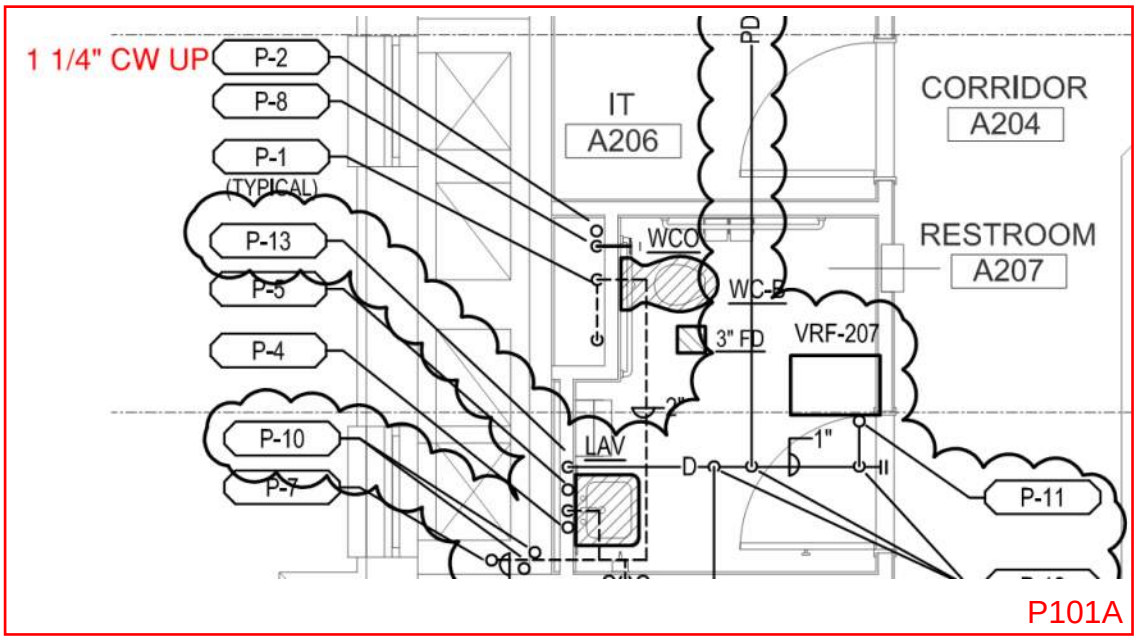
DATE	REPLY TYPE	FROM (FIRM)	FROM (CONTACT)	DATE REPLY REQUIRED

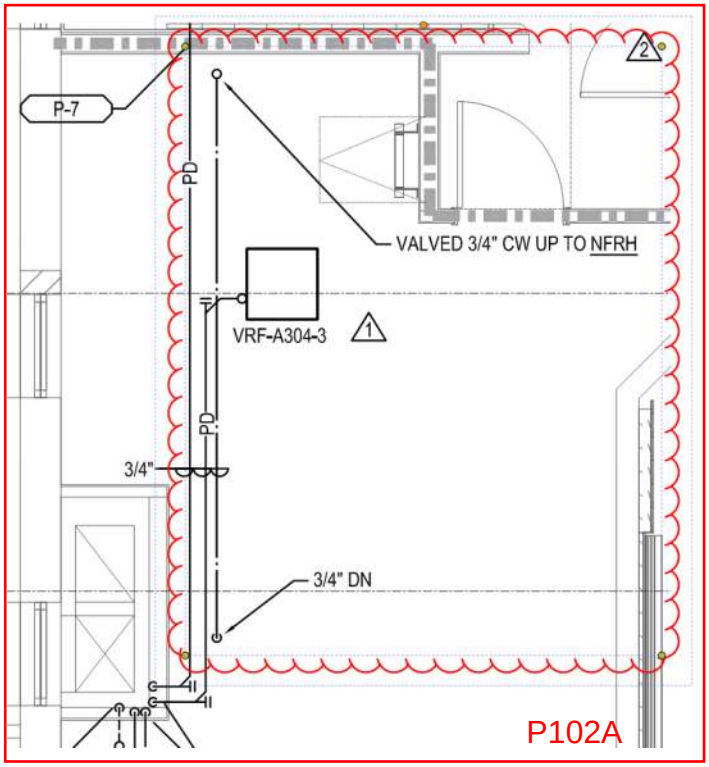
ADDITIONAL INFORMATION:

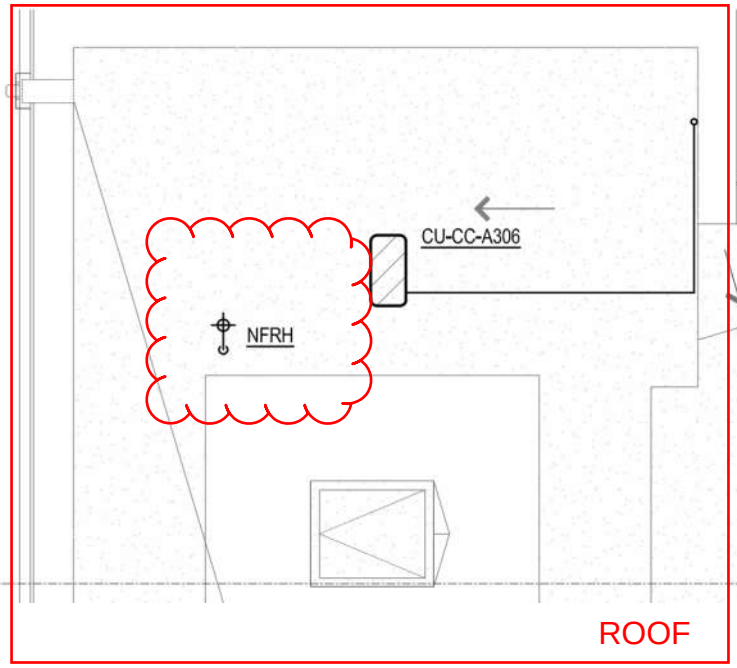
JJA Response: Increase 1" CW up to Restroom A207 to 1 1/4" CW (P100A Note #12). Continue 3/4" C up in chase to second floor ceiling space and route as shown. Valved 3/4" CW up through roof to NFR as shown on sketch. Route drain piping from the drain port to code-approved indirect drain receptor. End JJA-

Attachment: CO. 11 (Construction Change Order - City Building Renovation)









11 (Construction Change Order - City Building Renovation)

Stanley, Jacob

From: Ray Shinske <ray@fabhar.com>
Sent: Monday, March 23, 2020 9:43 AM
To: Stanley, Jacob
Subject: Railing Change order
Attachments: Escutcheon Plates.pdf; Plates.pdf; Railings- REV - 3 Per F.M.pdf; CO#1 Railing modifications.pdf

This message is from an external sender. Please use caution.

Jacob,

Please see attached and below. This change order covers all changes. Let me know if you need anything.

1.) Changed posts from 4' to 2'-8" +/-
2.) Add saddles for the wood rail
3.) Add 28 pcs custom machine plate ¾" thick x 12" wide with counter sunk holes to match joints joist spacing not typical. With beveled ends.
4.) Adds field welding of the ¾" plates.
5.) Add field measure of the joists for proper locating and install.
6.) Adds 34 machined escutcheon plates

Total: $7392.56

Materials & tooling: $1892.56
Labor fab: $800.00
Labor Machine: $1400.00
Field Labor: $2900.00
Field measure: $400.00

Best Regards,

Ray Shinske

FABHAR Corporation
524 E. Hazelwood
Princeton, Tx 75407

Office: 214-802-9400 x 5
Cell: 262-492-8724

ray@fabhar.com
www.fabhar.com

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

CO#1 Rail Mod

Date: February 20, 2020
Job Name: City of Celina Civic Facility Renovation
Location: Celina, TX

2019-374

Qty	Unit	Description	Unit Price	Total Price
80	LF	Modification for the field welding and the fabrication and additional labor for the balcony railings adding the 3/4" plates, escutcheon covers and the screw anchors with field welding . Includeing additional field and shop labor. To take original drawings to current design.	$ 92.41	$ 7,392.56
		Includes: All material, labor, and equipment to provide scope as outlined above; Shop Drawings.		
		Qty's to be Confirmed		
		Excludes: All fees, permits, bonding, engineering, testing, inspection		
		Notes:		
		1.) Demolition, opening and sealing of adjacent finishes,		
		roofing, conditions by others.		
		2.) Engineering, calculations & stamps submittals are not		
		included. Engineering by others.		
		3.) Removal, replacement and application of fireproffing		
		is not included, by others.		
		4.) Any Changes due to engineering requirements with adjust		
		costs accordingly.		
		5.) Excludes all fees, permits, bonding and engineering.		
		6.) Does not include hoisting materials to floors of work.		
		7.) Work spaces assumed to be free and clear to perform		
		work, moving personnel and equipment without obstruction		
		minimum mobilizations are included.		
		8.) A secure and accesible storage and laydown area is		
		needed to perform work and supplied by GC,		
		9.) Does not include cold from framing, clips or plates for		
		mounting cold form framing or Simpson clips.		
		10.) X-RAY, Ultrasonic, exploratory investiagtion to be done		
		prior to fabrication by others, Supplied info to Fabhar by GC.		
		11.) Does not include spotters, riggers, crain, assumed to be		
		able to work from the inside of the parking structure.		
		12.) Does not include temporary railings		
		13.) Pricing is based upon personnel at our standard wage		
		rate for labor. (Davis-Bacon or any other wage scale is not		
		included unless specified).		

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

CO#1 Rail Mod

Date: February 20, 2020
Job Name: City of Celina Civic Facility Renovation
Location: Celina, TX

2019-374

Qty	Unit	Description	Unit Price	Total Price
		14.) No costs are included for third party inspections.		
		15.) Based on 40hr work week, Monday - Friday. No overtime		
		is included.		
		16.) GC to provide temporary power.		
		17.) Assumed free acesss to location of building to bring in		
		full size material and lifts to location.		
		19.) Does not include temp stairs or temp railing.		
		20.) Does not include, closures, permits, barricades, pedestrian		
		tunnels, safety nets around structure. By others/GC		
		21.) Does not include any penetrations for other trades or		
		engineering for other trades oir signage.		
		22.) Badging and extra security checks and testing is not		
		included. Can be added upon request as additional costs.		
		23.) Quoted with Tax Excluded.		
		24.) Quoted as standard insurance (non-OCIP/CCIP)		
		if OCIP/CCIP is chosen, add $250.00 to contract for proceedure		
		25.) Must have acess with scissor lifts to perform work. Does not include protection of flooring.		
		26.) Does not include any Scan or X-ray of concrete. To be performed by others.		
		27.) Special inspections, destructive or non-destructive tests or materials for testing. Does not include Mag particle, x-ray, ultrasonic or other testing.		
		28.) If Engineering stamped calcs and stamped drawings is required please add $2850.00 to contract.		
		30.) GC to supply clear access and ready for equipment to work area. Dewatering not included, by GC others. All other finishes, trees, canopies, landscape items to be moved or protected by GC/others.		
		THIS QUOTE VALID FOR 15 DAYS		
			Total	**$ 7,392.56**

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

HILL & WILKINSON
GENERAL CONTRACTORS

Proposed Change Order

Number: 40

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Project: Celina City Buildings Renovations
142 N. Ohio St.
Celina, TX 75009

Contract Number: 1874. Celina City Buildings Renovations

Proposed Change Order #: 40-Fabhar - Subcontract Budget Correction

To (Contractor): Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Change Order Date : 03/31/20

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1		LS	Fabhar - Subcontract Budget Correction		24,453.06
2		LS	GC - Contingency Draw		-24,819.86
			Total For Change Order before Add Ons:		-366.80
			Subcontractor Default Ins.		366.80
			Genral Liability Insurance		0.00
			Builders Risk Ins		0.00
			Association Dues		0.00
			Maintenance After Completion		0.00
			Fee		0.00
			P&P Bond		0.00
			Total For Change Order:		0.00

Authorized By Owner:
City of Celina
142 North Ohio
Celina, TX 75009

By: Kimberly Brawner Digitally signed by Kimberly Brawner Date: 2020.04.03 14:44:27 -05'00'
Date:

Authorized by Architect:
VAI Architects, Inc.
15301 Spectrum Dr., Ste 450
Addison, TX 75001

By: Mark Mortimer Digitally signed by Mark Mortimer DN: C=US, O=VAI Architects, OU=Project Manager, CN=Mark Mortimer Reason: I am approving this document Date: 2020.04.03 16:30:26 -05'00'
Date:

Authorized by Contractor:
Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

By: Jacob Dennis Stanley Digitally signed by Jacob Dennis Stanley DN: C=US, E=jacob.stanley@hill-wilkinson.com, CN=Jacob Dennis Stanley Reason: I am approving this document Date: 2020.03.31 09:10:51-05'00'
Date:

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

Proposal

Rev 3

Date: January 20, 2020
Job Name: City of Celina Civic Facility Renovation
Location: Celina, TX

2019-374

Qty	Unit	Description	Unit Price	Total Price
1	LS	3 canopies from aluminum tune frame with Pac-Clad snap clad standing seam on roof and flush reveal soffit panels with Pac-Clad Standard Color. Sides to be closed up with flat sheet all pack clad components to be color matched. No striations or vens on soffit or ridge. Includes flashing and trim as necessary from same color flat materials. Anchored to wall with stainless steel hardware with thru plate conditions. Interior wall plates to have aluminuml and plates to vary, Soffit and snap clad to have 12" widths. 2" square aluminum tube frame and 1/4" mounting plates on inside and outside of wall. Will seal holes with masitc on both sides. 1/4" alum back plates on interior side with acorn nuts, washers and lock washers. Also threads with anitseize. Powder coated color of the frame to be determined. Framing to be aluminum tube steel 1with mounting plates frames to be powder coated from IFS standard colot to be determined,.	$ 20,479.13	$ 20,479.13
1	EA	Engineering, stamped calculations and stamped shop drawings. Canopies only.	$ 2,254.50	$ 2,254.50
80	LF	80 LF Railing at 2nd floor chamber balcony interior. Fabricated and installed with (1) coat red oxide primer. Excludes prep, prime and paint. Comprised of FL. 3/8" x 2" A36 hr top rail counter sunk for screws to be determined, hole type and quantity to change pricing. Postsm top and bottom strands to be TS. 1-1/2" x 1-1/2" x 3/16" Tube steel with vertical pickets TS. 3/4" x 3/4" x 16ga tube 4" max centers +/-. base late mounted to floor with countersunk wood screws, Blocking to be installed by other for mounting railing, Flooring to be conbfirmed, does not include escutcheon covers, To be added at additional costs if needed. Engineering is not included. Wood top railing and hardware for it is not included, supplied and installed by others.	$ 99.50	$ 7,960.40
1	EA	Engineering, stamped calculations and stamped shop drawings. Chamber balcony railing only.	$ 1,623.24	$ 1,623.24
		Includes: All material, labor, and equipment to provide scope as outlined above; Shop Drawings.		
		Qty's to be Confirmed		
		Excludes: All fees, permits, bonding, engineering, testing, inspection		

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

Proposal

Rev 3

Date: January 20, 2020
Job Name: City of Celina Civic Facility Renovation
Location: Celina, TX

2019-374

Qty	Unit	Description	Unit Price	Total Price
		Notes:		
		1.) Demolition, opening and sealing of adjacent finishes,		
		roofing, conditions by others.		
		2.) Engineering, calculations & stamps submittals are not		
		included. Engineering by others.		
		3.) Removal, replacement and application of fireproffing		
		is not included, by others.		
		4.) Any Changes due to engineering requirements with adjust		
		costs accordingly.		
		5.) Excludes all fees, permits, bonding and engineering.		
		6.) Does not include hoisting materials to floors of work.		
		7.) Work spaces assumed to be free and clear to perform		
		work, moving personnel and equipment without obstruction		
		minimum mobilizations are included.		
		8.) A secure and accesible storage and laydown area is		
		needed to perform work and supplied by GC,		
		9.) Does not include cold from framing, clips or plates for		
		mounting cold form framing or Simpson clips.		
		10.) X-RAY, Ultrasonic, exploratory investiagtion to be done		
		prior to fabrication by others, Supplied info to Fabhar by GC.		
		11.) Does not include spotters, riggers, crain, assumed to be		
		able to work from the inside of the parking structure.		
		12.) Does not include temporary railings		
		13.) Pricing is based upon personnel at our standard wage		
		rate for labor. (Davis-Bacon or any other wage scale is not		
		included unless specified).		
		14.) No costs are included for third party inspections.		
		15.) Based on 40hr work week, Monday - Friday. No overtime		
		is included.		
		16.) GC to provide temporary power.		
		17.) Assumed free acesss to location of building to bring in		
		full size material and lifts to location.		
		19.) Does not include temp stairs or temp railing.		
		20.) Does not include, closures, permits, barricades, pedestrian		
		tunnels, safety nets around structure. By others/GC		
		21.) Does not include any penetrations for other trades or		
		engineering for other trades oir signage.		
		22.) Badging and extra security checks and testing is not		
		included. Can be added upon request as additional costs.		
		23.) Quoted with Tax Excluded.		
		24.) Quoted as standard insurance (non-OCIP/CCIP)		

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

Proposal

Rev 3

Date: January 20, 2020
Job Name: City of Celina Civic Facility Renovation
Location: Celina, TX

2019-374

Qty	Unit	Description	Unit Price	Total Price
		if OCIP/CCIP is chosen, add $250.00 to contract for proceedure		
		25.) Must have acess with scissor lifts to perform work. Does not include protection of flooring.		
		26.) Does not include any Scan or X-ray of concrete. To be performed by others.		
		27.) Special inspections, destructive or non-destructive tests or materials for testing. Does not include Mag particle, x-ray, ultrasonic or other testing.		
		28.) If Engineering stamped calcs and stamped drawings is required please add $2850.00 to contract.		
		30.) GC to supply clear access and ready for equipment to work area. Dewatering not included, by GC others. All other finishes, trees, canopies, landscape items to be moved or protected by GC/others.		
		THIS QUOTE VALID FOR 15 DAYS		
			Total	**$ 32,317.26**

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

American Painting

Invoice

P.O. Box 6671
Fort Worth, TX 76115
(817)-808-4374
Office (817) 945-1709
Miguel@americanpainting1.net
Marie@americanpainting1.net

Invoice No:	52
Date:	03/19/202
Terms:	NET 3
Due Date:	04/18/202

Bill To: Jacob Stanley
jacob.stanley@hill-wilkinson.com
Celina Council Chambers
142 N. Ohio St., Celina, TX 75009

Description	Quantity	Rate	Amour
Library: Patch holes and dents on walls, repaint walls and furrdowns (4 color scheme).	1	$6,000.00	$6,000.0(
City Hall: Repaint walls below chair rail and stain shoe molding.			

*Indicates non-taxable item

Subtotal	$6,000.0
Total	$6,000.0
PAID	$0.0
Balance Due	**$6,000.0(**

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

American Painting

Invoice

P.O. Box 6671
Fort Worth, TX 76115
(817)-808-4374
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City Hall: Repaint walls below chair rail and stain shoe molding.			

*Indicates non-taxable item

Subtotal	$6,000.0
Total	$6,000.0
PAID	$0.0
Balance Due	**$6,000.0(**

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

American Painting

Invoice

P.O. Box 6671
Fort Worth, TX 76115
(817)-808-4374
Office (817) 945-1709
Miguel@americanpainting1.net
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Invoice No:	52
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Terms:	NET 3
Due Date:	04/18/202

Bill To: Jacob Stanley
jacob.stanley@hill-wilkinson.com
Celina Council Chambers
142 N. Ohio St., Celina, TX 75009

Description	Quantity	Rate	Amour
Library: Patch holes and dents on walls, repaint walls and furrdowns (4 color scheme).	1	$6,000.00	$6,000.0(
City Hall: Repaint walls below chair rail and stain shoe molding.			

*Indicates non-taxable item

Subtotal	$6,000.0
Total	$6,000.0
PAID	$0.0
Balance Due	**$6,000.0(**

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

HILL & WILKINSON
GENERAL CONTRACTORS

Proposed Change Order

Number: 42

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Project: Celina City Buildings Renovations
142 N. Ohio St.
Celina, TX 75009

Contract Number: 1874. Celina City Buildings Renovations

Proposed Change Order #: 42-Library Modifications - Demo & Paint

To (Contractor): Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Change Order Date : 03/27/20

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1		LS	Library Modifications - Demo		8,500.00
2		LS	Library Modifications & City Hall - Paint Scope		6,000.00
3		LS	Library Modifications - Added Electrical Scope		3,255.00
			Total For Change Order before Add Ons:		17,755.00
			Subcontractor Default Ins.		138.83
			Genral Liability Insurance		176.95
			Builders Risk Ins		10.96
			Association Dues		17.76
			Maintenance After Completion		35.51
			Fee		725.46
			P&P Bond		1.68
			Total For Change Order:		18,862.15

LIBRARY MODIFICATIONS SCOPE:

- CONNEXS: Furnish two 40' Connexs for use of Owner Provided Moving company for book and shelving storage during demolition and remodel. H&W to provide connex's and pay rental only, cannot be held liable for theft or damaged to all Library contents being held in either storage container.
- DEMOLITION: Remove & relocation existing cased-in millwork at Mural Wall area located along NE Wall. Ensure not to damage existing Mural Walls. Removal of existing carpet and adhesive compound used for original install. New flooring install by owner, H&W and subcontractors not to be held liable for any underlying slab conditions. Removal of any other shelving/trash on day of demolition.
- PAINTING: Perform painting per walk through with City of Celina and Library Interior designer and wall markings.

Authorized By Owner:
City of Celina
142 North Ohio
Celina, TX 75009

By: Kimberly Brawner — Digitally signed by Kimberly Brawner Date: 2020.03.27 11:39:15 -05'00'
Date:

Authorized by Architect:
VAI Architects, Inc.
15301 Spectrum Dr., Ste 450
Addison, TX 75001

By: Mark Mortimer — Digitally signed by Mark Mortimer DN: C=US, E=mmortimer@vai-arch.com, O=VAI Architects, OU=Owner Representative, CN=Mark Mortimer Reason: I am approving this document Date: 2020.03.27 10:20:20-05'00'
Date:

Authorized by Contractor:
Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

By: Jacob Dennis Stanley — Digitally signed by Jacob Dennis Stanley DN: C=US, E=jacob.stanley@hill-wilkinson.com, CN=Jacob Dennis Stanley Reason: I am approving this document Date: 2020.03.27 10:18:33-05'00'
Date:

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

QC Electric LLC
2703 Telecom Pkwy Ste 101
Richardson, Texas 75082

Electrical Contractors

CHANGE ORDER REQUEST SUMMARY

CE #	029 r
JOB NUMBER	206.26
JOB NAME	City of Celina
CONTRACT / WORK ORDER / P.O.	
DATE	3/26/2020
DESCRIPTION OF WORK -	Library Reno

DIRECT LABOR

CLASSIFICATION	MH ST	MH OT		RATE		TOTAL
Sr Project Manager	1.76	0	X	$70.00	$/Hr =	$123.20
Assist. Proj. Manager	0	0	X	$45.00	$/Hr =	$0.00
Foreman	12.33	0	X	$42.00	$/Hr =	$517.86
Composite Crew	35.22	0	X	$28.00	$/Hr =	$986.16
CAD Drawings	0	0	X	$55.00	$/Hr =	$0.00
Material Handler		0	X	$26.00	$/Hr =	$0.00
TOTAL	49.31	0				

	LABOR SUBTOTAL -	$1,627
38%	**BURDEN**	$618
	LABOR TOTAL -	***$2,246***

DIRECT JOB EXPENSE

DESCRIPTION		
SMALL TOOL / DIRECT JOB EXPENSE % OF LABOR		$190
	DIRECT JOB EXPENSE TOTAL -	***$190***

MATERIAL

DESCRIPTION		
MATERIAL		$382.74
Lighting		$0.00
RENTAL EQUIPMENT		$0.00
	MATERIAL TOTAL -	***$383***
	TOTAL COST -	***$2,818***
	SUBTOTAL -	***$2,818***
10%	**OH**	$282
	SUBTOTAL -	***$3,100***
5%	**FEE**	$155
	TOTAL -	***$3,255***
0.00%	**TAX**	$0.00
	TOTAL COR AMOUNT -	**$3,255**

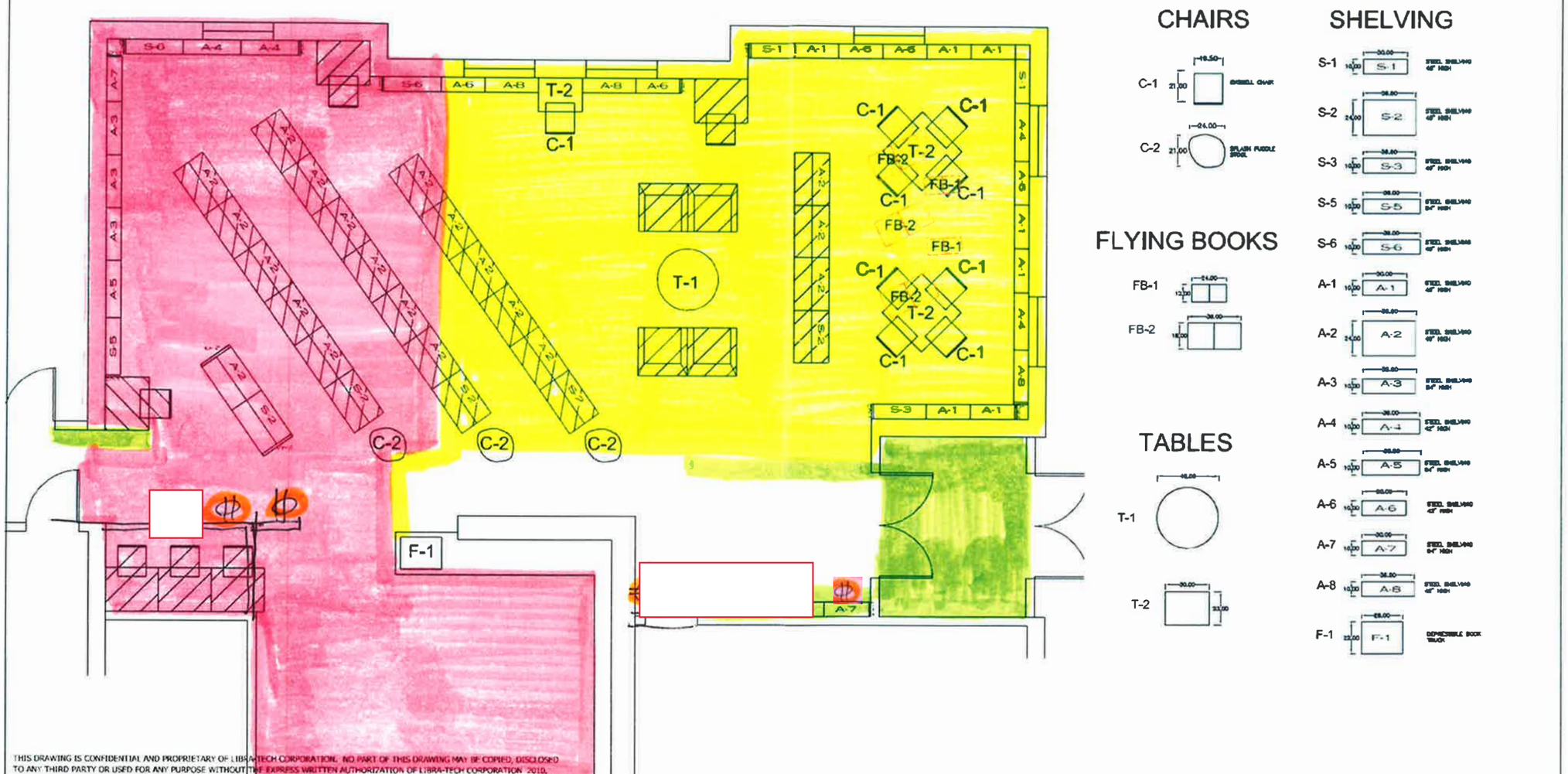
NOTES

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

#	Description	Length	Count	Mat $	Lab Hr.	Source	Date
1	2x2	0.00	12.00	183.94	30.22		3/26/2020 10:45 AM
	Drawing - E-1						
	Area - Building A						
	Phase - Main Floor						
	System - FIXTURES						
	Bid item - BASEBID						
	Lb Factor - Normal						
	2' X 2' MODULAR FLAT LENS - INTEGRAL LED LAMP		12				
	2' X 2' MODULAR FLAT LENS RCSD T-BAR - INTEGRAL LE		12				
	#12/2C SOLID CABLE MC - STL ARMOR	96					
	3/8" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC		24				
	WIRE CONN RED		24				
	#3 BOOSTER 0.27 CALIBER - SHORT 10x MAG		24				
	CEILING CLIP W/ 27mm STD NAIL - STL/CONC		24				
	#12 CEILING WIRE	72					
	#12/2C SOLID CABLE MC - STL ARMOR	96					
	3/8" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC		24				
	WIRE CONN RED		36				
2	Lamp Replacement Labor (21)	0.00	0.00	0.00	0.00		3/26/2020 10:46 AM
	Drawing - E-1						
	Area - Building A						
	Phase - Main Floor						
	System - FIXTURES						
	Bid item - BASEBID						
	Lb Factor - Normal						
	Lamp Replacement Labor (21)		0				
3	New Receptacles	0.00	3.00	169.65	5.00		3/26/2020 11:07 AM
	Drawing - E-1						
	Area - Building A						
	Phase - Main Floor						
	System - POWER BRANCH						
	Bid item - BASEBID						
	Lb Factor - Normal						
	20A 125V DUP REC - IVY (SG)		3				
	1G DUPLEX REC PLATE - PLASTIC IVY		3				
	DEV BOX 2 1/2" DEEP 1/2" KO W/ FLAT BRKT		3				
	#12/2C SOLID CABLE MC - STL ARMOR	105					
	3/8" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC		6				
	1-H STRAP #14/2 & #12/2		12				
	#8x 3/4 P/H SELF-TAP SCREW		18				
	WIRE CONN RED		6				
	GROUND SCREW W/ INSUL #12 LEAD		3				
4	Recept Replacement	0.00	0.00	0.00	0.00		3/26/2020 11:09 AM
	Drawing - E-1						
	Area - Building A						
	Phase - Main Floor						
	System - POWER BRANCH						
	Bid item - BASEBID						
	Lb Factor - Normal						
	1G DUPLEX REC PLATE - PLASTIC IVY		0				
	20A 125V DUP REC - IVY (SG)		0				

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

FURNISH & INSTALL (3) DUPLEX OUTLETS PER PLAN. REPLACE (12) 2 X 2 LAY-IN FIXTURES WITH BACK STOCK



libra·tech

525 East Hickory Hill
Argyle, Texas 76226
940.464.3033 Voice
940.464.3034 Fax

Celina Public Library

Scale	N.T.S.
Date	11.06.12
Approved by:	

PROPOSAL

EAST FORK SERVICES

OWNER INFORMATION

Celina Library Renovation
Celina, Texas

Hill & Wilkinson General Contractors

c/o Jacob Stanley

jacob.stanley@hill-wilkinson.com

214.299.4886

CONTRACTOR INFORMATION

Company	East Fork Services
Name	Eric Knott
Address	2703 Telecom Parkway
City, State ZIP	Richardson, TX 75082
Phone	903.818.0005
Email	eknott@eastfork.net
Submission date:	12/3/2019

SCOPE OF ADDITIONAL WORK

-Library Renovations
Verbal Scope discussed w/Jacob Stanley - No Drawings Provided

Total Area - approx. 3,000 sf
-Demo and Remove Carpet and Tile
-Demo Interior Walls, Doors and Frames, and Millwork as required

Approximate Duration: 3-4 days
Dumpsters for Haul-off Provided by Hill & Wilkinson

NOT INCLUDED

-Any Abatement or Removal of Hazardous Materials - Shoring or Bracing - Demo of Unforseen Conditions or Items not Clearly Marked on Drawings - Permitting - Temp. Protection of Existing Equipment and Finishes - Make Safe of MEP Items - Fluid Removal and Disposal from Refrigerators or Equipment

COMPANY PROPOSAL

GreyHawk Services appreciates the opportunity to be of service and looks forward to working with you. Please feel free to contact us with any questions. If you desire to move forward with our services, please indicate your agreement to the amount and terms by signing below

TOTAL PROPOSAL $ 8,500

Owner Acceptance Approved by **Date**

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

American Painting

P.O. Box 6671
Fort Worth, TX 76115
(817)-808-4374
Office (817) 945-1709
Miguel@americanpainting1.net
Marie@americanpainting1.net

Invoice

Invoice No:	52
Date:	03/19/202
Terms:	NET 3
Due Date:	04/18/202

Bill To: Jacob Stanley
jacob.stanley@hill-wilkinson.com
Celina Council Chambers
142 N. Ohio St., Celina, TX 75009

Description	Quantity	Rate	Amour
Library: Patch holes and dents on walls, repaint walls and furrdowns (4 color scheme).	1	$6,000.00	$6,000.0(
City Hall: Repaint walls below chair rail and stain shoe molding.			

*Indicates non-taxable item

Subtotal	$6,000.0
Total	$6,000.0
PAID	$0.0
Balance Due	**$6,000.0(**

Attachment: CO. 11 (Construction Change Order - City Building Renovation)

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
City of Celina Building Renovations 142 N. Ohio Street Celina, Texas 75009	Contract For: General Construction Date:	Change Order Number: 012 Revised Date: May 1, 2020
OWNER: *(Name and address)* City of Celina, Texas	**ARCHITECT:** *(Name and address)* VAI Architects Incorporated	**CONTRACTOR:** *(Name and address)* Hill & Wilkinson Construction Group;, Ltd. dba Hill & Wilkinson General Contractors
143 N. Ohio Celina, Texas 75009	16000 North Dallas Parkway, Suite 200 Dallas, Texas 75248	2703 Telecom Parkway, Suite 120 Richardson, Texas 75082 HWCG Job# 1874

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Proposed Change No. 32 and 43 Add: $ 111,482.90
(See Attached)

The original Contract Sum was	$	6,669,552.00
The net change by previously authorized Change Orders	$	442,612.72
The Contract Sum prior to this Change Order was	$	7,112,164.72
The Contract Sum will be increased by this Change Order in the amount of	$	111,482.98
The new Contract Sum including this Change Order will be	$	7,223,647.70

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be March 6, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. -Substantial Completion was increased by Seven (7} Days on Change Order No. 8 and by Twenty-Eight (28) Days on Change Order No. 9.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

VAI Architects Incorporated	Hill & Wilkinson Construction Group;, Ltd. dba Hill & Wilkinson General Contractors	City of Celina, Texas
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
SIGNATURE Mark Mortimer Digitally signed by Mark Mortimer DN: C=US, E=mmortimer@vaiarchitects.com, O=VAI Architects, OU=Project Manager, CN=Mark Mortimer Reason: I am approving this document Date: 2020.05.06 10:27:46-05'00'	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	Matt Shem, EVP PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	May 1, 2020 DATE	DATE

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User Notes:

HILL & WILKINSON
GENERAL CONTRACTORS

Proposed Change Order

Number: 32

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Project: Celina City Buildings Renovations
142 N. Ohio St.
Celina, TX 75009

Contract Number: 1874. Celina City Buildings Renovations

Proposed Change Order #: 32-Modular Renovations Scope

To (Contractor): Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Change Order Date : 04/17/20

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1		LS	HVAC - Relocate Diffusers		1,120.00
2		LS	Doors & Hardware		6,057.50
3		LS	Remove and Replace Flooring		4,480.06
4		LS	New Toilet Partitions		4,830.00
5		LS	General Conditions - Project Manager & Superintedent		35,600.00
6		LS	Drywall Modifications		10,000.00
7		LS	Painting - New Demising Wall/Touch Up		7,500.00
10		LS	Furnishings Allowance Credit		-6,094.10
11		LS	C.C. Basement Flooring - Tac Tiles & Glue Upgrade		6,559.36
12		LS	GC Contingency - Final Credit		-2,533.83
8		LS	General Requirements - Dumpster, Temp Fencing Etc.		7,000.00
9		LS	Auto Integraton - Data & AV Scope		19,521.52
			Total For Change Order before Add Ons:		94,040.51
			Subcontractor Default Ins.		810.16
			Genral Liability Insurance		938.01
			Builders Risk Ins		58.13
			Association Dues		94.05
			Maintenance After Completion		188.08
			Fee		3,845.52
			P&P Bond		8.96
			Total For Change Order:		99,983.42

Modular Renovation Pricing based on the attached Modular Floor Plan dated 11/05/2019, delivered by the City of Celina.

There have been scope changes that have been coordinated and documented over email correspondence between the City of Celina and H&W. The back up in this change order fully reflects the scope changes made by City of Celina.

Construction Start: 3/23/2020
Construction Completion & Turnover: 5/01/2020

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

HILL & WILKINSON
GENERAL CONTRACTORS

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Proposed Change Order

Number: 32

Authorized By Owner:

City of Celina
142 North Ohio
Celina, TX 75009

By: Kimberly Brawner Digitally signed by Kimberly Brawner Date: 2020.05.04 07:23:42 -05'00'

Date:

Authorized by Architect:

VAI Architects, Inc.
15301 Spectrum Dr., Ste 450
Addison, TX 75001

By: Mark Mortimer

Date:

Authorized by Contractor:

Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

By: Jacob Dennis Stanley Digitally signed by Jacob Dennis Stanley DN: C=US, E=jacob.stanley@hillwilkinson.com, CN=Jacob Dennis Stanley Reason: I am approving this document Date: 2020.05.04 10:02:52-05'00'

Date:

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Celina - City Buildings Renovations

GC - Contingency Log

4/17/2020

HILL & WILKINSON GENERAL CONTRACTORS

Contingency Credits

Item	Description or Work	Date Submitted	Status	Date Approved	Proposed Value	Rejected Value	Approved Value
1	Removal of Dry Pipe System in Attic Space of Council Chambers - RFI#019	5/14/2019	Approved	6/5/2019	$23,100.00		$23,100.00
2							
3							
4							
5							
6							
	Sub-Total Contingency Credits				$23,100.00	$0.00	$23,100.00

Contingency Deducts

Item	Description or Work	Date Submitted	Status	Date Approved	Proposed Value	Rejected Value	Approved Value
2	Additional Abatement - Council Chambers Basement	4/10/2019	Approved	4/11/2019	$ (4,908.20)	$ -	$ (4,908.20)
4	RFI#014 - Added 20' of Safety Rail at EDC	5/15/2019	Approved	5/15/2019	$ (5,649.49)	$ -	$ (5,649.49)
6	GC Contingency Draw - 240 to 208 3 Phase Transformers - C.C. & EDC	6/3/2019	Approved	6/3/2019	$ (18,779.53)	$ -	$ (18,779.53)
4	City Hall - Data/AV Changes - (Automation Integration)	5/30/2019	Rejected		$ -	$ -	$ -
3	RFI#004 - Existing Conditions - C.C. Repairs - Steel/Concrete Portion	6/24/2019	Approved	6/24/2019	$ (62,787.65)	$ -	$ (62,787.65)
8	PCO#08 - Existing Conditions - C.C. Repars - Turn Key Repair Install	7/8/2019	Approved	7/11/2019	$ (53,358.55)	$ -	$ (53,358.55)
9	ASI#06 - Council Chambers Mechanical Yard Layout Change - VOID	7/11/2019	VOID	7/18/2019	$ (5,074.00)	$ -	$ -
9	EDC - Exterior Drainage Rework - ASI#05	8/1/2019	Approved	8/1/2019	$ (20,825.77)	$ -	$ (20,825.77)
13	EDC - Wall Furrouts Level 1 & 2	8/29/2019	Approved	10/15/2019	$ (12,913.85)	$ -	$ (12,913.85)
14	Exterior Wood Door Upgrades EDC	10/3/2019	Approved	10/8/2019	$ (22,303.95)	$ -	$ (22,303.95)
17	EDC - Exterior ADA Sidewalk & Back Lot Demo and Concrete	10/31/2019	Approved	11/15/2019	$ (41,538.85)	$ -	$ (41,536.85)
18	Patch Existing Brick at EDC & CC & Basement	10/22/2019	Approved	10/22/2019	$ (19,576.31)	$ -	$ (19,576.31)
23	C.C. WindowCraft - Exterior Wood Door Upgrades (2) Doors	11/19/2019	Approved	11/19/2019	$ (16,037.00)	$ -	$ (16,037.00)
28	C.C. Condesate Lines for VRF & Isolation Valves	12/13/2019	Approved	12/13/2019	$ (11,852.16)	$ -	$ (11,852.16)
34	GC Cont. Draw - Design Fees & C.C. UG Utilities	1/30/2020	Pending		$ (10,599.00)	$ -	$ (10,599.00)
40	Fabhar - Subcontract Buyout	3/6/202			$ (24,819.86)		$ (24,819.86)
					$ -	$ -	$ -
	Sub-Total Contingency Deducts				$ (331,024.17)	$0.00	$ (325,948.17)
	Total Contingency				**$305,382.00**	**$0.00**	**$305,382.00**
	Credits				**$23,100.00**	**$0.00**	**$23,100.00**
	Deducts				**-$331,024.17**	**$0.00**	**-$325,948.17**
	Remaining Contingency				**-$2,542.17**		**$2,533.83**

** Not complete pricing

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Celina - City Buildings Renovations

EXTERNAL OWNER Contingency Log

4/17/2020

HILL & WILKINSON GENERAL CONTRACTORS

Contingency Credits

Item	Description or Work	Date Submitted	Status	Date Approved	Proposed Value	Rejected Value	Approved Value
2	**FINAL REMAINGIN OVERALL CONTINGECY**	**3/1/2020**			$8,627.93		$8,627.93
3	PCO# 032 Modular Renovations - Final GC Contingency Credit	4/17/2020			($2,533.83)		($2,533.83)
4	PCO# 032 Modular Renovations - Final Furnishing Allowance Credit	4/17/2020			($6,094.10)		($6,094.10)
5							
6							
	Sub-Total Contingency Credits				($0.00)	$0.00	($0.00)

Contingency Deducts

Item	Description or Work	Date Submitted	Status	Date Approved	Proposed Value	Rejected Value	Approved Value
1	C.C. - VRF Option in Basement	4/4/2019	Approved	4/4/2019	$ (30,658.14)	$ -	$ (30,658.14)
5	ASI#02	5/30/2019	Approved	5/31/2019	$ (7,126.78)	$ -	$ (7,126.78)
5	ASI#02R - No change from ASI#02 pricing	5/30/2019	No Change		$ -	$ -	$ -
5	ASI#03 - No change to scope, only clarification	6/5/2019	No Change		$ -	$ -	$ -
5	ASI#04 - Council Chambers Repairs - Funding from GC Contingency	7/8/2019	Approved	7/8/2019	$ -	$ -	$ -
9	ASI#05 - EDC Exterior Drainage Rework - Funding from GC Contingency	8/1/2019	Approved	8/1/2019	$ -	$ -	$ -
10	HVAC Controls Change - EDC & Council Chambers	8/8/2019	Rejected	8/22/2019	$ (45,109.33)	$ (45,109.33)	$ -
12	EDC Existing Brick Patching	8/21/2019	Approved	8/22/2019	$ (10,688.35)	$ -	$ (10,688.35)
	C.C. - Exposed Basement Ceiling Clear Coat & Sandblasting	8/29/2019	Rejected	8/29/2019	$ (22,848.89)	$ (22,848.89)	$ -
15	EDC - Mural Wall Refinishing	9/26/2019	Approved	9/26/2019	$ (19,446.00)	$ -	$ (19,446.00)
16	EDC - Misc. Added Electrical - Pony Wall, Data Drops, Floor Boxes	10/10/2019	Rejected	10/10/2019	$ (9,601.00)	$ (9,601.00)	$ -
19	CC - Existing Stain Glass Restoration	10/25/2019	Approved	10/25/2019	$ (45,654.99)	$ -	$ (45,654.99)
20	C.C. Level 1 Plaster Refinishing	10/31/2019	Approved	11/15/2019	$ (35,039.40)	$ -	$ (35,039.40)
21	C.C. Basement, Lv 1 & 2, Mezz Pony Wall - Sun Drywall	10/31/2019	Approved	11/15/2019	$ (33,516.92)	$ -	$ (33,516.92)
22	C.C. Additional Millwork Scope - W&C	10/31/2019	Approved	11/15/2019	$ (38,537.99)	$ -	$ (38,537.99)
24	EDC - UG Conduit Runs (2) 4" Communications & (2) 2" Electrical	11/21/2019	Approved	11/21/2019	$ (13,248.63)	$ -	$ (13,248.63)
25	EDC - Ally Rework and Pour	12/5/2019	Approved	12/5/2019	$ (33,685.97)	$ -	$ (33,685.97)
26	C.C. Replace Exisitng Handrails - Wells McCoy Shop Drawings in Process	12/12/2019	Approved		$ (26,172.02)	$ -	$ (26,172.02)
30	**Mezz Railing System Redesign - Cost for this in PCO#39**	**1/15/2020**			**$ -**	**$ -**	**$ -**
31	**Additional City Hall Finishes**	**1/16/2020**	**Approved**		**$ (14,472.86)**		**$ (14,472.86)**
32	**Modular Remodel**	**1/16/2020**	**Pending**		**($99,983.42)**		**($99,983.42)**
35	**C.C. Elec. CO's - 30A VRF Switches & Lift Station Power**	**2/13/2020**	**Approved**		**$ (10,423.65)**		**$ (10,423.65)**
36	**EDC Electrical Scope Changes**	**2/21/2020**	**Approved**		**$ (20,621.36)**		**$ (20,621.36)**
37	**C.C. Added Floor Boxes**	**2/21/2020**	**Approved**		**$ (8,440.49)**		**$ (8,440.49)**
38	**C.C. - Mech Yard Stairs & North Side Pour Back**	**2/21/2020**	**Approved**		**$ (25,221.86)**		**$ (25,221.86)**
39	**C.C. - Misc. Changes/Adds #01**	**2/21/2020**	**Approved**		**$ (13,343.33)**		**$ (13,343.33)**
41	**Otis - Overtime & Re-Inspection**	**3/19/2020**	**Rejected**		**$ -**		**$ -**
42	**Library Modifications - Demo & Paint**	**3/20/2020**	**Approved**		**$ (18,862.13)**		**$ (18,862.13)**

	Sub-Total Contingency Deducts				$ (582,703.51)	$ (77,559.22)	$ (505,144.29)
	ITEMIZED CONTINGENCIES						
	CITY HALL	$ 19,700.00	($2,375.59)	$ 17,324.41			
	EDC	$ 70,000.00	($11,177.09)	$ 58,822.91			
	COUNCIL CHAMBERS	$ 246,123.00	$ (66,394.24)	$ 179,728.76			
		REMAINING CONTINGENCY		$ 255,876.08			
	Total Contingency				$ 335,823.00	$ -	$ 335,823.00
	Credits				$ (0.00)	$ -	**$0.00**
	Deducts				$ (582,703.51)	$ (77,559.22)	$ (505,144.29)
	Remaining Contingency						$ (169,321.29)

** Not complete pricing

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

License No: TACLA 012544E

Expires: 02-05-2020

Page No. 1 of 1

DMG
Dallas Mechanical Group

789 N. Grove Rd. Suite 107
Richardson, TX 75081
972-234-4822 Office 972-234-4824 Fax

Proposal

PROPOSAL SUBMITTED TO		TODAY'S DATE	DATE OF PLANS/PAGE #'S
Hill & Wilkinson General Contractors		11-08-2019	
PHONE NUMBER	FAX NUMBER	JOB NAME	
214-299-4300	214-299-4444	Celina Modular Renovation	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	
		Celina, TX	

We propose hereby to furnish material and labor necessary for the completion of:

1. Relocate (12) diffusers per plans.

Excludes: Roofing, Electrical, Building Openings, Sheet Rock, Angle Iron Bracing, Water Lines, Gas lines, Fire Caulking, Plumbing, After hours work, Concrete cutting, Motor starters, Structural steel, Concrete pads for condensers, Metal cutting, Roof curb insulation, Ductwork/ diffuser painting, Ductwork/ Diffusers cleaning, Unit screening, Condensate drains, Repairs to existing equipment, Tax, Certified air balance, Ductwork,

Project type: Remodel
Completed by: WAMV

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
One Thousand One Hundred Twenty & 00/100 dollars ($1,120.00)

Payment as follows: _____

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Accounts overdue beyond 30 days of billing will be charged at an interest rate of 1.5 per annum. Customer is also liable for an additional 100 of unpaid balance plus incidental collections costs, including attorney fees. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature _____

Note: this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

Regulated by the Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, TX 78111 (512) 463-6599 1-800-803-9202
www.tdlr.texas.gov

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

PROPOSAL

Project : Celina Modular Building Reno — **1-Apr-2020**
Customer : Hill and Wilkinson — **Est #: xxxxxx-D**
Attn : Jacov Stanley

Plans dated: N/A **Addenda: N/A**
Pricing is good for 45 days unless extended by mutual agreement.

We are pleased to quote the following material:

Doors	Rotary Cut Natural Birch Wood Veneer door with Brown finish
2-3 Weeks:	Hollow Metal 18 Ga. Galvanealed Polystyrene Core Factory Primed
Frames	Timely Browntone Finish
1-3 Weeks:	Hollow Metal 16 Ga. Galvanealed steel factory primed
Hardware	Mckinney hinges, Rockwood wall stop, closers on exterior door and corridor doors
2-3 Weeks:	

Quantity	Description
12 ea.	Wood Door with Timely Frames
1 ea.	Hollow Metal Door with Hollow Metal Frame
13 ea.	Sets of hardware for above doors- locks are by others

	No Tax	w/ Tax
Base Bid:	**$5,700.00**	**$6,170.25**

Alternates

- Add yale stock closers for and storage/ IT rooms (3 Total) add: $300

Project Notes (PLEASE READ)

- This quote it based on the doors matching the sample sent to the jobsite on 04/01.
- Building Standards not known/provided. Please verify quoted materials/quantity is acceptable or clarify otherwise.

Scope Clarifications (PLEASE READ)

- Cylinders are excluded and by others; keying is excluded.
- High security or restricted cylinders are supplied by owner.
- Key cabinet and key cabinet set up are excluded.
- Card Readers, Associated Power Supplies and other Access Control Hardware are by others.
- All work and material at openings indicated as existing to remain are excluded, U.N.O.
- Lead times are from receipt of approved submittals. Submittals average 5-7 working days from release.
- Quoted price is for material only. Installation is not included.
- Quoted price is freight allowed, F.O.B jobsite, during normal business hours. Unloading, placement at jobsite, and jobsite protection are by others. After-hours delivery is available at additional cost.
- Quoted prices exclude tax unless specifically noted.
- Terms of Payment are Net 30 Days, No Retainage Allowed. Credit Card Payments will incur a 5% fee.

Sincerely,

Rhonda Johnson | Project Manager
dnew@aoinc.net

Date: _____

Accepted: _____

1841 Monetary Lane- Carrollton, TX 75006 Phone: 972-446-1900 Fax: 972-446-1990

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

DOOR
ARCHITECTURAL OPENING PROFESSIONALS
1841 Monetary Lane, Suite 130 Carrollton, TX 75006
Phone 972-446-1900 Fax 972-446-1990

CHANGE ORDER PROPOSAL

Quote # COP1 Date: 4/16/2019

Project Name: Celina Modulat Buildling Renovation tomer: Hill & Wilkinson
Location: Celina, TX Attn: Jacob Stanley

SCOPE

Additional opening per Mike

(1) door, frame, and hardware (hinges wall stop) **$357.50**

TOTAL CHANGE	**$357.50**

NOTE: Please provide directive to proceed for immediate provision of materials requested.

This quote was prepared by
Please call 972-446-1900 or email Name@aoinc.net with any questions.
This quote is valid for 45 days.

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Date:
11/13/2019
To:
Scott Cessna
Customer PO:
CONTRACT

One Source Commercial Flooring, Inc
1701 Summit Ave - Suite 10
Plano TX 75074
Phone : (972)422-2438
Fax : (972)516-1495

Change Order Request

12847

Job No: 4114
Request #: 10
CO #: 0

Invoice To:	**Job Name:**
Hill & Wilkinson, LTD. 2703 TELECOM PARKWAY STE 120 RICHARDSON, TX 75082	CELINA CIVIC FACILITIES RENOVATIONS CELINA, TX

Scott Cessna
Phone: (214) 883-3660-
Cell:
Pager:
Fax:

From:	**Project Manager:**	**Estimator:**
Daryl McAllister	Lamb, Seth	Norris, Chris

Description of Change Order Request:
MODULAR BUILDING

MODULAR BUILDING

ADD

	MANUFACTURER:			STYLE:		
	COLOR NAME:	COLOR NUMBER:	UOM:	QUANTITY:	UNIT PRICE:	TOTAL PRICE:
1	**VCT 1 SUPPLIED**					
	ARMSTRONG WORLD INDUSTRIES, INC.			TILE - EXCELON IMPERIAL TEXTURE 1/8" 12"X12"		
	CHARCOAL	51915	SF	**270.00**	**0.759**	**204.80**
2	**VCT 2 SUPPLIED**					
	ARMSTRONG WORLD INDUSTRIES, INC.			TILE - EXCELON IMPERIAL TEXTURE 1/8" 12"X12"		
	BAND BLUE	52518	SF	**270.00**	**0.759**	**204.80**
3	**VCT ADHESIVE SUPPLIED**					
	ARMSTRONG WORLD INDUSTRIES, INC.			ADHESIVE S-515 THINSPREAD TILE 4 GAL		
	NA	NA	EA	**1.00**	**44.098**	**44.10**
4	**VCT INSTALLATION LABOR**					
	ONE SOURCE FLOORS			LABOR		
	N/A		SF	**540.00**	**0.488**	**263.41**
5	**VCT PATTERN LABOR**					
	ONE SOURCE FLOORS			LABOR		
	N/A		SF	**401.00**	**0.061**	**24.45**
6	**WALL BASE SUPPLIED**					
	JOHNSONITE			WALL BASE (TS) 4" COVE COILS		
	TBD		LF	**240.00**	**0.901**	**216.29**
7	**WALL BASE ADHESIVE SUPPLIED**					
	JOHNSONITE			ADHESIVE 960 ARCRYLIC ADHESIVE 4 GAL		
	N/A	N/A	EA	**1.00**	**76.402**	**76.40**
8	**WALL BASE INSTALLATION LABOR**					
	ONE SOURCE FLOORS			LABOR		
	N/A		LF	**240.00**	**0.427**	**102.44**

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Hill & Wilkinson, LTD. CELINA CIVIC FACILITIES RENOVATION

9	**TRANSITION/REDUCER 1 SUPPLIED**					
	JOHNSONITE			ADAPT/TRANS-VINYL-CTA-XX-A* CARPET TO RESILIENT		
	TBD	TBD	LF	**12.00**	**0.952**	**11.43**
10	**TRANSITION LABOR**					
	ONE SOURCE FLOORS			LABOR		
	N/A		LF	**12.00**	**0.610**	**7.32**
11	**FLOOR PREP ESTIMATE**					
	ONE SOURCE FLOORS			LABOR		
	N/A		EA	**2.00**	**35.354**	**70.71**
12	**MOISTURE TESTING**					
	ONE SOURCE FLOORS			MOISTURE TEST KITS		
	NA		EA	**1.00**	**24.390**	**24.39**
13	**TRIP CHARGE**					
	ONE SOURCE FLOORS			LABOR		
	N/A		EA	**1.00**	**304.878**	**304.88**

Total ADD **$1,555.42**

Tax Exempt Total This Option : **$1,555.42**

Tax Exempt Total This Request : **$1,555.42**

SALESMAN'S SIGNATURE

Approximate Installation Start Date:

CUSTOMER'S AUTHORIZATION

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Date:
4/2/2020
To:
Scott Cessna
Customer PO:
CONTRACT

One Source Commercial Flooring, LLC
1701 Summit Ave - Suite 10
Plano TX 75074
Phone : (972)422-2438
Fax : (972)516-1495

Change Order Request

12847
Job No: 4114
Request #: 16
CO #: 0

Invoice To:	**Job Name:**
Hill & Wilkinson, LTD. 2703 TELECOM PARKWAY STE 120 RICHARDSON, TX 75082	CELINA CIVIC FACILITIES RENOVATIONS CELINA, TX

Scott Cessna
Phone: (214) 883-3660-
Cell:
Pager:
Fax:

From:	**Project Manager:**	**Estimator:**
Daryl McAllister	Lamb, Seth	Norris, Chris

Description of Change Order Request:
LVT FOR PORTABLE BUILDING

LVT FOR PORTABLE BUILDING

ADD

	MANUFACTURER:			STYLE:		
	COLOR NAME:	COLOR NUMBER:	UOM:	QUANTITY:	UNIT PRICE:	TOTAL PRICE:
1	**LVT SUPPLIED**					
	ARMSTRONG WORLD INDUSTRIES, INC.			AMERICAN PERSONALITY 12 - 6.5"X48"		
	TBD		SF	**625.00**	**1.138**	**710.94**
2	**LVT ADHESIVE**					
	ARMSTRONG WORLD INDUSTRIES, INC.			ADHESIVE S-288		
	4GL		EA	**2.00**	**139.000**	**278.00**
3	**LVT INSTALLATION LABOR**					
	ONE SOURCE FLOORS			LABOR		
	N/A		SF	**625.00**	**1.063**	**664.06**
4	**WALL BASE SUPPLIED**					
	JOHNSONITE			WALL BASE (DC)-RUBBER-COVE-COIL 4"X1/8"		
	TBD	TBD	LF	**360.00**	**0.846**	**304.65**
5	**WALL BASE ADHESIVE SUPPLIED**					
	JOHNSONITE			ADHESIVE 960 ARCRYLIC ADHESIVE 4 GAL		
	N/A	N/A	EA	**1.00**	**78.313**	**78.31**
6	**WALL BASE INSTALLATION LABOR**					
	ONE SOURCE FLOORS			LABOR		
	N/A		LF	**360.00**	**0.563**	**202.50**
7	**DEMO & DISPOSAL SUPPLIED**					
	ONE SOURCE FLOORS			LABOR		
	N/A		SF	**625.00**	**0.750**	**468.75**
8	**FLOOR PREP**					
	SCHONOX			SL FEATHER FINISH		
	10LB		EA	**6.00**	**36.238**	**217.43**

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Hill & Wilkinson, LTD.

CELINA CIVIC FACILITIES RENOVATION

Total ADD	$2,924.64
Tax Exempt Total This Option :	**$2,924.64**
Tax Exempt Total This Request :	**$2,924.64**

SALESMAN'S SIGNATURE _____ *Approximate Installation Start Date:*

CUSTOMER'S AUTHORIZATION _____

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Texas Building Specialties, LLC

Quotation

PO Box 940986
Plano, Tx 75094
214-682-2672

DATE 12/2/2019
Quotation # 236
Customer ID

Quotation For:

Quotation valid until: 2/2/2019

Prepared by: Dovee Taylor

HILL & WILKINSON
2703 TELECOM PKWY STE 120
RICHARDSON, TX 75082

Bid For: **CELINA - MODULAR BUILDING RENO**
ADDENDUM:

Includes:
4 - Toilet Compartments Plastic Laminate Floor Mounted Overhead Braced
2 - Urinal Screens

Material:	$	2,800.00
Installation:	$	2,030.00
Shipping:		Included
Sales Tax 8.25%:		Exempt
Project Total:	$	4,830.00

Additional INCLUSIONS:
1) Partitions provided by ASI.

Exclusions:
Wood Blocking, Any Item Not Listed Above, Unframed Mirrors.

Texas Building Specialties appreciates the opportunity to earn your business, and Working with you. Please contact us with any questions. If you desire to move forward With our services, please indicate your agreement to the amounts and terms by signing Below.

Owner Acceptance Approved by: **Date:**

Payment terms are net 30. Work will be performed with reasonable promptness. Adjustments will be made for unforeseen conditions. Liquidated or other delay damages are excluded. Consequential damages are excluded.

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Celina - City Buildings Renovations

GC - Contingency Log

4/17/2020

HILL & WILKINSON GENERAL CONTRACTORS

Contingency Credits

Item	Description or Work	Date Submitted	Status	Date Approved	Proposed Value	Rejected Value	Approved Value
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2							
3							
4							
5							
6							
	Sub-Total Contingency Credits				$23,100.00	$0.00	$23,100.00

Contingency Deducts

Item	Description or Work	Date Submitted	Status	Date Approved	Proposed Value	Rejected Value	Approved Value
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4	RFI#014 - Added 20' of Safety Rail at EDC	5/15/2019	Approved	5/15/2019	$ (5,649.49)	$ -	$ (5,649.49)
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4	City Hall - Data/AV Changes - (Automation Integration)	5/30/2019	Rejected		$ -	$ -	$ -
3	RFI#004 - Existing Conditions - C.C. Repairs - Steel/Concrete Portion	6/24/2019	Approved	6/24/2019	$ (62,787.65)	$ -	$ (62,787.65)
8	PCO#08 - Existing Conditions - C.C. Repars - Turn Key Repair Install	7/8/2019	Approved	7/11/2019	$ (53,358.55)	$ -	$ (53,358.55)
9	ASI#06 - Council Chambers Mechanical Yard Layout Change - VOID	7/11/2019	VOID	7/18/2019	$ (5,074.00)	$ -	$ -
9	EDC - Exterior Drainage Rework - ASI#05	8/1/2019	Approved	8/1/2019	$ (20,825.77)	$ -	$ (20,825.77)
13	EDC - Wall Furrouts Level 1 & 2	8/29/2019	Approved	10/15/2019	$ (12,913.85)	$ -	$ (12,913.85)
14	Exterior Wood Door Upgrades EDC	10/3/2019	Approved	10/8/2019	$ (22,303.95)	$ -	$ (22,303.95)
17	EDC - Exterior ADA Sidewalk & Back Lot Demo and Concrete	10/31/2019	Approved	11/15/2019	$ (41,538.85)	$ -	$ (41,536.85)
18	Patch Existing Brick at EDC & CC & Basement	10/22/2019	Approved	10/22/2019	$ (19,576.31)	$ -	$ (19,576.31)
23	C.C. WindowCraft - Exterior Wood Door Upgrades (2) Doors	11/19/2019	Approved	11/19/2019	$ (16,037.00)	$ -	$ (16,037.00)
28	C.C. Condesate Lines for VRF & Isolation Valves	12/13/2019	Approved	12/13/2019	$ (11,852.16)	$ -	$ (11,852.16)
34	GC Cont. Draw - Design Fees & C.C. UG Utilities	1/30/2020	Pending		$ (10,599.00)	$ -	$ (10,599.00)
40	Fabhar - Subcontract Buyout	3/6/202			$ (24,819.86)		$ (24,819.86)
					$ -	$ -	$ -
	Sub-Total Contingency Deducts				$ (331,024.17)	$0.00	$ (325,948.17)
	Total Contingency				**$305,382.00**	**$0.00**	**$305,382.00**
	Credits				**$23,100.00**	**$0.00**	**$23,100.00**
	Deducts				**-$331,024.17**	**$0.00**	**-$325,948.17**
	Remaining Contingency				**-$2,542.17**		**$2,533.83**

** Not complete pricing

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

HILL & WILKINSON
GENERAL CONTRACTORS

1874. Celina Civil Buildings Renovations - PCO#032 Modular Renovations- Additional General Conditions PM & Super Time

	Rate	Months	Total
Project Manager	$3,100.00	2.08	$6,448.00
Superintendent	$14,000.00	2.08	$29,120.00
Project Engineer	$0.00	0.00	$0.00
Assistant Super	$0.00	0.00	$0.00
Labor Foreman	$0.00	0.00	$0.00
Construction Manager	$0.00	0.00	$0.00
Safety Coordinator/Manager	$0.00	0	$0.00
Subtotals	**$17,100.00**		**$ 35,568.00**

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Stanley, Jacob

From: Luis Mata <luis@sundrywalldfw.com>
Sent: Wednesday, January 22, 2020 3:29 PM
To: Stanley, Jacob
Subject: Re: Celina - Modular Remodel Pricing Request

This message is from an external sender. Please use caution.

Jacob,
Im showing 306 LF of new wall. Per you notes you have 230 LF. This maybe where the bust is
If we go with 230 LF of new wall price will be $9,000.00
If we go with 306 LF of new wall price will be $10,700.00

Final Agreed Upon Price is $10,000 total.

Luis Mata |Luis@sundrywalldfw.com
O: 469 291-5195 |C: 972 415-5398 10314 Brockwood Road Dallas, TX 75238

On Wed, Jan 15, 2020 at 3:39 PM Luis Mata <luis@sundrywalldfw.com> wrote:

Jacob,
Attached fid Sun Drywall proposal for the above requested project. Please contact me if you have any questions or need additional information.
Thanks

Luis Mata |Luis@sundrywalldfw.com
O: 469 291-5195 |C: 972 415-5398 10314 Brockwood Road Dallas, TX 75238

On Wed, Jan 15, 2020 at 2:29 PM Luis Mata <luis@sundrywalldfw.com> wrote:

Jacob,
Can't find anything Art send you related to this job. I'll work my shelf and have you something by EOD today

Luis Mata |Luis@sundrywalldfw.com
O: 469 291-5195 |C: 972 415-5398 10314 Brockwood Road Dallas, TX 75238

On Wed, Jan 15, 2020 at 1:31 PM Stanley, Jacob <jacob.stanley@hill-wilkinson.com> wrote:

Luis,

Per our discussion a few minutes ago, please see attached scope sheet for the Modular Modification to take place after we are complete with Council Chambers renovation and the City has moved in. I know Art had been working on getting me a number but cant find anything he sent regarding this scope. Lemme know if you have any questions during your review.

Thanks,

Jacob Stanley
Project Manager
jacob.stanley@hill-wilkinson.com

Hill & Wilkinson General Contractors
2703 TELECOM PKWY | STE 120 | RICHARDSON, TX 75082
214.299.4886 DIRECT PHONE | 214.930.1761 MOBILE
www.hill-wilkinson.com

American Painting

Estimate

P.O. Box 6671
Fort Worth, TX 76115
(817)-808-4374
Office (817) 945-1709
Miguel@americanpainting1.net
Marie@americanpainting1.net

Estimate No: 118
Date: 04/17/202

For: Jacob Stanley
jacob.stanley@hill-wilkinson.com
110 N Colorado Dr
Celina, TX, 75009

Description	Quantity	Rate	Amour
-Protect floors and other finishes. -Tape and bed new walls (level 4 finish) -Apply one (1) coat of primer on walls. -Apply two (2) coats of finish paint on walls.	1	$7,500.00	$7,500.0(

*Indicates non-taxable item

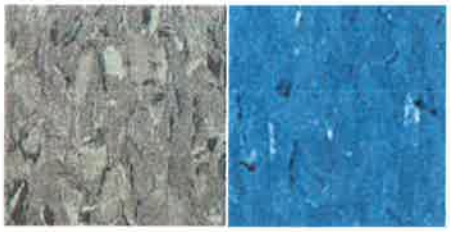
Subtotal	$7,500.0
Total	$7,500.0
Total	**$7,500.0(**

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

MODULAR BUILDING RENOVATION – SCOPE OF WORK

1. Furnish and install approximately 230 lin. Ft. of floor to ceiling wall per plan.
   Furnish and install (13) new 36"w x 80"h interior doors, frames and hardware to match existing.
   Relocate one existing back door and furnish and install one new back door to match existing.
2. Furnish and install new exterior deck with cover, stair/ railings to match existing.
3. Furnish and install (28) duplex outlets, (18) data drops and (5) access control locks.
4. Relocate (9) 2 x 4 lay-in fixtures and furnish and install (3) new illuminated exit signs.
5. Relocate (3) HVAC air supply diffusers.
6. Relocate existing furniture with-in the same building per plan.
7. Furnish and install new vct (2) color floor tile in restrooms. Furnish and install new toilet partitions. Paint paneling over FRP wainscot 2 coats eggshell finish. OPTION: Relaminate two existing sink countertops.

Specifications: VCT: Armstrong: Imperial Texture: Charcoal, Band Blue
(checker board pattern)
Toilet Partitions: Wilsonart HPL, 7946 Brazilwood
Optional counter: Same as above
Paint: Sherwin Williams – Monorail Silver SW 7663, 2 coats eggshell

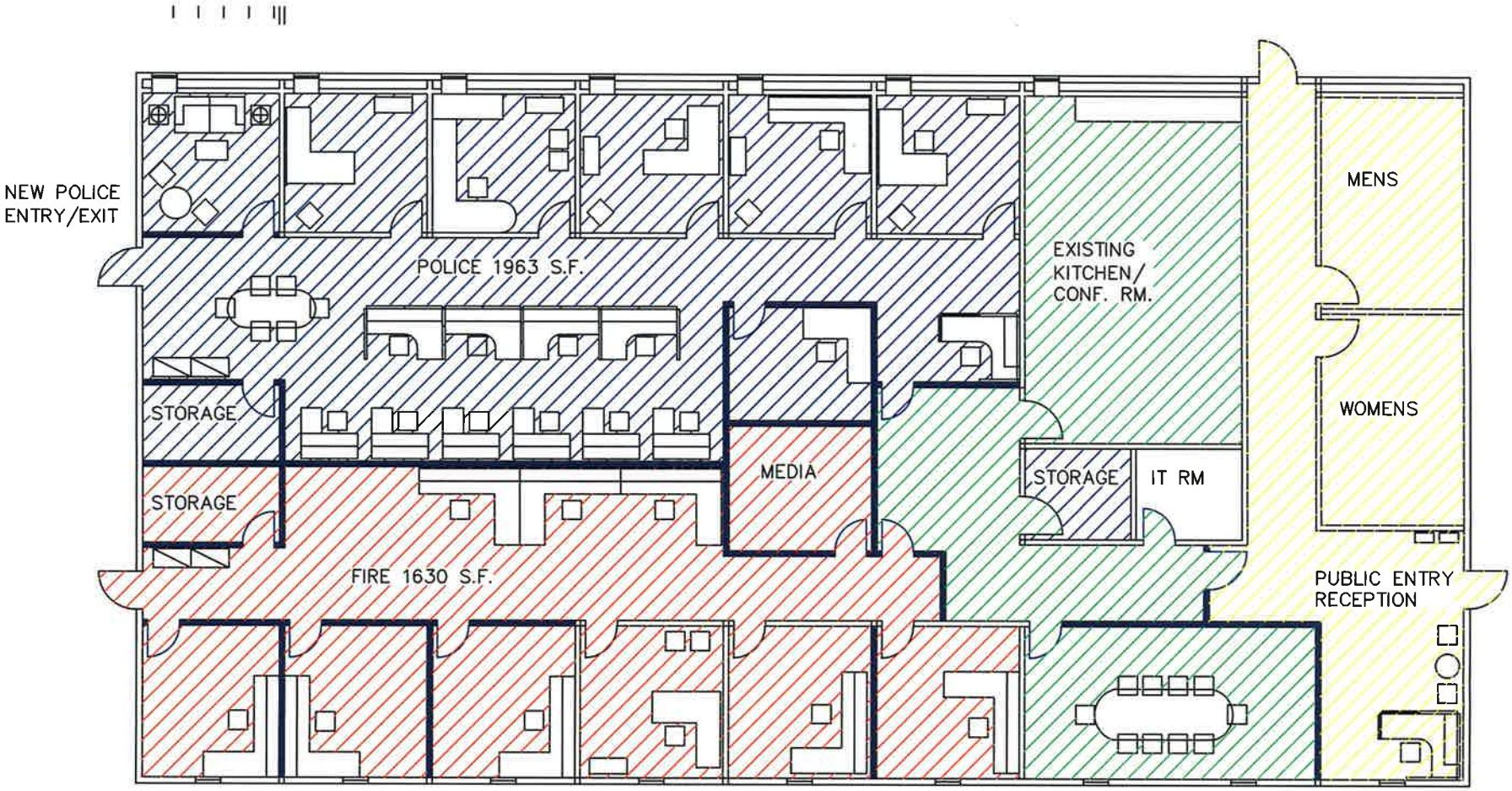


Monorail Silver SW 7663
sherwin-williams.com

Laminate - Brazilwood
wilsonart.com

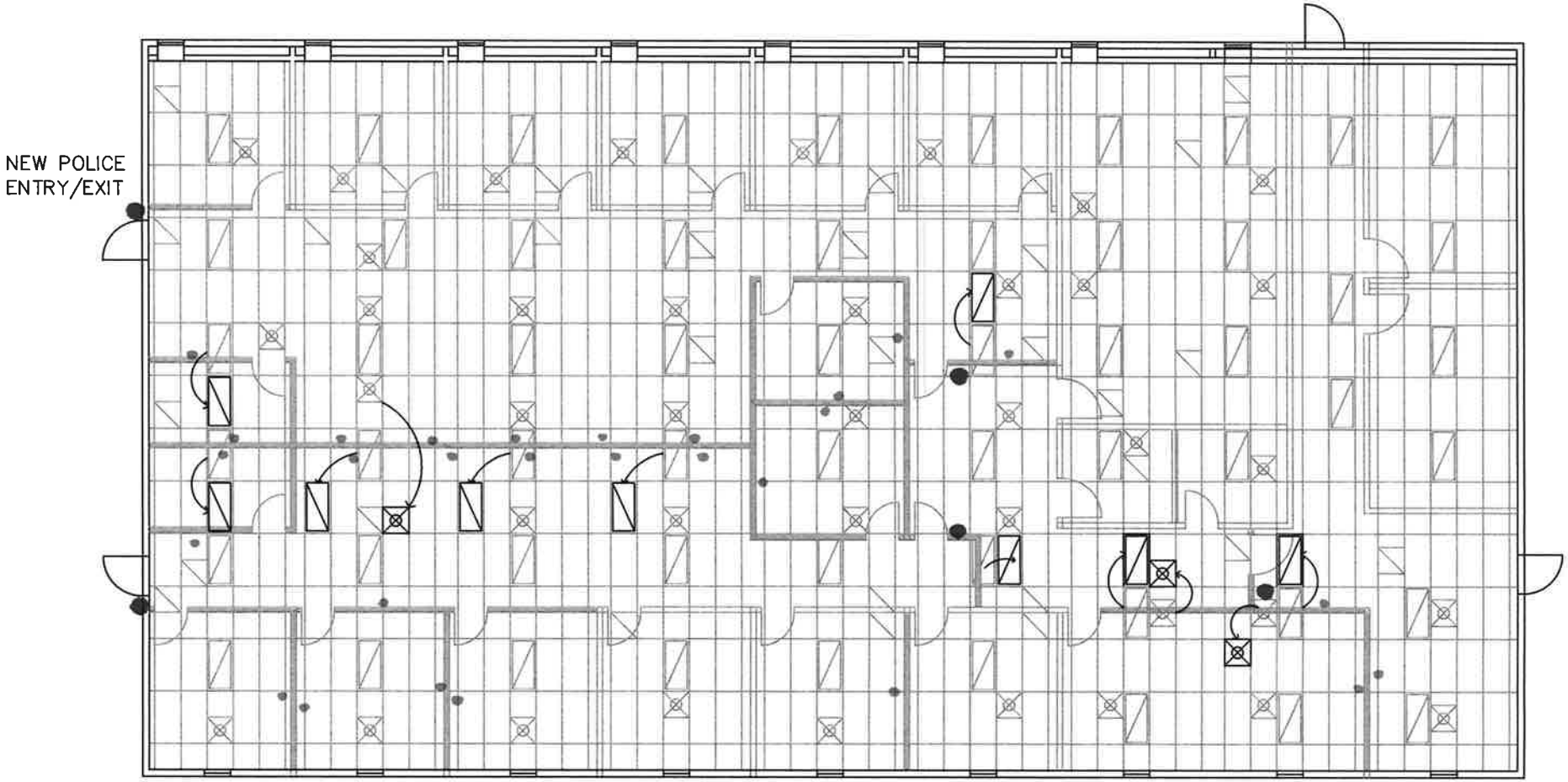
If you have any questions, please do not hesitate to contact me.
Barbara Hoskins (469) 813-4195
Thank you -

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)



POLICE ACCESS
FIRE ACCESS
SHARED PRIVATE ACCESS
SHARED PUBLIC ACCESS
NEW INTERIOR WALL AND/OR DOOR
EXISTING WALL LOCATION

POLICE/FIRE MODULAR FLOOR PLAN
10.28.19



RELOCATE EXISTING AIR SUPPLY PER ARROW

RELOCATE EXISTING 2X4 LAY-IN FIXTURE PER ARROW

FURNISH AND INSTALL (11) NEW WALL SENSOR SWITCHES IN NEW STORAGE / PVT. OFFICES

FURNISH NEW EXIST LIGHTING AS REQUIRED

POLICE/FIRE MODULAR FLOOR PLAN
10.28.19

• NEW DUPLEX

• NEW ACCESS

AUTOMATION INTEGRATION
Low Voltage Specialist

Celina Temp Building Remodel

Quote #000552 v1

Prepared For:
Hill & Wilkinson
Jacob Stanley
104 N Colorado St
Celina, TX 75009

P: (214) 299-4886
E: jacob.stanley@hill-wilkinson.com

Prepared By:
Automation Integration
Eric Becker
8186 Rawhide Rd
Celina, TX 75009

P: (214) 432-5981
E: eric@automationintegration.net

Date Issued:
03.24.2020

Expires:
05.16.2020

Data		Qty
Service - Fixed Fee	**Service - Fixed Fee - Labor only to rearrange existing cabling** Fixed fee labor for service or project work.	1
	Subtotal	**$750.**

Access Control		Qty
920NTNNEK00000	**ICLASS SE R40 READER - BLACK** ICLASS SE R40 READER - BLACK	4
Misc LV	**Electrified Handle Door** Miscellaneous	4
Drop - Access	**Access Control Drop** Access Control Drop	4
CA-A470-ANB	**2DOOR EXPANSION PCB ONLY** 2DOOR EXPANSION PCB ONLY	2
	Subtotal	**$8,744.**

Electrical Items		Qty
Elec - Plug	**120v Duplex Outlet**	13
Elec - Light	**Relocate Existing light**	9
Elec - Exit	**LED Exit Sign**	4
Elec - Motion	**Motion Switch**	11
Elec - Occupancy	**Reswitch exisitng lights**	1
MISC EL	**Demo** Miscellaneous	1
discount	**Discount - Package Deal**	1
	Subtotal	**$5,650.**

Fire TV's		Qty
Elec - Plug	**120v Duplex Outlet**	4
49LED4K	**W Box 0E- 49" LED-LCD TV - 4K UHDTV** W Box 0E- 49" LED-LCD TV - 4K UHDTV - Direct LED Backlight	4
CILT2-B1	**Advanced Large Tilting Mount** Advanced Large Tilting Mount	4
Misc LV	**HDMI Drop** Miscellaneous	3
Service - Fixed Fee	**Service - Fixed Fee** Fixed fee labor for service or project work.	1

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

AUTOMATION INTEGRATION
Low Voltage Specialist

Fire TV's	Qty
Subtotal	**$4,377.**

Quote Summary	Amou
Data	$750.
Access Control	$8,744.
Electrical Items	$5,650.
Fire TV's	$4,377.
Total:	**$19,521.**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All pricing includes a 3% discou for cash / check payment, payment by Credit Card will forfeit the discount.

Acceptance

Automation Integration	**Hill & Wilkinson**
Eric Becker	
Signature / Name	Signature / Name Initials
03/24/2020	
Date	Date

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Date:
2/27/2020
To:
Scott Cessna
Customer PO:
CONTRACT

One Source Commercial Flooring, LLC
1701 Summit Ave - Suite 10
Plano TX 75074
Phone : (972)422-2438
Fax : (972)516-1495

Change Order Request

12847

Job No: 4114
Request #: 15
CO #: 0

Invoice To:	**Job Name:**
Hill & Wilkinson, LTD. 2703 TELECOM PARKWAY STE 120 RICHARDSON, TX 75082	CELINA CIVIC FACILITIES RENOVATIONS CELINA, TX

Scott Cessna
Phone: (214) 883-3660-
Cell:
Pager:
Fax:

From:	**Project Manager:**	**Estimator:**
Daryl McAllister	Lamb, Seth	Norris, Chris

Description of Change Order Request:
COUNCIL BASEMENT HIGH MOISTUREAND ADDITION PREP AT 1ST FLOOR

COUNCIL BASEMENT HIGH MOISTURE

ADD

	MANUFACTURER:			STYLE:			
	COLOR NAME:	COLOR NUMBER:	UOM:	QUANTITY:	UNIT PRICE:	TOTAL PRICE:
1	**INTERFACE TAC TILES**					
	INTERFACE FLOORING SYSTEMS			TACK TILES		
	ROLL		EA	3.00	100.000	300.00
2	**VCT AND LVT HIGH MOISTURE ADHESIVE**					
	STAUF			R701 EXTREME LINK ADHESIVE		
	N/A		EA	4.00	408.425	1,633.70
3	**FLOOR LEVELING**					
	SCHONOX			US SELF LEVELER 55# BAG		
	N/A		EA	20.00	100.000	2,000.00
4	**COUNCIL TRANSITION/REDUCER 1 SUPPLIED**					
	JOHNSONITE			ADAPT/TRANS-VINYL-CTA-XX-A* CARPET TO RESILIENT		
	TBD	TBD	LF	80.00	1.024	81.88
5	**COUNCIL FLOOR PREP ESTIMATE**					
	SCHONOX			SL FEATHER FINISH		
	10LB		EA	68.00	34.928	2,375.08
6	**COUNCIL TRANSITION/REDUCER INSTALLATION LABOR**					
	ONE SOURCE FLOORS			LABOR		
	N/A		LF	80.00	0.602	48.19
7	**EXPEDITED SHIPPING**					
	INTERFACE FLOORING SYSTEMS			SHIPPING		
	N/A		EA	1.00	120.513	120.51

Total ADD **$6,559.36**

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Hill & Wilkinson, LTD. **CELINA CIVIC FACILITIES RENOVATION**

Tax Exempt Total This Option : **$6,559.36**

Tax Exempt Total This Request : **$6,559.36**

SALESMAN'S SIGNATURE _____ ***Approximate Installation Start Date:***

CUSTOMER'S AUTHORIZATION _____

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

HILL & WILKINSON
GENERAL CONTRACTORS

Proposed Change Order

Number: 43

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Project: Celina City Buildings Renovations
142 N. Ohio St.
Celina, TX 75009

Contract Number: 1874. Celina City Buildings Renovations

Proposed Change Order #: 43-Misc Scope After Completion

To (Contractor): Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Change Order Date : 04/24/20

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1		LS	Building Dedication Plaques & C.C. Fridge		8,152.00
2		LS	Added Door & Hardware at EDC		950.00
3		LS	Church Pew Rebuild - Split Cost		1,750.00
			Total For Change Order before Add Ons:		10,852.00
			Subcontractor Default Ins.		148.53
			Genral Liability Insurance		91.23
			Builders Risk Ins		5.65
			Association Dues		9.10
			Maintenance After Completion		18.20
			Fee		373.98
			P&P Bond		0.87
			Total For Change Order:		11,499.56

Authorized By Owner:
City of Celina
142 North Ohio
Celina, TX 75009

By: Kimberly Brawner — Digitally signed by Kimberly Brawner Date: 2020.05.04 07:24:10 -05'00'
Date:

Authorized by Architect:
VAI Architects, Inc.
15301 Spectrum Dr., Ste 450
Addison, TX 75001

By: Mark Mortimer — Digitally signed by Mark Mortimer DN: C=US, E=mmortimer@vaiarchitects.com, O=VAI Architects, OU=Project Manager, CN=Mark Mortimer Reason: I am approving this document Date: 2020.05.04 15:07:23-05'00'
Date:

Authorized by Contractor:
Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

By: Jacob Dennis Stanley — Digitally signed by Jacob Dennis Stanley DN: C=US, E=jacob.stanley@hill-wilkinson.com, CN=Jacob Dennis Stanley Reason: I am approving this document Date: 2020.05.04 10:02:22-05'00'
Date:

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Texas Building Specialties, LLC

Quotation

PO Box 940986
Plano, Tx 75094
214-682-2672

DATE 3/11/2020
Quotation # 273
Customer ID

Quotation valid until: 5/11/2020

Prepared by: Dovee Taylor

Quotation For:

Name
HILL & WILKINSON
2703 TELECOM PKWY
RICHARDSON, TX 75032

Bid For: **CITY OF CELINA - CHANGE ORDER**
ADDENDUM:

Includes:

1 - Elevator Box w/ FD Banner Aluminum	$549.00
5 - Soap Dispensers	$232.00
4 - Seat Cover Dispensers	$132.00
13 - Aluminum Corner Guards	$402.00
2 - Cast Aluminum Plaques	$6,740.00
Fire Extinguisher Cabinets	$1,140.00
1 - Refrigerator WRT311FZDM	$1,412.00
Adiitional Trip Charges/Labor	$1,056.00
Total:	~~$11,663.00~~

$8,152.00

Additional INCLUSIONS:
Exclusions:
Wood Blocking, Any Item Not Listed Above, Unframed Mirrors.

Texas Building Specialties appreciates the opportunity to earn your business, and Working with you. Please contact us with any questions. If you desire to move forward With our services, please indicate your agreement to the amounts and terms by signing Below.

Owner Acceptance Approved by: _____ **Date:** _____

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

DOOR
ARCHITECTURAL OPENING PROFESSIONALS
1841 Monetary Lane, Suite 130 Carrollton, TX 75006
Phone 972-446-1900 Fax 972-446-1990

CHANGE ORDER PROPOSAL

Quote # 301809-013 Date: 4/24/2020

Project Name: Celina Civic Center Renovation Customer: Hill & Wilkinson
Location: Celina, TX Attn: Jacob Stanley

SCOPE

EDC

(1) 3070 rift cut red oak door w/ clear finish and a half glass cut-out. Prepped for cylindrical lock and hinges. **$950.00**

Lead time: 4-6 weeks from approval.

TOTAL CHANGE	$950.00

NOTE: Supplying door only. Frame and hardware are onsite already.

This quote was prepared by
Please call 972-446-1900 or email Name@aoinc.net with any questions.
This quote is valid for 45 days.

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

WATSON & COCHRAN, INC.
Architectural Millwork
3605 E. Kiest
DALLAS, TEXAS 75203
TEL (214) 943-2033
FAX (214) 943-8005

BID PROPOSAL FORM

Project:	19 - 14 Celina City Hall	**Contact:**	HUNTER POOLE
Contractor:	Hill & Wilkinson	**Phone:**	214-943-2033
Attn:	Jacob Stanley	**Fax:**	214-943-8005
Date:	4/23/2020		

ITEM NUMBER	ROOM	ELEVATION	DESCRIPTION	QUANTITY	AMOUNT
1	Lobby		Design, rebuild, and fabricate the exisitng PEW, to be installed in the Lobby of City Hall		
			Price does not include re-finish, touch up, or painting of the PEW. This price will		
			include but not be limited to; building seating supports to be paint grade and prime only,		
			frabricating and supplying a 3/4" substraight for a new cushion to be installed by others,		
			& installation.		
			TOTAL		$3,500.00

EXCLUSIONS: TAX

INCLUSIONS: INSTALLATION

Attachment: CO 12 Change Order No. 12 signed mm (Construction Change Order - City Building Renovation)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Manager
CC:	Andy Glasgow, Asst Director of Engineering
Date:	May 12, 2020
Re:	Old Celina Park Playground Improvements

Action Requested:
Consider and act to authorize a work order 2020-0004 with Halff & Associates, Inc. for design services at Old Celina Park for the Playground Improvements, Project P13 in an amount not to exceed $173,500.00. (Berry)

Background Information:
The City maintains an executed Master Services Agreement with Halff & Associates, Inc. to provide on-call engineering services. Staff has requested Halff provide services which includes an all inclusive playscape, a 2-5 year old play unit, poured in place safety surfacing, sprinters track, lighting, shade structures, and the relocation of the existing volleyball court.

Alternatives:
Council may reject authorization of the agreement and direct staff.

Financial Considerations:
Funding is available in the current budget and will be tracked in Project P13

Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Standard contract documents have been used and previously reviewed.

Supporting Documents:
Work Order 2020-0004

Staff Recommendation:
Staff recommends authorizing the design work for Coit Road 24" Waterline with TRC.

Engineering Department
City of Celina, Texas

MASTER SERVICE AGREEMENT (MSA) TASK ORDER

Work Authorization No. 2020-0004

Pursuant and subject to the above captioned MSA dated October 11, 2018 between the City of Celina, Texas and Halff & Associates, Inc., the City of Celina hereby requests that CONSULTANT performs the work described below upon the terms set forth:

Work Site: Old Celina Park Playground Improvements, Project P13

Work to be performed: See attached work order.

Date and Time to Commence: Issuance of notice to proceed.

Date and Time to Complete: Within 34 weeks of execution of work order.

Invoice Mailing Instructions:
City of Celina
Attn: Kimberly Brawner, P.E.
Executive Director of Public Services
142 N Ohio
Celina, TX 75009
kbrawner@celina-tx.gov

Other Requirements or Variance from MSA (if any):
Electronic files as requested by Halff and as available.

CONSULTANT PROVIDED INFORMATION:

Compensation: $173,500

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

Consultant:

_____ _____
Authorized representative Date

City Representative:

_____ _____
Jason Laumer Date
City Manager

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

1201 N. Bowser Rd.
Richardson, TX 75081
(214) 346-6266

EXHIBIT 'A'
Scope of Services
Landscape Architecture and Engineering Design Services for Old Celina Park Improvements
Celina, TX

This proposal is for *Landscape Architectural, Engineering Design and Consulting Services* by Halff Associates Inc. (HA) for the City of Celina (the CITY).

I. PURPOSE

The purpose of this project is to provide professional consulting services for the Old Celina Park Project. Services shall include Landscape Architecture, Civil Engineering, Structural Engineering, Electrical Design, Geotechnical Survey and Topographical Surveying.

This effort is based on a preliminary layout for park improvements provided by the City of Celina at Old Celina Park. Project scope includes the design for an All Inclusive playscape, 2 to 5 yr. old play unit, poured in place safety surfacing, sprinter's track – 40 yd. dash, site lighting, shade structure, and relocating an existing volleyball court. The proposed construction budget for the park is +/-$2.5M.

Proposed considerations and scope for Preliminary Design: Preliminary Design phase includes:

- Confirm Program for the overall Site Development for Old Celina Park improvements
- Develop Conceptual Design Documents, park improvements, including park amenity layout.
- Recognize and document any and all reasonably known restrictions necessary or appropriate for design.
- Complete all necessary topographical surveys and geotechnical studies.
- Coordinate and execute all necessary joint use and agency agreements (NIC - by CITY).
- Secure top-level executive support/acknowledgment for approvals from all City Boards, Council, agencies, vested interests, utility companies and/or private landowners. (NIC - by CITY).

Proposed scope for Final Construction Documents: (60%) Construction Documents, (90%) Construction Documents, (100%) Final Construction Documents and Bidding phase includes:

- Develop (60%) Construction Drawings, details, specifications and cost estimates.
- Develop (90%) Construction Drawings, details, specifications and cost estimates.
- Develop (100%) Construction Drawings, details, specifications and cost estimates.

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

HALFF

1201 N. Bowser Rd.
Richardson, TX 75081
(214) 346-6266

II. PROGRAM

A. **Old Celina park (+/- 1 ac)** – ($2.5M)

Program Improvements as outlined in the Scope of Work may include:

1.1 Preliminary program elements for the Master Plan:

- All Inclusive 2 to 5yr. old play unit
- All Inclusive 5 to 12yr. old play unit
- 40 yd. dash area
- Poured in place safety surfacing +/- 12,000 sf.
- Turfgrass sod +/- 13,000 sf.
- Pavilion Structure – Silo Style or Historic Architecture
- Perimeter lighting
- 2 Drinking fountains w/ pet fountain
- Landscape and Irrigation
- Sidewalk enhancements
- Benches, tables and trash receptacles
- Entry Signage
- Nature playscapes

1.2 Preliminary program elements for Design:

- Demo, removal and relocation of the existing volleyball court and lighting
- New All Inclusive Playground area and amenities
- Grading and drainage
- ADA accessible sidewalks
- Pavilion
- Estimate of Probable Cost
- Technical Specifications, Precedent Images and location for benches, and trash receptacles

1.3 Services shall include:

- Survey (Demo Volleyball Area: +/- .5 ac. & New Playground Area: +/-1 ac.)
- Landscape Architecture
- Irrigation Design
- Civil Engineering
- Structural Engineering
- MEP Lighting
- Geotech (3) borings
- TDLR Review and Inspection coordination
- Bidding assistance
- Construction administration and observation

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

HALFF

1201 N. Bowser Rd.
Richardson, TX 75081
(214) 346-6266

III. General project scope items pertaining to the Old Celina Park Project improvements:

Conceptual Design

1. Consultant shall engage the CITY at Project: Initiation, interim and completion of the Design.
2. Consultant shall provide topographical survey and geotechnical borings necessary for project scope.
3. All schematic layouts shall be prepared to City of Celina standards.
4. Scope does not include Public Meetings, Park Board or Council presentations.

The following items will be supplied by the CITY to the Design Team:

1. Project Site GIS Data - The CITY will provide the Design Team with site aerial, and boundary information, as available in digital format, to be used during initial planning and design exercises for the project site.
2. Environmental Investigations - The CITY will provide available data and information from existing environmental reports for the identified projects.
3. Existing Utility Information - The CITY will provide as-built plans for all existing public utilities located within the limits of planning and design or construction for the Project, including but not limited to electric, fiber optics, water, sanitary sewer and storm drainage facilities.
4. Provide available information and studies on existing drainage areas on and off-site.

The scope of services is defined as follows:

- Basic or customary Services;
- Special Services to be provided; and
- Additional Services which can be provided if required.

Each of the services is described on the following pages.

IV. BASIC SERVICES: PRELIMINARY DESIGN

1.0 PROJECT MANAGEMENT

1.1 Internal Team Meetings

Halff will conduct internal team meetings as required by the project. The internal team meetings will include internal coordination of project processes, program items and schedules.

1.2 Communications and Reporting

1.2.1 Kickoff Meeting

Halff (HA) will conduct a predevelopment programming meeting with the City of Celina (CITY) staff to define current and anticipated programming objectives for the **Old Celina Park Project**. The Team will identify and outline specific desired elements defined in the Scope of Services. A refined program of elements for the project will be prepared for approval by the CITY.

Total One (01) Meeting

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

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1.2.2 Monthly Conference Calls

HA along with the CITY will hold monthly conference calls to review project progress, schedule, budget and overall coordination as needed. HA will set up WebEx conference call and distribute to CITY.

Total Eight (08) Meetings

1.2.3 Old Celina Park (Conceptual Review)

The Team will conduct conceptual design review meetings with the CITY to confirm and assess all input related to the projects at each submittal milestone. The meeting and programming milestones are as follows:

- Park programming and initial concept plan review
- Park concept final review and confirmation

Total Two (02) Meetings

1.3 Design Submittal Review Meetings

Halff will conduct a design submittal review meeting with the CITY to discuss all comments related to the project at each submittal milestone. All design submittal review meetings will be held at the CITYs office. The meeting and submittal milestones shall be as follows:

- 60% Design Drawings – One (01) meeting
- 90% Design Drawings – One (01) meeting1
- 100% Final Design Drawings – One (01) meeting

Total Three (03) Meetings

1.4 Invoicing

2.0 <u>CONCEPTUAL DESIGN (15%) DESIGN</u>

Provide Conceptual Design up to two (02) alternatives consisting of preliminary site plan development and other identified program elements, including survey, cost estimates, phasing and other documentation to describe the character of the proposed project elements. Includes preliminary schematic layout and layout of anticipated amenities to illustrate the potential park options, issues and constraints.

The final preferred concept alternative will be developed to showing the overall site plan identifying the proposed horizontal improvements (no profile) and associated amenities. Plans shall be at 1"=40' scale and prepared in either AutoCAD (.dwg) or Microstation (.dgn) format. Includes locations for proposed amenity features.

i. Cover Sheet
ii. Project Layout Sheet
iii. Horizontal Plan
iv. Cost Estimates

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

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2.1 Kick Off Meeting

Kick-off meeting with CITY to refine the current program of facilities for the project, outline specific desired elements over and above the elements previously discussed and to discuss basics in terms of exact study areas, correspondence with CITY, coordination, etc.

Total One (1) Meeting (See 1.2.1 above)

2.2 All Inclusive Park Facility Tour

Organize and participate, with CITY staff, on a day long site tour of all-inclusive playgrounds in the Dallas-Ft. Worth area. Before the tour begins each participant will be given a handout to record their likes and dislikes for each playground. At the end of the tour Ha will gather the handouts and will compile the comments into one spreadsheet that will help guide the design of the playground.

2.3 Design Survey

Provide topographical survey for the Old Celina Park Project area and the relocated sand volleyball court. If deemed necessary and agreed upon by the CITY, HA will survey additional property as needed for an additional cost.

Prepare drawings that shows the following information:

- Incorporate City of Celina Aerial photography and survey information;
- Ground surface contours at an interval of one (1) foot supplemented by appropriate spot elevations accurate to 0.1 foot elevation in areas where new facilities are proposed;
- Existing surface utility appurtenances as needed;
- Tag, tie and identify trees 6” diameter and greater;
- Other visible surface features; and
- Underground utilities shown based on field ties of visible surface appurtenances, and City and franchise utilities record information. The surveyor and engineer cannot certify as to the accuracy or completeness of the record documents used to locate the existing utilities.

The data to be obtained includes:

- Horizontal and Vertical control points will be established such that all points of construction will be within 500 feet of a control point.
- Obtain topographic data to be used to develop a 1-foot contour interval topographic map.
- Obtain survey shots on existing trees on the City of Celina protected species list which are over 6” in diameter. Identify the species of the tree.
- Obtain property corner shots for the creation of proposed project easements.

The surveyor and engineer cannot certify as to the accuracy or completeness of the record documents used to locate the existing underground utilities.

In-house work to be performed include:

- Develop a 1-foot contour topographic map from the field survey.

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

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2.4 Base Mapping
Halff will prepare base map drawings for the project site indicating 1' interval contours, topographic information and other existing features. Halff will organize and label the surveying data into a construction document format.

2.5 Preliminary Site Plan Layout – Develop up to two (02) alternatives for the park development options for review showing proposed park improvements, park amenities, walkways, width, and materials. Conceptual plan shall include plan view, and color renderings showing materials, color, type and preliminary cost estimates.

2.6 Prepare Estimate of Probable Cost
2.7 QA/QC Design Review
2.8 Respond to QA/QC Comments
2.9 Submit One (01) set to CITY for review
2.10 Present to Park Board – N/A
2.11 Present to City Council – N/A

V. BASIC SERVICES: CONSTRUCTION DOCUMENTS

3.0 60%, 90% and 100% FINAL CONSTRUCTION DRAWINGS AND SPECIFICATIONS

Based on the approved 15% Conceptual Design for the Old Celina Park Project, HA shall prepare, for approval by the CITY, a complete set of construction documents and specifications as defined below.

Consultant shall prepare and submit one (01) digital pdf file and hard copy of drawings, specifications and opinions of probable costs for review and comment at **60%, 90% AND 100% Final Construction Document** for each Design Package.

Drawings and specifications shall be submitted for final approval and use by the city for bidding. Consultant will provide the following drawings for submittal:

Plans will illustrate the proposed improvements. Plans shall be prepared in either AutoCAD (.dwg) or Microstation (.dgn) format.

i. Cover Sheet
ii. General Notes
iii. Demolition and Removal Plans
iv. Site Plan Layout and Dimension Control
v. Playground Layout and Dimension Control
vi. Volleyball Court Layout and Dimension Control
vii. Grading & Erosion Control Plans
viii. Landscape & Irrigation Plans
ix. Water & Sewer Plans

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

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x. MEP Electrical and Lighting
xi. Structural Engineering
xii. Typical Sections & Details
xiii. Specifications
xiv. Cost Estimates

3.1 HA – Civil Engineer

3.1.1 Prepare Site Civil Demolition Plan and Details
3.1.2 Prepare Playground Subsurface Drainage Plans, and Details
3.1.3 Prepare Grading and Drainage Plans for Site, Volleyball Court, and Playground
3.1.4 Prepare Utility Layout Plan and Details for Drinking Fountains
3.1.5 Prepare Quantity Sheet
3.1.6 Prepare Erosion Control Plan
3.1.6.1 Prepare one erosion control plan in conjunction with the grading plan. This task is for the preparation of design drawings and associated details only. The Storm Water Pollution Prevention Plan (SWP3), including but not limited, to the Notice of Intent (NOI), project description, inspection forms, Notice of Termination (NOT), etc. are not included in this item and will be provided by the contractor. The Contractor and CITY will be responsible for execution and implementation of NOI, NOT, and SWP3.

3.2 HA – MEP Design

3.2.1 Prepare Electrical Site Lighting Plans, Details and Specifications
3.2.2 Prepare Electrical Plans for Site Amenities
3.2.3 Coordinate with Utility Company, CITY staff, lighting and associated power requirements for proposed improvements and signage and

3.3 HA – Structural Design

3.3.1 Prepare Structural Layout and Design for Prefabricated Pavilion. (This service may be provided by the pavilion manufacturer)
3.3.2 Prepare Structural Layout and Design for Park Signage and Typical Details

3.4 HA – Landscape Architecture

3.4.1 Prepare Volleyball Court Layout & Details
3.4.2 Prepare Playground Layout, Details & Materials
3.4.3 Prepare Hardscape Layout, & Materials
3.4.4 Prepare Hardscape Details and Specifications
3.4.5 Prepare Layout and Design for Signage and Typical Details
3.4.6 Prepare Landscape Plans, & Details
3.4.7 Prepare Irrigation Plans and Details
3.4.8 Prepare Quantity Sheet

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

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3.5 HA – Architecture – N/A
3.6 Prepare Estimate of Probable Cost
3.7 Prepare Project Specifications for all designs: Civil, Landscape, MEP and Structural
3.8 QA/QC Design Review
3.9 Respond to QA/QC Comments
3.10 Submit One (01) hard copy and one (01) PDF plans set to CITY for review

4.0 Bidding

4.1 Bid Support

4.1.1 Upload Digital Construction Document File complete with Drawings, Specifications, and Estimate of Probable Cost to CITY.
4.1.2 CITY shall Distribute Contract Documents and Maintain Plan Holders List.
4.1.3 Issue Addenda
4.1.4 Attend Pre-bid Conference
4.1.5 Tabulate Bids and Recommend Award
4.1.6 Issue Contract Documents - (N/A BY CITY)

5.0 Special Services

5.1 Geotech

5.1.1 Provide geotechnical borings three (03) borings: (2) at playground; and (1) and at the volleyball court.
5.1.2 Geo does not include slope stability analysis. The report shall include P.I., M.C., P.P., strength swell, profile, swell, and compression as well as boring logs.

5.2 Accessibility Review

5.2.1 HA will submit drawings and specifications to the Texas Department of Licensing and Regulation for review of accessibility. We will incorporate any comments received and make adjustments to the plans as needed.

5.2.2 Site Review and Inspection fees payable to TDL&R will be paid and delivered with transmittal of the plans to TDL&R. Printing of plans and specifications and shipping will be reimbursable expenses as defined herein.

5.2.3 Deliverable: Submission sets as required by TDL&R, record set for the CITY.

5.3 Construction Administration

5.3.1 Participate in one (1) pre-construction conference. Meeting notes will be prepared to record items discussed during this conference.
5.3.2 Participate in up to four (4) site visits during construction. Construction observation reports accompanied by construction progress photographs will be prepared for each site visit.

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

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5.3.3 Review requests for information (RFI's), shop drawings and submittals providing clarifications as required.
5.3.4 Provide written responses to RFIs submitted by the Contractor in the form of Proposal Requests, Change Orders or Construction Change Directives.
5.3.5 Prepare documentation for change orders; if required.
5.3.6 Participate in one (1) preliminary punch list of deficient items.
5.3.7 Participate in one (1) follow-up site visit to observe completion of punch list items.
5.3.8 Prepare final As-Recorded Drawings of Construction Plans as submitted by contractor to be incorporated in CADD standard format. Drawings to consist of 1 AutoCADD file and 1 PDF document.
Total Meetings – Seven (07)

6.0 Additional Services

Other additional services, not included in the Scope of Services, will be negotiated with the CITY as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include:

- Public meetings or presentations to Park Board and/or City Council;
- Park and Trail improvements other than those listed in the scope of work;
- Pay Application Review and Approval;
- Global stability testing and/or seepage studies for retaining walls or gabion baskets;
- Full Tree preservation/mitigation plan;
- Environmental Permitting;
- Revisions to plans requested by the City after the plans are approved;
- Permit fees, filing fees, pro-rated fees, impact fees and taxes;
- Preparation of easement or right-of-way documents (not requested);
- Negotiations/agreements with adjacent property owners;
- Design of gas, telephone or other utility improvements except as noted herein;
- Printing of drawings, specifications and contract documents except as noted herein;
- Full-time construction inspection;
- Certification that the work is built in accordance with plans and specifications (*by City inspector*);
- Graphic products except as noted in herein;
- Design of utilities or other improvements outside of the park and trail boundary or roadway rights of way (not in scope);
- Preparation of bid packages other than one original set;
- Quality control and material testing services during construction;
- Traffic engineering report or studies;
- Construction staking or inspection;
- Design of off-site facilities;
- Design of existing utility relocations or modifications;
- Design of storm water detention facilities;

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

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- Design/coordination of power, phone and gas services;
- Technical reports for the following items are excluded from this scope of services: noise, air quality, community impacts, indirect impacts, and cumulative impacts.
- Effort to obtain right-of-entry from public or private land owners to allow for the completion of services is not included in this scope of work.
- This scope of work does not include threatened or endangered species surveys, preparation of a Biological Assessment under the Endangered Species Act, or consultation with the USFWS.
- Preparation of a U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application is not included in this scope of work.
- This scope of work does not include performing reconnaissance or intensive surveys for historic resources (i.e., archival research for historic structures/districts), evaluation of effects on sites determined to be eligible or listed on the National Register of Historic Places (NRHP), development of Section 106 mitigation plans, or Section 4(f) evaluations.
- The scope of work does not include a Phase I Environmental Site Assessment performed in accordance with applicable AASTM standards or any surveys/investigations involving sampling and laboratory analysis (e.g., hazardous materials sampling and analysis, asbestos surveys, and lead-based paint surveys).

Time for Completion

Halff Associates agrees to complete and submit all work required by the **CITY** set forth above under Scope of Work within **8.5 months** from the date of the written authorization by Director or his designee to proceed immediately following execution of the Agreement, excluding Agency review. However, that time-frame may be extended or suspended due to delays in the reviews by agencies or franchised utilities or other such matters beyond the control of Engineer or Landscape Architect, with the mutual written consent of both parties.

Milestones include:

Task	Duration
Pre-design Meeting	1 week
Design Survey	3 weeks
Base Mapping	1 week
15% Conceptual Design	6 weeks
CITY REVIEW	1 week
60% Construction Document Design	6 weeks
CITY REVIEW	2 weeks
90% Construction Document Design	6 weeks
CITY REVIEW	2 weeks
100% Construction Document Design	4 weeks
CITY REVIEW	1 week
Bidding	3 weeks
TOTAL	**34 weeks**

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

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ATTACHMENT 'B'
Basis of Compensation
Landscape Architecture and Engineering Design Services for
Old Celina Park Improvements
Celina, TX

1. Basic Services:

Project Mgmt., Conceptual Design and Construction Design Services

a. Old Celina Park Improvements

i.	Project Management, Coordination and Meetings	$ 19,500
	i. (6 Mtgs., 1 Parks Tour and 8 Conf. Calls)	
ii.	15% Conceptual Park Design Package	$ 18,000
iii.	60% Construction Documents	$ 30,000
iv.	90% Construction Documents	$ 30,000
v.	100% Construction Documents	$ 32,500
Subtotal: Project Mgmt., Conceptual and Construction Design Services		**$133,000**

b. Old Celina Park Improvements

i.	Bidding	$ 8,500
Subtotal: Bidding Services		**$ 8,500**

Grand Total **$ 138,500**

c. Old Celina Park Improvements

i.	Construction Administration **(Time and Materials – See *Note 1)**	$ 20,000
	i. (1 Preconstruction Mtg, 4 site visits and Prel/Final Punch list)	
Subtotal: Construction Administration Services		**$ 20,000**

2. Special Services:

d. Old Celina Park Improvements

i.	Topographical Survey	$ 4,500
ii.	Geotech (3) borings	$ 5,500
iii.	TDLR Review and Inspection	$ 2,500
Subtotal: Special Services		**$ 12,500**
Grand Total		**$ 171,000**

3. Expenses $ 2,500

Expense payments shall also include Direct Non-Labor Expenses in a Not to Exceed amount of $2,500.00 that, in general, include expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, and similar incidentals. The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%.

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

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4. Basis for Compensation

Halff Associate' will perform the services outlined herein for a lump sum fee of $171,000.00 + $2,500 in expenses. *(*Note 1 – Hourly work shall be billed on a time and materials basis with a 3.46 multiplier. No individual amounts shown above shall be exceeded without prior written approval from the City of Celina).* Services will be billed monthly

5. Additional Services

Additional Services, not included in the Scope of Services, will be negotiated with the CITY as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate. Hourly rates are as follows:

Project Director	$295
Project Manager/Sr. Landscape Architect	$250
Sr. Professional Engineer	$170
Professional Engineer	$135
Engineer in Training	$ 95
Structural Engineer	$150
Structural CADD	$ 95
MEP Engineer	$130
MEP EIT	$ 95
H&H Engineer	$100
Sr. Landscape Architect	$120
Landscape Architect	$100
Project Licensed Irrigator	$120
Project Landscape Designer/CADD Technician	$ 90
Environmental Scientist	$100
Administration/Clerical	$ 75
ROW Principal	$280
Sr. ROW Project Manager	$205
ROW Project Manager	$150
Sr. ROW Agent	$125
ROW Agent	$100
Sr. Title Specialist/Condemn	$130
Sr. Relocation Agent	$155
Relocation Agent	$120
Admin Assistant	$80

Attachment: Work Order 2020-0004 (Old Celina Park Playground Improvements, Project P13)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Kim Brawner, Director of Engineering
Date: May 12, 2020
Re: Collin College Sewer

Action Requested:
Consider and act to award bid 2020-0032 for the Collin College Offsite Sewer to ANA Site Construction in an amount not to exceed $710,293.95 plus a ten percent contingency of $71,029.39 for a total of $781,323.34. (Berry)

Background Information:
On April 30, 2020, the City received responses to bid 2020-0032 for the Collin College Offsite Sewer line. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred ninety-three vendors were notified. Twenty-one submittals and two NO-Bids were received. Staff reviewed the bids and recommends the apparent lowest responsible bidder, ANA Site Construction.

ANA's bid for this project is as follows:

Base Bid	$	710,293.95.	
Alternate 2.4	$	12,650.00	
Total Bid	$	722,943.95	
Contingency	$	72,294.39	Covers unexpected costs that may arise during construction.
Total Authorized	$	795,238.34	

The construction project includes:

- Approximately 5,800 linear feet of 18-inch sewer line beginning 900 linear feet north of the intersection of Preston Road (CR289) and Punk Carter Pkwy, continuing north along easement to Choate Pkwy, and turning due east along Choate Parkway to the intersection of Choate Parkway and Kinship Parkway.

- Approximately 165 linear feet of 12- sewer line beginning 4100 linear feet east of the intersection of Preston Road (CR289) and Choate Pkwy, continuing north.

Alternatives:
Council may reject the award and redirect staff.

Financial Considerations:

Funding is available in the current budget and will be tracked in project S10. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Additionally, College entered into a Development Agreement in 2009. The agreement includes reimbursement language for parts of this project**.**

Legal Review:
Standard contract documents have been used and previously reviewed.

Supporting Documents:
Tab Sheet
Agreement
Collin College Development Agreement
Staff Recap

Staff Recommendation:
Staff Recommends awarding bid 2020-0032

Line #	Description	QTY	UOM	ANA Site Construction Unit	ANA Site Construction Extended	KIK Underground, LLC Unit	KIK Underground, LLC Extended	Dowager Utility Construction, Ltd Unit	Dowager Utility Construction, Ltd Extended	BLACKROCK CONSTRUCTION (BRCT, LLC) Unit	BLACKROCK CONSTRUCTION (BRCT, LLC) Extended	Mountain Cascade of Texas LLC Unit	Mountain Cascade of Texas LLC Extended	Pittard Construction Company Unit	Pittard Construction Company Extended
1	**COLLIN COLLEGE OFFSITE SEWER**							$ 740,265.00	$ 740,265.00	$ 747,436.00	$ 747,436.00	$ 766,008.00	$ 766,008.00	$ 769,842.50	$ 769,842.5
1.1	18 inch Dia. SDR-35 PVC Sewer Pipe	5790	LF	$ 51.30	$ 297,027.00	$ 53.00	$ 306,870.00	$ 70.00	$ 405,300.00	$ 70.00	$ 405,300.00	$ 60.00	$ 347,400.00	$ 85.00	$ 492,150.0
1.2	12 inch Dia. SDR-26 PVC Sewer Pipe	161	LF	$ 53.20	$ 8,565.20	$ 42.00	$ 6,762.00	$ 64.00	$ 10,304.00	$ 75.00	$ 12,075.00	$ 45.00	$ 7,245.00	$ 81.50	$ 13,121.5
1.3	5 Feet I.D. Standard Concrete Sanitary Sewer Manhole	11	EA	$ 10,715.00	$ 117,865.00	$ 9,500.00	$ 104,500.00	$ 7,500.00	$ 82,500.00	$ 10,750.00	$ 118,250.00	$ 11,000.00	$ 121,000.00	$ 7,500.00	$ 82,500.0
1.4	5 Feet I.D. Standard Concrete Sanitary Sewer Vented-Manhole with Bolted and Gasketed Cover	2	EA	$ 19,375.00	$ 38,750.00	$ 15,233.00	$ 30,466.00	$ 11,500.00	$ 23,000.00	$ 16,000.00	$ 32,000.00	$ 17,500.00	$ 35,000.00	$ 15,250.00	$ 30,500.0
1.5	5 Feet I.D. Standard Concrete Sanitary Sewer Manhole with Bolted and Gasketed Cover	5	EA	$ 10,820.00	$ 54,100.00	$ 10,000.00	$ 50,000.00	$ 7,700.00	$ 38,500.00	$ 11,000.00	$ 55,000.00	$ 10,000.00	$ 50,000.00	$ 7,500.00	$ 37,500.0
1.6	Bore and encase with 30 Inch Diameter Steel Encasement (0.375 Inch wall thickness)	140	LF	$ 512.75	$ 71,785.00	$ 559.00	$ 78,260.00	$ 550.00	$ 77,000.00	$ 375.00	$ 52,500.00	$ 610.00	$ 85,400.00	$ 250.00	$ 35,000.0
1.7	Bore and encase with 24 Inch Diameter Steel Encasement (0.25 Inch wall thickness)	118	LF	$ 365.80	$ 43,164.40	$ 495.00	$ 58,410.00	$ 350.00	$ 41,300.00	$ 295.00	$ 34,810.00	$ 400.00	$ 47,200.00	$ 195.00	$ 23,010.0
1.8	Concrete encasement of 18 Inch Diameter Sewer Pipe	130	LF	$ 82.90	$ 10,777.00	$ 57.00	$ 7,410.00	$ 70.00	$ 9,100.00	$ 65.00	$ 8,450.00	$ 39.00	$ 5,070.00	$ 60.00	$ 7,800.0
1.9	Hydromulch disturbed areas (per seasonal specs.)	26875	SY	$ 0.90	$ 24,187.50	$ 2.00	$ 53,750.00	$ 1.00	$ 26,875.00	$ 0.55	$ 14,781.25	$ 2.00	$ 53,750.00	$ 1.00	$ 26,875.0
1.10	Sanitary Sewer line trench excavation protection	5693	LF	$ 2.45	$ 13,947.85	$ 1.00	$ 5,693.00	$ 2.00	$ 11,386.00	$ 0.75	$ 4,269.75	$ 1.00	$ 5,693.00	$ 2.00	$ 11,386.0
1.11	EROSION CONTROL / SWPPP	1	LS	$ 30,125.00	$ 30,125.00	$ 8,500.00	$ 8,500.00	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 8,250.00	$ 8,250.00	$ 10,000.00	$ 10,000.0
	Total Base Bid				$ 710,293.95		$ 710,621.00		$ 740,265.00		$ 747,436.00		$ 766,008.00		$ 769,842.5
2	**Alternates**														
2.1	10 Dia. SDR-35 PVC Sewer Pipe	5790	LF	$ 36.30	$ 210,177.00	$ 38.55	$ 223,204.50	$ 62.00	$ 358,980.00	$ 63.00	$ 364,770.00	$ 39.75	$ 230,152.50	$ 73.50	$ 425,565.0
2.2	12 Dia. SDR-35 PVC Sewer Pipe	1700	LF	$ 38.80	$ 65,960.00	$ 42.00	$ 71,400.00	$ 64.00	$ 108,800.00	$ 66.00	$ 112,200.00	$ 44.00	$ 74,800.00	$ 75.35	$ 128,095.0
2.3	15 Dia. SDR-35 PVC Sewer Pipe	2460	LF	$ 42.90	$ 105,534.00	$ 46.15	$ 113,529.00	$ 68.00	$ 167,280.00	$ 71.00	$ 174,660.00	$ 50.00	$ 123,000.00	$ 78.75	$ 193,725.0
2.4	18 Dia. SDR-26 PVC Sewer Pipe	200	LF	$ 63.25	$ 12,650.00	$ 59.85	$ 11,970.00	$ 78.00	$ 15,600.00	$ 85.00	$ 17,000.00	$ 69.00	$ 13,800.00	$ 91.50	$ 18,300.0
	Total Alternates				$ 394,321.00		$ 420,103.50		$ 650,660.00		$ 668,630.00		$ 441,752.50		$ 765,685.0
	Total with Alternates				$ 1,104,614.95		$ 1,130,724.50		$ 1,390,925.00		$ 1,416,066.00		$ 1,207,760.50		$ 1,535,527.5

Attachment: Evaluation - tab sheet (Collin College Offsite Sewer, Project S10)

				Excel Aircraft, LLC. (DBA: Excel Trenching)		Saber Development		Dickerson Construction Company Inc.		Quality Excavation, LLC		Belt Construction, Inc.		Canary Construction, Inc.	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	**COLLIN COLLEGE OFFSITE SEWER**			**$ 785,754.30**	**$ 785,754.30**	**$ 796,899.25**	**$ 796,899.25**	**$ 824,820.25**	**$ 824,820.25**	**$ 843,358.00**	**$ 843,358.00**	**$ 854,512.25**	**$ 854,512.25**	**$ 894,982.00**	**$ 894,982.00**
1.1	18 inch Dia. SDR-35 PVC Sewer Pipe	5790	LF	$ 73.00	$ 422,670.00	$ 75.00	$ 434,250.00	$ 81.00	$ 468,990.00	$ 82.00	$ 474,780.00	$ 63.00	$ 364,770.00	$ 91.00	$ 526,890.00
1.2	12 inch Dia. SDR-26 PVC Sewer Pipe	161	LF	$ 62.00	$ 9,982.00	$ 70.00	$ 11,270.00	$ 65.00	$ 10,465.00	$ 65.00	$ 10,465.00	$ 65.00	$ 10,465.00	$ 84.00	$ 13,524.00
1.3	5 Feet I.D. Standard Concrete Sanitary Sewer Manhole	11	EA	$ 8,200.00	$ 90,200.00	$ 7,850.00	$ 86,350.00	$ 9,350.00	$ 102,850.00	$ 8,960.00	$ 98,560.00	$ 11,459.00	$ 126,049.00	$ 10,000.00	$ 110,000.00
1.4	5 Feet I.D. Standard Concrete Sanitary Sewer Vented-Manhole with Bolted and Gasketed Cover	2	EA	$ 17,100.00	$ 34,200.00	$ 17,950.00	$ 35,900.00	$ 15,175.00	$ 30,350.00	$ 15,300.00	$ 30,600.00	$ 17,221.00	$ 34,442.00	$ 15,000.00	$ 30,000.00
1.5	5 Feet I.D. Standard Concrete Sanitary Sewer Manhole with Bolted and Gasketed Cover	5	EA	$ 8,350.00	$ 41,750.00	$ 7,950.00	$ 39,750.00	$ 10,500.00	$ 52,500.00	$ 9,200.00	$ 46,000.00	$ 11,799.00	$ 58,995.00	$ 10,000.00	$ 50,000.00
1.6	Bore and encase with 30 Inch Diameter Steel Encasement (0.375 Inch wall thickness)	140	LF	$ 484.00	$ 67,760.00	$ 625.00	$ 87,500.00	$ 475.00	$ 66,500.00	$ 505.00	$ 70,700.00	$ 589.00	$ 82,460.00	$ 395.00	$ 55,300.00
1.7	Bore and encase with 24 Inch Diameter Steel Encasement (0.25 Inch wall thickness)	118	LF	$ 361.00	$ 42,598.00	$ 510.00	$ 60,180.00	$ 350.00	$ 41,300.00	$ 370.00	$ 43,660.00	$ 461.00	$ 54,398.00	$ 350.00	$ 41,300.00
1.8	Concrete encasement of 18 Inch Diameter Sewer Pipe	130	LF	$ 53.00	$ 6,890.00	$ 45.00	$ 5,850.00	$ 96.00	$ 12,480.00	$ 70.00	$ 9,100.00	$ 97.00	$ 12,610.00	$ 80.00	$ 10,400.00
1.9	Hydromulch disturbed areas (per seasonal specs.)	26875	SY	$ 0.50	$ 13,437.50	$ 0.75	$ 20,156.25	$ 0.55	$ 14,781.25	$ 1.60	$ 43,000.00	$ 0.75	$ 20,156.25	$ 1.00	$ 26,875.00
1.10	Sanitary Sewer line trench excavation protection	5693	LF	$ 7.60	$ 43,266.80	$ 1.00	$ 5,693.00	$ 3.00	$ 17,079.00	$ 1.00	$ 5,693.00	$ 11.00	$ 62,623.00	$ 1.00	$ 5,693.00
1.11	EROSION CONTROL / SWPPP	1	LS	$ 13,000.00	$ 13,000.00	$ 10,000.00	$ 10,000.00	$ 7,525.00	$ 7,525.00	$ 10,800.00	$ 10,800.00	$ 27,544.00	$ 27,544.00	$ 25,000.00	$ 25,000.00
	Total Base Bid				$ 785,754.30		$ 796,899.25		$ 824,820.25		$ 843,358.00		$ 854,512.25		$ 894,982.00
2	**Alternates**														
2.1	10 Dia. SDR-35 PVC Sewer Pipe	5790	LF	$ 59.80	$ 346,242.00	$ 61.00	$ 353,190.00	$ 71.00	$ 411,090.00	$ 57.00	$ 330,030.00	$ 42.00	$ 243,180.00	$ 80.00	$ 463,200.00
2.2	12 Dia. SDR-35 PVC Sewer Pipe	1700	LF	$ 62.25	$ 105,825.00	$ 67.00	$ 113,900.00	$ 73.00	$ 124,100.00	$ 70.00	$ 119,000.00	$ 50.00	$ 85,000.00	$ 84.00	$ 142,800.00
2.3	15 Dia. SDR-35 PVC Sewer Pipe	2460	LF	$ 66.00	$ 162,360.00	$ 68.00	$ 167,280.00	$ 75.50	$ 185,730.00	$ 77.00	$ 189,420.00	$ 51.00	$ 125,460.00	$ 87.00	$ 214,020.00
2.4	18 Dia. SDR-26 PVC Sewer Pipe	200	LF	$ 80.00	$ 16,000.00	$ 82.00	$ 16,400.00	$ 90.00	$ 18,000.00	$ 92.00	$ 18,400.00	$ 68.00	$ 13,600.00	$ 91.00	$ 18,200.00
	Total Alternates				$ 630,427.00		$ 650,770.00		$ 738,920.00		$ 656,850.00		$ 467,240.00		$ 838,220.00
	Total with Alternates				$ 1,416,181.30		$ 1,447,669.25		$ 1,563,740.25		$ 1,500,208.00		$ 1,321,752.25		$ 1,733,202.00

				Mario Sinacola & Sons Excavating, Inc.		Rich & Burns Utilities, LLC		S.J. Louis Construction of Texas, Ltd.		Blue Star Utilities		Vessels Construction		Pennington Utility Construction, LLC.	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	**COLLIN COLLEGE OFFSITE SEWER**			**$ 908,833.75**	**$ 908,833.75**	**$ 940,012.47**	**$ 940,012.47**	**$ 977,158.43**	**$ 977,158.43**	**$ 980,501.10**	**$ 980,501.10**	**$ 1,035,499.78**	**$ 1,035,499.78**	**$ 1,039,015.00**	**$ 1,039,015.00**
1.1	18 inch Dia. SDR-35 PVC Sewer Pipe	5790	LF	$ 84.00	$ 486,360.00	$ 90.18	$ 522,142.20	$ 107.00	$ 619,530.00	$ 94.00	$ 544,260.00	$ 98.84	$ 572,283.60	$ 91.00	$ 526,890.00
1.2	12 inch Dia. SDR-26 PVC Sewer Pipe	161	LF	$ 75.00	$ 12,075.00	$ 83.99	$ 13,522.39	$ 101.00	$ 16,261.00	$ 103.00	$ 16,583.00	$ 74.69	$ 12,025.09	$ 80.00	$ 12,880.00
1.3	5 Feet I.D. Standard Concrete Sanitary Sewer Manhole	11	EA	$ 8,500.00	$ 93,500.00	$ 9,902.67	$ 108,929.37	$ 9,400.00	$ 103,400.00	$ 7,814.00	$ 85,954.00	$ 9,136.83	$ 100,505.13	$ 13,000.00	$ 143,000.00
1.4	5 Feet I.D. Standard Concrete Sanitary Sewer Vented-Manhole with Bolted and Gasketed Cover	2	EA	$ 15,000.00	$ 30,000.00	$ 19,214.89	$ 38,429.78	$ 16,300.00	$ 32,600.00	$ 16,174.00	$ 32,348.00	$ 20,774.00	$ 41,548.00	$ 17,500.00	$ 35,000.00
1.5	5 Feet I.D. Standard Concrete Sanitary Sewer Manhole with Bolted and Gasketed Cover	5	EA	$ 8,500.00	$ 42,500.00	$ 10,106.36	$ 50,531.80	$ 9,600.00	$ 48,000.00	$ 7,878.00	$ 39,390.00	$ 9,678.32	$ 48,391.60	$ 14,000.00	$ 70,000.00
1.6	Bore and encase with 30 Inch Diameter Steel Encasement (0.375 Inch wall thickness)	140	LF	$ 600.00	$ 84,000.00	$ 459.09	$ 64,272.60	$ 571.00	$ 79,940.00	$ 690.00	$ 96,600.00	$ 586.21	$ 82,069.40	$ 430.00	$ 60,200.00
1.7	Bore and encase with 24 Inch Diameter Steel Encasement (0.25 Inch wall thickness)	118	LF	$ 500.00	$ 59,000.00	$ 393.09	$ 46,384.62	$ 446.00	$ 52,628.00	$ 510.00	$ 60,180.00	$ 497.92	$ 58,754.56	$ 335.00	$ 39,530.00
1.8	Concrete encasement of 18 Inch Diameter Sewer Pipe	130	LF	$ 150.00	$ 19,500.00	$ 86.63	$ 11,261.90	$ 36.00	$ 4,680.00	$ 72.00	$ 9,360.00	$ 104.23	$ 13,549.90	$ 56.00	$ 7,280.00
1.9	Hydromulch disturbed areas (per seasonal specs.)	26875	SY	$ 0.65	$ 17,468.75	$ 2.66	$ 71,487.50	$ 0.30	$ 8,062.50	$ 2.50	$ 67,187.50	$ 1.42	$ 38,162.50	$ 1.00	$ 26,875.00
1.10	Sanitary Sewer line trench excavation protection	5693	LF	$ 10.00	$ 56,930.00	$ 1.68	$ 9,564.24	$ 0.01	$ 56.93	$ 0.20	$ 1,138.60	$ 2.19	$ 12,467.67	$ 20.00	$ 113,860.00
1.11	EROSION CONTROL / SWPPP	1	LS	$ 7,500.00	$ 7,500.00	$ 3,486.07	$ 3,486.07	$ 12,000.00	$ 12,000.00	$ 27,500.00	$ 27,500.00	$ 55,742.33	$ 55,742.33	$ 3,500.00	$ 3,500.00
	Total Base Bid				$ 908,833.75		$ 940,012.47		$ 977,158.43		$ 980,501.10		$ 1,035,499.78		$ 1,039,015.00
2	**Alternates**														
2.1	10 Dia. SDR-35 PVC Sewer Pipe	5790	LF	$ 73.00	$ 422,670.00	$ 75.59	$ 437,666.10	$ 97.00	$ 561,630.00	$ 66.00	$ 382,140.00	$ 79.92	$ 462,736.80	$ 50.00	$ 289,500.00
2.2	12 Dia. SDR-35 PVC Sewer Pipe	1700	LF	$ 75.00	$ 127,500.00	$ 79.07	$ 134,419.00	$ 99.00	$ 168,300.00	$ 122.00	$ 207,400.00	$ 79.62	$ 135,354.00	$ 60.00	$ 102,000.00
2.3	15 Dia. SDR-35 PVC Sewer Pipe	2460	LF	$ 80.00	$ 196,800.00	$ 84.31	$ 207,402.60	$ 102.00	$ 250,920.00	$ 56.00	$ 137,760.00	$ 86.11	$ 211,830.60	$ 70.00	$ 172,200.00
2.4	18 Dia. SDR-26 PVC Sewer Pipe	200	LF	$ 85.00	$ 17,000.00	$ 96.84	$ 19,368.00	$ 113.00	$ 22,600.00	$ 196.00	$ 39,200.00	$ 106.39	$ 21,278.00	$ 95.00	$ 19,000.00
	Total Alternates				$ 763,970.00		$ 798,855.70		$ 1,003,450.00		$ 766,500.00		$ 831,199.40		$ 582,700.00
	Total with Alternates				$ 1,672,803.75		$ 1,738,868.17		$ 1,980,608.43		$ 1,747,001.10		$ 1,866,699.18		$ 1,621,715.00

				ATKINS BROS. EQUIP. CO., INC		WillCo Underground (Osmus)		Moss Utilities, LLC	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	**COLLIN COLLEGE OFFSITE SEWER**			**$ 1,150,563.00**	**$ 1,150,563.00**	**$ 1,198,143.00**	**$ 1,198,143.00**	**$ 1,312,772.00**	**$ 1,312,772.00**
1.1	18 inch Dia. SDR-35 PVC Sewer Pipe	5790	LF	$ 135.00	$ 781,650.00	$ 130.00	$ 752,700.00	$ 146.00	$ 845,340.00
1.2	12 inch Dia. SDR-26 PVC Sewer Pipe	161	LF	$ 115.00	$ 18,515.00	$ 75.00	$ 12,075.00	$ 121.00	$ 19,481.00
1.3	5 Feet I.D. Standard Concrete Sanitary Sewer Manhole	11	EA	$ 11,000.00	$ 121,000.00	$ 11,000.00	$ 121,000.00	$ 10,500.00	$ 115,500.00
1.4	5 Feet I.D. Standard Concrete Sanitary Sewer Vented-Manhole with Bolted and Gasketed Cover	2	EA	$ 12,500.00	$ 25,000.00	$ 15,000.00	$ 30,000.00	$ 22,100.00	$ 44,200.00
1.5	5 Feet I.D. Standard Concrete Sanitary Sewer Manhole with Bolted and Gasketed Cover	5	EA	$ 12,000.00	$ 60,000.00	$ 12,000.00	$ 60,000.00	$ 11,000.00	$ 55,000.00
1.6	Bore and encase with 30 Inch Diameter Steel Encasement (0.375 Inch wall thickness)	140	LF	$ 395.00	$ 55,300.00	$ 700.00	$ 98,000.00	$ 740.00	$ 103,600.00
1.7	Bore and encase with 24 Inch Diameter Steel Encasement (0.25 Inch wall thickness)	118	LF	$ 385.00	$ 45,430.00	$ 500.00	$ 59,000.00	$ 560.00	$ 66,080.00
1.8	Concrete encasement of 18 Inch Diameter Sewer Pipe	130	LF	$ 70.00	$ 9,100.00	$ 60.00	$ 7,800.00	$ 107.00	$ 13,910.00
1.9	Hydromulch disturbed areas (per seasonal specs.)	26875	SY	$ 1.00	$ 26,875.00	$ 1.00	$ 26,875.00	$ 1.00	$ 26,875.00
1.10	Sanitary Sewer line trench excavation protection	5693	LF	$ 1.00	$ 5,693.00	$ 1.00	$ 5,693.00	$ 2.00	$ 11,386.00
1.11	EROSION CONTROL / SWPPP	1	LS	$ 2,000.00	$ 2,000.00	$ 25,000.00	$ 25,000.00	$ 11,400.00	$ 11,400.00
	Total Base Bid				$ 1,150,563.00		$ 1,198,143.00		$ 1,312,772.00
2	**Alternates**								
2.1	10 Dia. SDR-35 PVC Sewer Pipe	5790	LF	$ 131.00	$ 758,490.00	$ 118.00	$ 683,220.00	$ 120.00	$ 694,800.00
2.2	12 Dia. SDR-35 PVC Sewer Pipe	1700	LF	$ 141.00	$ 239,700.00	$ 120.00	$ 204,000.00	$ 130.00	$ 221,000.00
2.3	15 Dia. SDR-35 PVC Sewer Pipe	2460	LF	$ 151.00	$ 371,460.00	$ 124.00	$ 305,040.00	$ 145.00	$ 356,700.00
2.4	18 Dia. SDR-26 PVC Sewer Pipe	200	LF	$ 161.00	$ 32,200.00	$ 133.00	$ 26,600.00	$ 165.00	$ 33,000.00
	Total Alternates				$ 1,401,850.00		$ 1,218,860.00		$ 1,305,500.00
	Total with Alternates				$ 2,552,413.00		$ 2,417,003.00		$ 2,618,272.00

SECTION 00400
EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between City of Celina (OWNER) and ANA Site Construction, (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

2020-0032
Collin College Offsite Sewer

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

- Approximately 5,800 linear feet of 18-inch sewer line beginning 900 linear feet north of the intersection of Preston Road (CR289) and Punk Carter Pkwy, continuing north along easement to Choate Pkwy, and turning due east along Choate Parkway to the intersection of Choate Parkway and Kinship Parkway.

- Approximately 165 linear feet of 12- sewer line beginning 4100 linear feet east of the intersection of Preston Road (CR289) and Choate Pkwy, continuing north.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by: RLK Engineers

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

Attachment: 00-400 - Standard Form of Agreement (Collin College Offsite Sewer, Project S10)

A. The Work will be substantially completed within **120** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **150** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

For all Work other than Unit Price Work, a Lump sum of: **$722,943.95**
All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the ***last*** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine

Attachment: 00-400 - Standard Form of Agreement (Collin College Offsite Sewer, Project S10)

or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. ***95%*** of Work completed (with the balance being retainage).
b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Attachment: 00-400 - Standard Form of Agreement (Collin College Offsite Sewer, Project S10)

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. Addenda;
10. Exhibits to this Agreement (enumerated as follows):
    a. CONTRACTOR'S Bid Response;
    b. Documentation submitted by CONTRACTOR prior to Notice of Award;
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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 bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Attachment: 00-400 - Standard Form of Agreement (Collin College Offsite Sewer, Project S10)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on May 12, 2020 (the Effective Date of the Agreement).

EXECUTED in single or multiple originals, this 12th day of May, 2020.

CITY OF CELINA, TEXAS

_____
Jason Laumer, City Manager

Address for giving notices:
142 N. Ohio
Celina, TX 75009
Attn: Contracts
469-813-4194
contracts@celina-tx.gov

ANA Site Construction

_____

_____
Printed Name & Title

Address for giving notices:

Attachment: 00-400 - Standard Form of Agreement (Collin College Offsite Sewer, Project S10)

Collin College Offsite Sewer

Collin College Offsite Sewer project was advertised on City's website from 4/16 to 4/30 to procure contractor for construction. City received bids from twenty-one (21) contractors as shown on Exhibit A. Detailed breakdown of the bid is shown on Exhibit B. ANA Site Construction was selected to perform the work.

Collin County Community College entered into an agreement with the City in 2009 (the "Development Agreement") included as Exhibit C. Under the Development Agreement, College agreed to pay for construction of sewer lines that are size sufficient to serve the development. College's engineer suggested that 10" sewer line is required to serve the tract. Cost estimate for the proportionate cost is shown in exhibit D.

EXHIBIT A

Event Number	2020-0032 Addendum 2	**Organization**	City of Celina eBid
Event Title	Collin College Offsite Sewer	**Workgroup**	Purchasing
Event Type	BID	**Email**	dberry@celina-tx.gov
Issue Date	4/16/2020 08:41:16 AM (CT)	**Phone**	(469) 813-4194
Close Date	4/30/2020 02:00:00 PM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
ANA Site Construction	PILOT POINT	TX	4/30/2020 09:30:01 AM (CT)	15	$710,293.95
KIK Underground, LLC	Lewisville	TX	4/30/2020 01:16:56 PM (CT)	15	$710,621.00
Dowager Utility Construction, Lt	Dallas	TX	4/30/2020 12:28:13 PM (CT)	15	$740,265.00
BLACKROCK CONSTRUCTION (BI	Mansfield	TX	4/30/2020 11:21:51 AM (CT)	15	$747,436.00
Mountain Cascade of Texas LLC	Alvarado	TX	4/30/2020 01:41:03 PM (CT)	15	$766,008.00
Pittard Construction Company (	Allen	TX	4/30/2020 12:23:01 PM (CT)	15	$769,842.50
Excel Aircraft, LLC. (DBA: Excel T	Carthage	TX	4/30/2020 09:17:53 AM (CT)	15	$785,754.30
Saber Development	Dallas	TX	4/30/2020 01:45:59 PM (CT)	15	$796,899.25
Dickerson Construction Compar	Celina	TX	4/30/2020 11:59:34 AM (CT)	15	$824,820.25
Quality Excavation, LLC	Aubrey	TX	4/30/2020 12:20:00 PM (CT)	15	$843,358.00
Belt Construction, Inc.	Texarkana	AR	4/30/2020 01:16:21 PM (CT)	15	$854,512.25
Canary Construction, Inc.	Lewisville	TX	4/30/2020 12:42:18 PM (CT)	15	$894,982.00
Mario Sinacola & Sons Excavatir	Frisco	TX	4/30/2020 12:07:03 PM (CT)	15	$908,833.75
Rich & Burns Utilities, LLC	Plano	TX	4/30/2020 01:30:09 PM (CT)	15	$940,012.47
S.J. Louis Construction of Texas,	Mansfield	TX	4/30/2020 12:19:25 PM (CT)	15	$977,158.43
Blue Star Utilities	Venus	TX	4/30/2020 12:52:05 PM (CT)	15	$980,501.10
Vessels Construction	Sherman	TX	4/30/2020 01:35:41 PM (CT)	15	$1,035,499.78
Pennington Utility Construction	EULESS	TX	4/30/2020 11:47:25 AM (CT)	15	$1,039,015.00
ATKINS BROS. EQUIP. CO., INC	ATKINS BROS.	TX	4/27/2020 05:04:17 PM (CT)	15	$1,150,563.00
WillCo Underground (Osmus)	MANSFIELD	TX	4/30/2020 09:45:09 AM (CT)	15	$1,198,143.00
Moss Utilities, LLC	Irving	TX	4/30/2020 12:47:51 PM (CT)	15	$1,312,772.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

PRELIMINARY RESULTS

EXHIBIT B

				ANA Site Construction	
Line #	Description	QTY	UOM	Unit	Extended
1	COLLIN COLLEGE OFFSITE SEWER				
1.1	18 inch Dia. SDR-35 PVC Sewer Pipe	5790	LF	$ 51.30	$ 297,027.00
1.2	12 inch Dia. SDR-26 PVC Sewer Pipe	161	LF	$ 53.20	$ 8,565.20
1.3	5 Feet I.D. Standard Concrete Sanitary Sewer Manhole	11	EA	$ 10,715.00	$ 117,865.00
1.4	5 Feet I.D. Standard Concrete Sanitary Sewer Vented-Manhole with Bolted and Gasketed Cover	2	EA	$ 19,375.00	$ 38,750.00
1.5	5 Feet I.D. Standard Concrete Sanitary Sewer Manhole with Bolted and Gasketed Cover	5	EA	$ 10,820.00	$ 54,100.00
1.6	Bore and encase with 30 Inch Diameter Steel Encasement (0.375 Inch wall thickness)	140	LF	$ 512.75	$ 71,785.00
1.7	Bore and encase with 24 Inch Diameter Steel Encasement (0.25 Inch wall thickness)	118	LF	$ 365.80	$ 43,164.40
1.8	Concrete encasement of 18 Inch Diameter Sewer Pipe	130	LF	$ 82.90	$ 10,777.00
1.9	Hydromulch disturbed areas (per seasonal specs.)	26875	SY	$ 0.90	$ 24,187.50
1.10	Sanitary Sewer line trench excavation protection	5693	LF	$ 2.45	$ 13,947.85
1.11	EROSION CONTROL / SWPPP	1	LS	$ 30,125.00	$ 30,125.00
	Total Base Bid				$ 710,293.95
2	Alternates				
2.1	10 Dia. SDR-35 PVC Sewer Pipe	5790	LF	$ 36.30	$ 210,177.00
2.2	12 Dia. SDR-35 PVC Sewer Pipe	1700	LF	$ 38.80	$ 65,960.00
2.3	15 Dia. SDR-35 PVC Sewer Pipe	2460	LF	$ 42.90	$ 105,534.00
2.4	18 Dia. SDR-26 PVC Sewer Pipe	200	LF	$ 63.25	$ 12,650.00
	Total Alternates				$ 394,321.00
	Total with Alternates				$ 1,104,614.95

Attachment: Letter (Collin College Offsite Sewer, Project S10)

20091001001221050 10/01/2009 02:36:52 PM AG 1/14

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF CELINA
AND COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

THIS Agreement is made and entered by and between Collin County Community College District, a political subdivision of the State of Texas, hereinafter referred to as the "District," and the City of Celina, a political subdivision located within Collin County, Texas, duly organized and authorized under the laws of the State of Texas, hereinafter referred to as the "City."

WHEREAS, the District has entered into a purchase contract for ±75 acres of a ±319.1357 acre tract of land located in City's extraterritorial jurisdiction ("ETJ") with the intent to build an education facility; and

WHEREAS, the District intends to apply for annexation into the City limits upon the request of the City; and

WHEREAS, the District and City desire to plan for the construction of an additional access road generally from County Road 88 running south along the eastern most edge of the Property ("Northern New Road") and continuing south from the southeastern corner of the Property to an existing thoroughfare or collector street ("Southern New Road")(collectively "New Road"); and

WHEREAS, District and City desire to plan for the extension of sewer and water infrastructure to the Property to serve facilities constructed by District; and

WHEREAS, the District and the City are authorized to enter into this Agreement by Section 212.172, TEX. LOCAL GOVT. CODE, which provides authorization to contract regarding annexation of property and providing infrastructure to property.

NOW, THEREFORE, the District and the City, for the mutual consideration hereinafter stated, agree and understand as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is approximately 75.00 acres of land, more or less, located in the Shelby Glass Survey, Abstract No. 346, Collin County, Texas and more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Property").

2. Required Right-of-Way Dedication to City or County. Within thirty (30) days from City making a written request to District to do so, District agrees to dedicate to City or County free and clear of all liens and encumbrances, by special warranty deed or plat/replat approved by the City, whichever City requests, adequate land, for right-of-way and easements, including but not limited to easements for drainage, slope and temporary construction, for the construction and maintenance of: (i) the western one-half of the portion of the Northern New Road contiguous to the Property, identified as R5 on Exhibit "B"; (ii) a water line in the right-of-way of New Road

Attachment: Letter (Collin College Offsite Sewer, Project S10)

contiguous to the Property, identified as W4 on Exhibit "B"; (iii) widening or improving the southern one-half of County Road 88 contiguous to the Property, identified as R2 and R3 on Exhibit "B"; (iv) a sewer line in the right-of-way of County Road 88 contiguous to the Property, identified as S2 on Exhibit "B", with each easement or right-of-way anticipated to be located as more specifically described on Exhibit "B" attached hereto and incorporated herein by reference ("Required Dedications").

3. Construction of New Road.

A. At its sole cost and expense, City shall design and construct the Southern New Road beginning at the southeast corner of the Property and extending to an existing thoroughfare or collector street designed and constructed in compliance with the subdivision regulation ordinances and thoroughfare standard ordinances of the City, which anticipated location is more specifically described on Exhibit "B" and identified as R6 thereon.

B. District shall design and construct the western half of the Northern New Road beginning at County Road 88 and running southbound along the eastern border of the Property to the southeast corner of the Property as a forty-five (45) foot wide right-of-way four (4) lane, two (2) lanes each direction, concrete thoroughfare designed and constructed in compliance with the subdivision regulation ordinances and thoroughfare standard ordinances of the City, which anticipated location is more specifically described on Exhibit "B" and identified as R5 thereon.

C. If County Road 88 is not extended east from New Road to eliminate the ninety degree turns in existing County Road 88 and rejoin existing County Road 88 to the east, reflected on Exhibit "B" as R4, at the time the Northern New Road Improvements are constructed, then City, at its sole cost and expense, may alter the intersection of Northern New Road and County Road 88 and then reconfigure the intersection at the time the City or the property owner initiate construction of the portion of County Road 88 reflected as R4.

D. City shall cause the Southern New Road and eastern half of the Northern New Road to be completed when the City determines it is necessary. City shall not withhold a certificate of occupancy based upon the Roadway Improvements not being completed.

4. County Road 88 from Preston Road through the Property.

A. The City and District acknowledge and agree that the existing two asphalt lanes of County Road 88 beginning at State Highway 289/Preston Road ("Preston Road") and extending easterly to the northwest corner of the Property (identified as R1 on Exhibit "B") are sufficient to serve the Property following construction of the educational facilities by District. Prior to applying for a building permit, District will provide City a traffic impact analysis of the Property with the educational facilities expected to be built showing the anticipated impact on the intersection of County Road 88 and Preston Road.

Attachment: Letter (Collin College Offsite Sewer, Project S10)

If supported by the traffic impact analysis, in the City's reasonable discretion, the City shall construct, and the District shall pay the costs of, a left turn lane on County Road 88 to turn south on Preston Road from west bound County Road 88 and/or a right turn lane to turn east on to County Road 88 from north bound Preston Road ("Intersection Improvements"). City shall provide all right-of-way necessary and all Texas Department of Transportation ("TxDOT") approvals required for the Intersection Improvements.

B. The parties acknowledge that improvements to Preston Road have been funded by TxDOT and, as of the date of this Agreement, the improvements are under environmental review by TxDOT. If TxDOT has constructed, or is scheduled to start construction within twelve months of the date classes are anticipated to begin on the Property, then District will not be required to pay for construction of any turn lanes or other improvements to Preston Road.

C. The City and District acknowledge and agree that the existing two asphalt lanes of County Road 88 adjacent to the Property (identified as R2 and R3 on Exhibit "B") are sufficient to serve the Property following construction of the educational facilities by District. When supported by future off-site development, or as determined by the City based upon a traffic impact analysis, County Road 88 shall be widened and improved by another property owner or the City, which improvements shall include any deceleration or turn lanes needed on County Road 88 to turn into an entrance to the Property ("County Road 88 Improvements"). District shall provide all right-of-way necessary for County Road 88 Improvements on the Property as required by Paragraph 2. above, and City shall provide all right-of-way necessary for County Road 88 Improvements off the Property. In satisfaction of, and in lieu of, all of District's obligations to design and construct any portion of County Road 88, District shall deposit four hundred twenty-one thousand two hundred twenty-three and 21/100 dollars ($421,223.21) with the City for City to use for County Road 88 Improvements prior to the City issuing a certificate of occupancy for the Property.

5. Construction of Sewer and Water Infrastructure.

A. The City has a sewer line in place along Preston Road with sufficient capacity to serve the Property ("City's Existing Sewer"). City shall allow District to connect to City's Existing Sewer.

i. City shall construct, with District paying the cost and expense required herein, a gravity flow sewer line from the Property to City's Existing Sewer ("District Sewer Line"). The exact location of the District Sewer Line shall be determined upon final engineering by the District and shall be subject to the approval of the City's engineer, using reasonable discretion. The parties intend to use their best efforts to locate the District Sewer Line running from the northwest portion of the Property running west along County Road 88 and then cutting across private property on a southwesterly diagonal to Preston Road, depicted on Exhibit "B" as S1. If the anticipated route cannot be acquired, the District Sewer Line may alternatively be located along County Road 88 or Carter Ranch Road.

Attachment: Letter (Collin College Offsite Sewer, Project S10)

ii. City agrees that the District Sewer Line may be placed in City's existing, or future acquired, right-of-way or easements. City shall acquire all necessary sewer easements or right-of-way, not located on the Property, at its sole cost and expense, for the District Sewer Line.

iii. District shall pay for construction of sewer lines located on or off of the Property that are a size sufficient to serve the Property, as determined by the District's engineer and approved by the City's Engineer, and City shall pay the proportionate cost for any over sizing of the sewer lines which is in excess of the size paid for and constructed by District. It is anticipated that the sewer line on the northern boundary of the Property, identified as S2 on Exhibit "B", will not be needed to serve the Property, and in such case, District shall not be required to pay for the construction of any of said sewer line.

B. The City has a twelve inch water line in place along Preston Road and Carter Ranch Road with sufficient capacity to serve the Property ("City's Existing Water"). City's master plan calls for a water tower to be located in the vicinity of the intersection of County Road 88 and County Road 87 ("City's Future Water"). City makes no representations about when, or if, City's Future Water will be constructed. City shall allow District to connect to either City's Existing Water or City's Future Water, whichever is preferred by District and approved by the City's Engineer. City shall ensure capacity is available for District in City's Existing Water. It is estimated by the District that it could be as long as ten years before construction of educational facilities on the Property occurs.

i. District shall construct, at its sole cost and expense, a water line from the Property to City's Existing Water or City's Future Water ("District Water Line"). The exact location of the District Water Line shall be determined upon final engineering by the District and shall be approved by City's engineer, using reasonable discretion.

ii. The parties intend to use their best efforts to locate the District Water Line in existing street rights-of-way. City shall acquire all necessary sewer easements or right-of-way, not located on the Property, at its sole cost and expense, for the District Sewer Line. City agrees that District may place the District Water Line in City's existing, or future acquired, rights-of-way or easements.

iii. District shall pay for construction of water lines located on or off of the Property that are a size sufficient to serve the Property, up to eight (8) inches as determined by District's engineer, and City shall pay the proportionate cost for any over sizing of the water lines which is in excess of the size paid for and constructed by District.

6. <u>Impact Fees/Park Dedication and Building Permits</u>.

A. The City will not assess water, sewer or thoroughfare impact fees, whether now existing or adopted in the future, against the District, in relation to development of the Property.

B. The City will not assess park dedication fees against the District or impose park

Attachment: Letter (Collin College Offsite Sewer, Project S10)

land dedication requirements against the District, whether now existing or adopted in the future, in relation to development of the Property.

C. As of the Effective Date of this Agreement, the City out-sources building permit and inspection services to a third party contractor. The City shall only charge District City's actual cost of receiving building permit and inspection services from its third party contractor. If City is performing building permit and inspection services using the City's employee(s), and not a third party contractor, at the time of request by the District for a building permit or construction inspection(s), then the City shall assess not more than 50% of the then current permit or inspection fees against District.

7. Attorney's Fees. In any legal proceeding brought to enforce the terms of this Agreement the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code.

8. Default. In the event any party fails to comply with the terms of this Agreement, the other party has the right to enforce the terms of this Agreement by specific performance or by any other remedy available to it at law or in equity.

9. Notice. Any notice to be given or to be served upon a party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the party (or such party's agent or representative) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth below. Any party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

If Notice to District:

Dr. Cary Israel
Collin County Community College District
Courtyard Center
4800 Preston Park Blvd.
Plano, TX 75093

With a copy to:

Strasburger & Price
Attn: Paul Sander
2801 Network Blvd. Ste. 600
Frisco, TX 75034

Attachment: Letter (Collin College Offsite Sewer, Project S10)

If Notice to City:
Jason Gray
City Manager
142 North Ohio
Celina Texas 75009

With a Copy to:

City Attorney
Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 West Hickory, Suite 100
Denton, Texas 76201

10. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and payment and other obligations of this Agreement are specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

11. Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision hereof, 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 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.

12. No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver by City or District of its governmental immunity.

13. Authority. Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

14. Term. The term of this Agreement shall be fifteen (15) years after the effective date below. This Agreement shall automatically renew for one (1) additional fifteen (15) year term if development of the Property by the District is still ongoing. No term of this Agreement shall be affected by completion of annexation of the Property.

15. Miscellaneous.

a. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to this Agreement.

b. This Agreement shall be deemed drafted equally by all parties hereto. The

Attachment: Letter (Collin College Offsite Sewer, Project S10)

language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

c. Time is of the essence in this Agreement.

d. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

e. This Agreement is drafted for the benefit of the parties, as does not and shall not confer or extend any benefit or privilege to any third party.

f. This Agreement is not assignable, except upon receipt of the advanced written consent of the non-assigning party.

g. This Agreement is specific to the parties hereto, shall not be recorded in the land records and does not run with the land.

By: _____
Dr. Cary Israel RBH 8/4/09

By: _____
Jason Gray, City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
District Attorney

APPROVED AS TO FORM:

By: _____
City Attorney

Attachment: Letter (Collin College Offsite Sewer, Project S10)

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By: _____
Dr. Cary Israel RBN 8/4/09

By: _____
Jason Gray, City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
District Attorney

APPROVED AS TO FORM:

By: _____
City Attorney

Attachment: Letter (Collin College Offsite Sewer, Project S10)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 4th day of August, 2009 by Dr. Cary Israel, President of the Collin County Community College District on behalf of said District.

SHIRLEY K. HARMON
MY COMMISSION EXPIRES
November 4, 2012

Notary Public, State of Texas 11/4/2012 Expires

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2009, by Jason Gray, City Manager of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

Attachment: Letter (Collin College Offsite Sewer, Project S10)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 4th day of August, 2009 by Dr. Cary Israel, President of the Collin County Community College District on behalf of said District.

SHIRLEY K. HARMON
MY COMMISSION EXPIRES
November 4, 2012

Notary Public, State of Texas 11/4/2012 Expires

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on 08-08, 2009, by Jason Gray, City Manager of the City of Celina, Texas on behalf of said City.

VICKI J. FAULKNER
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
SEPT. 22, 2011

Notary Public, State of Texas

Attachment: Letter (Collin College Offsite Sewer, Project S10)

Exhibit A GF-Number 09R21389

BEING a 75.0000 acre tract of land out of the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No. 2005-0005697, Official Public Records of Real Property of Collin County, Texas, said tract also being part of a tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with "KHA" cap set in the South right-of-way line of County Road No. 88 (a variable width right-of-way) and in the East line of a tract of land described in Special Warranty Deed to 19 FM Ltd. recorded in Instrument No. 20070606000766060, Official Public Records of Collin County, Texas; from said point a 1/2 inch iron rod found at the Northeast corner of said 19 FM Ltd. tract bears North 00 degrees 33 minutes 04 seconds West, a distance of 39.13 feet;

THENCE departing the said East line of the 19 FM Ltd. tract and along the South right-of-way line of said County Road No. 88, the following courses and distances:

North 89 degrees 38 minutes 04 seconds East, a distance of 854.43 feet to a 5/8 inch iron rod with "KHA" cap set for corner at the beginning of a tangent curve to the right with a radius of 1356.38 feet, a central angle of 39 degrees 54 minutes 51 seconds and a chord bearing and distance of South 70 degrees 24 minutes 31 seconds East, 925.91 feet;

In a Southeasterly direction along said curve, an arc distance of 944.90 feet to a 5/8 inch iron rod with "KHA" cap set for corner;

THENCE leaving said South right-of-way line, the following courses and distances:

South 39 degrees 32 minutes 55 seconds West, a distance of 200.00 feet to a 5/8 inch iron rod with "KHA" cap set for the beginning of a tangent curve to the left with a radius of 750.00 feet, a central angle of 63 degrees 57 minutes 08 seconds, and a chord bearing and distance of South 07 degrees 34 minutes 21 seconds West, 794.35 feet;

In a Southwesterly direction along said curve, an arc distance of 837.13 feet to a 5/8 inch iron rod with "KHA" cap set for corner;

South 24 degrees 24 minutes 13 seconds East, a distance of 239.76 feet to a 5/8 inch iron rod with "KHA" cap set for the beginning of a tangent curve to the right with a radius of 1000.00 feet, a central angle of 23 degrees 51 minutes 09 seconds, and a chord bearing and distance of South 12 degrees 28 minutes 39 seconds East, 413.30 feet;

Attachment: Letter (Collin College Offsite Sewer, Project S10)

In a Southeasterly direction along said curve, an arc distance of 416.30 feet to a 5/8 inch iron rod with "KHA" cap set for corner;

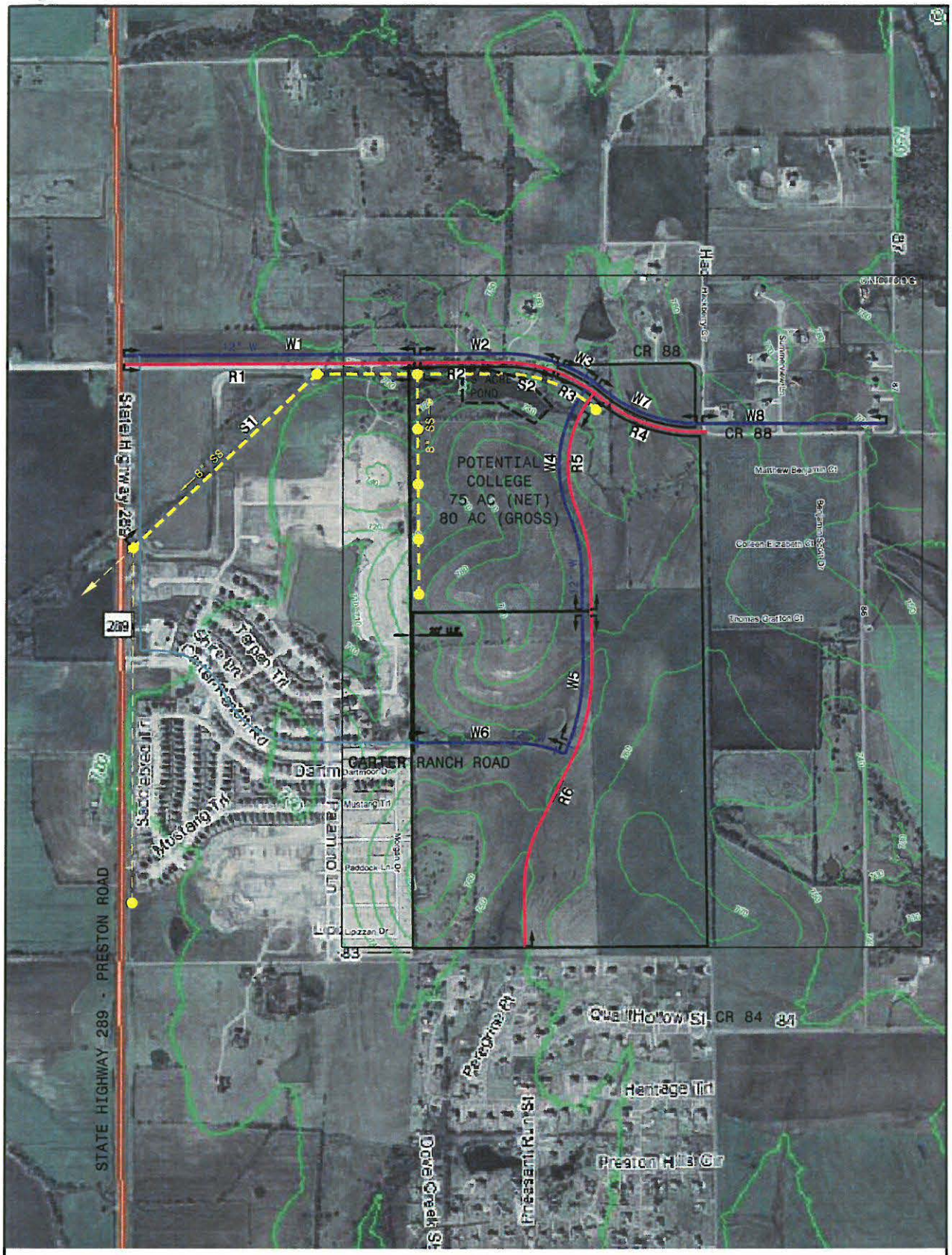
South 00 degrees 33 minutes 04 seconds East, a distance of 242.54 feet to a 5/8 inch iron rod with "KHA" cap set for corner;

South 89 degrees 26 minutes 56 seconds West, a distance of 1665.00 feet to a 5/8 inch iron rod with "KHA" cap set for corner in the East line of The Carter Ranch Phase IIA, an addition to the City of Celina, Texas according to the plat recorded in Cabinet 2007, Page 292, Map Records of Collin County, Texas, and in Instrument No. 20070531010001890, Official Public Records of Collin County, Texas;

THENCE with said East line and the East line of said 19 FM Ltd. tract, North 00 degrees 33 minutes 04 seconds West, a distance of 2127.18 feet to the POINT OF BEGINNING and containing 75.0000 acres or 2,266,999 square feet of land.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

Attachment: Letter (Collin College Offsite Sewer, Project S10)



LEGEND

- PROPOSED SEWER
- 12" W — EXISTING WATER
- 12" W — PROPOSED WATER
- PROPOSED ROAD

JOB NUMBER: 104.55

TOMDEN ENGINEERING, L.L.P.
12653 N. Central Expwy., Suite 1010
Dallas, Texas 75243
Ph: 972.388.8440 Fax: 972.388.8460
mail@tomden.com

EXHIBIT "B"

Attachment: Letter (Collin College Offsite Sewer, Project S10)

Strasburger
ATTORNEYS AT LAW

October 16, 2009

JULIE FORT
469.287.3956
Direct Fax: 469.227.6585
julie.fort@strasburger.com

Mr. Ralph G. Hall
Collin County Community College District
Courtyard Center
4800 Preston Park Blvd.
Plano, TX 75093

Re: Development Agreement Between City of Celina and Collin County Community College District

Dear Mr. Hall:

Enclosed for your file is the Original Development Agreement between the City of Celina and Collin County Community College District which was recorded on October 1, 2009 at Document Number 20091001001221050 in the Official Public Records of Collin County, Texas. Matthew Marchant previously sent you a copy of the Development Agreement but we just received the original from the Collin County Recording Department and wanted you to have the original for your file.

If you have any questions, please feel free to contact me.

Very truly yours,

Julie Fort

Julie Fort

JF/amw
enclosures

Attachment: Letter (Collin College Offsite Sewer, Project S10)

EXHIBIT D

				ANA Site Construction		College	City
Line #	Description	QTY	UOM	Unit	Extended		
1	COLLIN COLLEGE OFFSITE SEWER						
1.1	18 inch Dia. SDR-35 PVC Sewer Pipe	5790	LF	$ 51.30	$ 297,027.00		$ 76,590.00
1.2	12 inch Dia. SDR-26 PVC Sewer Pipe	161	LF	$ 53.20	$ 8,565.20		$ 8,565.20
1.3	5 Feet I.D. Standard Concrete Sanitary Sewer Manhole	11	EA	$ 10,715.00	$ 117,865.00	$ 117,865.00	
1.4	5 Feet I.D. Standard Concrete Sanitary Sewer Vented-Manhole with Bolted and Gasketed Cover	2	EA	$ 19,375.00	$ 38,750.00	$ 38,750.00	
1.5	5 Feet I.D. Standard Concrete Sanitary Sewer Manhole with Bolted and Gasketed Cover	5	EA	$ 10,820.00	$ 54,100.00	$ 54,100.00	
1.6	Bore and encase with 30 Inch Diameter Steel Encasement (0.375 Inch wall thickness)	140	LF	$ 512.75	$ 71,785.00	$ 71,785.00	
1.7	Bore and encase with 24 Inch Diameter Steel Encasement (0.25 Inch wall thickness)	118	LF	$ 365.80	$ 43,164.40		$ 43,164.40
1.8	Concrete encasement of 18 Inch Diameter Sewer Pipe	130	LF	$ 82.90	$ 10,777.00	$ 10,777.00	
1.9	Hydromulch disturbed areas (per seasonal specs.)	26875	SY	$ 0.90	$ 24,187.50	$ 24,187.50	
1.10	Sanitary Sewer line trench excavation protection	5693	LF	$ 2.45	$ 13,947.85	$ 13,947.85	
1.11	EROSION CONTROL / SWPPP	1	LS	$ 30,125.00	$ 30,125.00	$ 30,125.00	
	Total base bid				$ 710,293.95		
2	Alternates						
2.1	10 Dia. SDR-35 PVC Sewer Pipe	5790	LF	$ 36.30	$ 210,177.00	$ 210,177.00	
2.2	12 Dia. SDR-35 PVC Sewer Pipe	1700	LF	$ 38.80	$ 65,960.00		
2.3	15 Dia. SDR-35 PVC Sewer Pipe	2460	LF	$ 42.90	$ 105,534.00		
2.4	18 Dia. SDR-26 PVC Sewer Pipe	200	LF	$ 63.25	$ 12,650.00		$ 12,650.00
	Total with Alternates					$ 571,714.35	$ 140,969.60
3	Additional Costs						
	Testing					$ 22,414.00	
	Sub Total					$ 594,128.35	$ 140,969.60
	Contingency (10%)					$ 59,412.84	$ 14,096.96
	Total					$ 653,541.19	$ 155,066.56

Attachment: Letter (Collin College Offsite Sewer, Project S10)

20091001001221050 10/01/2009 02:36:52 PM AG 1/14

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF CELINA
AND COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

THIS Agreement is made and entered by and between Collin County Community College District, a political subdivision of the State of Texas, hereinafter referred to as the "District," and the City of Celina, a political subdivision located within Collin County, Texas, duly organized and authorized under the laws of the State of Texas, hereinafter referred to as the "City."

WHEREAS, the District has entered into a purchase contract for ±75 acres of a ±319.1357 acre tract of land located in City's extraterritorial jurisdiction ("ETJ") with the intent to build an education facility; and

WHEREAS, the District intends to apply for annexation into the City limits upon the request of the City; and

WHEREAS, the District and City desire to plan for the construction of an additional access road generally from County Road 88 running south along the eastern most edge of the Property ("Northern New Road") and continuing south from the southeastern corner of the Property to an existing thoroughfare or collector street ("Southern New Road")(collectively "New Road"); and

WHEREAS, District and City desire to plan for the extension of sewer and water infrastructure to the Property to serve facilities constructed by District; and

WHEREAS, the District and the City are authorized to enter into this Agreement by Section 212.172, TEX. LOCAL GOVT. CODE, which provides authorization to contract regarding annexation of property and providing infrastructure to property.

NOW, THEREFORE, the District and the City, for the mutual consideration hereinafter stated, agree and understand as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is approximately 75.00 acres of land, more or less, located in the Shelby Glass Survey, Abstract No. 346, Collin County, Texas and more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Property").

2. Required Right-of-Way Dedication to City or County. Within thirty (30) days from City making a written request to District to do so, District agrees to dedicate to City or County free and clear of all liens and encumbrances, by special warranty deed or plat/replat approved by the City, whichever City requests, adequate land, for right-of-way and easements, including but not limited to easements for drainage, slope and temporary construction, for the construction and maintenance of: (i) the western one-half of the portion of the Northern New Road contiguous to the Property, identified as R5 on Exhibit "B"; (ii) a water line in the right-of-way of New Road

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

contiguous to the Property, identified as W4 on Exhibit "B"; (iii) widening or improving the southern one-half of County Road 88 contiguous to the Property, identified as R2 and R3 on Exhibit "B"; (iv) a sewer line in the right-of-way of County Road 88 contiguous to the Property, identified as S2 on Exhibit "B", with each easement or right-of-way anticipated to be located as more specifically described on Exhibit "B" attached hereto and incorporated herein by reference ("Required Dedications").

3. Construction of New Road.

A. At its sole cost and expense, City shall design and construct the Southern New Road beginning at the southeast corner of the Property and extending to an existing thoroughfare or collector street designed and constructed in compliance with the subdivision regulation ordinances and thoroughfare standard ordinances of the City, which anticipated location is more specifically described on Exhibit "B" and identified as R6 thereon.

B. District shall design and construct the western half of the Northern New Road beginning at County Road 88 and running southbound along the eastern border of the Property to the southeast corner of the Property as a forty-five (45) foot wide right-of-way four (4) lane, two (2) lanes each direction, concrete thoroughfare designed and constructed in compliance with the subdivision regulation ordinances and thoroughfare standard ordinances of the City, which anticipated location is more specifically described on Exhibit "B" and identified as R5 thereon.

C. If County Road 88 is not extended east from New Road to eliminate the ninety degree turns in existing County Road 88 and rejoin existing County Road 88 to the east, reflected on Exhibit "B" as R4, at the time the Northern New Road Improvements are constructed, then City, at its sole cost and expense, may alter the intersection of Northern New Road and County Road 88 and then reconfigure the intersection at the time the City or the property owner initiate construction of the portion of County Road 88 reflected as R4.

D. City shall cause the Southern New Road and eastern half of the Northern New Road to be completed when the City determines it is necessary. City shall not withhold a certificate of occupancy based upon the Roadway Improvements not being completed.

4. County Road 88 from Preston Road through the Property.

A. The City and District acknowledge and agree that the existing two asphalt lanes of County Road 88 beginning at State Highway 289/Preston Road ("Preston Road") and extending easterly to the northwest corner of the Property (identified as R1 on Exhibit "B") are sufficient to serve the Property following construction of the educational facilities by District. Prior to applying for a building permit, District will provide City a traffic impact analysis of the Property with the educational facilities expected to be built showing the anticipated impact on the intersection of County Road 88 and Preston Road.

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

If supported by the traffic impact analysis, in the City's reasonable discretion, the City shall construct, and the District shall pay the costs of, a left turn lane on County Road 88 to turn south on Preston Road from west bound County Road 88 and/or a right turn lane to turn east on to County Road 88 from north bound Preston Road ("Intersection Improvements"). City shall provide all right-of-way necessary and all Texas Department of Transportation ("TxDOT") approvals required for the Intersection Improvements.

B. The parties acknowledge that improvements to Preston Road have been funded by TxDOT and, as of the date of this Agreement, the improvements are under environmental review by TxDOT. If TxDOT has constructed, or is scheduled to start construction within twelve months of the date classes are anticipated to begin on the Property, then District will not be required to pay for construction of any turn lanes or other improvements to Preston Road.

C. The City and District acknowledge and agree that the existing two asphalt lanes of County Road 88 adjacent to the Property (identified as R2 and R3 on Exhibit "B") are sufficient to serve the Property following construction of the educational facilities by District. When supported by future off-site development, or as determined by the City based upon a traffic impact analysis, County Road 88 shall be widened and improved by another property owner or the City, which improvements shall include any deceleration or turn lanes needed on County Road 88 to turn into an entrance to the Property ("County Road 88 Improvements"). District shall provide all right-of-way necessary for County Road 88 Improvements on the Property as required by Paragraph 2. above, and City shall provide all right-of-way necessary for County Road 88 Improvements off the Property. In satisfaction of, and in lieu of, all of District's obligations to design and construct any portion of County Road 88, District shall deposit four hundred twenty-one thousand two hundred twenty-three and 21/100 dollars ($421,223.21) with the City for City to use for County Road 88 Improvements prior to the City issuing a certificate of occupancy for the Property.

5. Construction of Sewer and Water Infrastructure.

A. The City has a sewer line in place along Preston Road with sufficient capacity to serve the Property ("City's Existing Sewer"). City shall allow District to connect to City's Existing Sewer.

i. City shall construct, with District paying the cost and expense required herein, a gravity flow sewer line from the Property to City's Existing Sewer ("District Sewer Line"). The exact location of the District Sewer Line shall be determined upon final engineering by the District and shall be subject to the approval of the City's engineer, using reasonable discretion. The parties intend to use their best efforts to locate the District Sewer Line running from the northwest portion of the Property running west along County Road 88 and then cutting across private property on a southwesterly diagonal to Preston Road, depicted on Exhibit "B" as S1. If the anticipated route cannot be acquired, the District Sewer Line may alternatively be located along County Road 88 or Carter Ranch Road.

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

ii. City agrees that the District Sewer Line may be placed in City's existing, or future acquired, right-of-way or easements. City shall acquire all necessary sewer easements or right-of-way, not located on the Property, at its sole cost and expense, for the District Sewer Line.

iii. District shall pay for construction of sewer lines located on or off of the Property that are a size sufficient to serve the Property, as determined by the District's engineer and approved by the City's Engineer, and City shall pay the proportionate cost for any over sizing of the sewer lines which is in excess of the size paid for and constructed by District. It is anticipated that the sewer line on the northern boundary of the Property, identified as S2 on Exhibit "B", will not be needed to serve the Property, and in such case, District shall not be required to pay for the construction of any of said sewer line.

B. The City has a twelve inch water line in place along Preston Road and Carter Ranch Road with sufficient capacity to serve the Property ("City's Existing Water"). City's master plan calls for a water tower to be located in the vicinity of the intersection of County Road 88 and County Road 87 ("City's Future Water"). City makes no representations about when, or if, City's Future Water will be constructed. City shall allow District to connect to either City's Existing Water or City's Future Water, whichever is preferred by District and approved by the City's Engineer. City shall ensure capacity is available for District in City's Existing Water. It is estimated by the District that it could be as long as ten years before construction of educational facilities on the Property occurs.

i. District shall construct, at its sole cost and expense, a water line from the Property to City's Existing Water or City's Future Water ("District Water Line"). The exact location of the District Water Line shall be determined upon final engineering by the District and shall be approved by City's engineer, using reasonable discretion.

ii. The parties intend to use their best efforts to locate the District Water Line in existing street rights-of-way. City shall acquire all necessary sewer easements or right-of-way, not located on the Property, at its sole cost and expense, for the District Sewer Line. City agrees that District may place the District Water Line in City's existing, or future acquired, rights-of-way or easements.

iii. District shall pay for construction of water lines located on or off of the Property that are a size sufficient to serve the Property, up to eight (8) inches as determined by District's engineer, and City shall pay the proportionate cost for any over sizing of the water lines which is in excess of the size paid for and constructed by District.

6. <u>Impact Fees/Park Dedication and Building Permits</u>.

A. The City will not assess water, sewer or thoroughfare impact fees, whether now existing or adopted in the future, against the District, in relation to development of the Property.

B. The City will not assess park dedication fees against the District or impose park

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

land dedication requirements against the District, whether now existing or adopted in the future, in relation to development of the Property.

C. As of the Effective Date of this Agreement, the City out-sources building permit and inspection services to a third party contractor. The City shall only charge District City's actual cost of receiving building permit and inspection services from its third party contractor. If City is performing building permit and inspection services using the City's employee(s), and not a third party contractor, at the time of request by the District for a building permit or construction inspection(s), then the City shall assess not more than 50% of the then current permit or inspection fees against District.

7. Attorney's Fees. In any legal proceeding brought to enforce the terms of this Agreement the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code.

8. Default. In the event any party fails to comply with the terms of this Agreement, the other party has the right to enforce the terms of this Agreement by specific performance or by any other remedy available to it at law or in equity.

9. Notice. Any notice to be given or to be served upon a party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the party (or such party's agent or representative) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth below. Any party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

If Notice to District:

Dr. Cary Israel
Collin County Community College District
Courtyard Center
4800 Preston Park Blvd.
Plano, TX 75093

With a copy to:

Strasburger & Price
Attn: Paul Sander
2801 Network Blvd. Ste. 600
Frisco, TX 75034

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

If Notice to City:
Jason Gray
City Manager
142 North Ohio
Celina Texas 75009

With a Copy to:

City Attorney
Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 West Hickory, Suite 100
Denton, Texas 76201

10. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and payment and other obligations of this Agreement are specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

11. Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision hereof, 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 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.

12. No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver by City or District of its governmental immunity.

13. Authority. Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

14. Term. The term of this Agreement shall be fifteen (15) years after the effective date below. This Agreement shall automatically renew for one (1) additional fifteen (15) year term if development of the Property by the District is still ongoing. No term of this Agreement shall be affected by completion of annexation of the Property.

15. Miscellaneous.

a. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to this Agreement.

b. This Agreement shall be deemed drafted equally by all parties hereto. The

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

c. Time is of the essence in this Agreement.

d. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

e. This Agreement is drafted for the benefit of the parties, as does not and shall not confer or extend any benefit or privilege to any third party.

f. This Agreement is not assignable, except upon receipt of the advanced written consent of the non-assigning party.

g. This Agreement is specific to the parties hereto, shall not be recorded in the land records and does not run with the land.

By: _____
Dr. Cary Israel RBH 8/4/09

By: _____
Jason Gray, City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
District Attorney

APPROVED AS TO FORM:

By: _____
City Attorney

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

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By: _____
Dr. Cary Israel RBN 8/4/09

By: _____
Jason Gray, City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
District Attorney

APPROVED AS TO FORM:

By: _____
City Attorney

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 4th day of August, 2009 by Dr. Cary Israel, President of the Collin County Community College District on behalf of said District.

SHIRLEY K. HARMON
MY COMMISSION EXPIRES
November 4, 2012

Notary Public, State of Texas 11/4/2012 Expires

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2009, by Jason Gray, City Manager of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 4th day of August, 2009 by Dr. Cary Israel, President of the Collin County Community College District on behalf of said District.

SHIRLEY K. HARMON
MY COMMISSION EXPIRES
November 4, 2012

Notary Public, State of Texas 11/4/2012 Expires

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on 08-08, 2009, by Jason Gray, City Manager of the City of Celina, Texas on behalf of said City.

VICKI J. FAULKNER
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
SEPT. 22, 2011

Notary Public, State of Texas

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

Exhibit A GF-Number 09R21389

BEING a 75.0000 acre tract of land out of the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No. 2005-0005697, Official Public Records of Real Property of Collin County, Texas, said tract also being part of a tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with "KHA" cap set in the South right-of-way line of County Road No. 88 (a variable width right-of-way) and in the East line of a tract of land described in Special Warranty Deed to 19 FM Ltd. recorded in Instrument No. 20070606000766060, Official Public Records of Collin County, Texas; from said point a 1/2 inch iron rod found at the Northeast corner of said 19 FM Ltd. tract bears North 00 degrees 33 minutes 04 seconds West, a distance of 39.13 feet;

THENCE departing the said East line of the 19 FM Ltd. tract and along the South right-of-way line of said County Road No. 88, the following courses and distances:

North 89 degrees 38 minutes 04 seconds East, a distance of 854.43 feet to a 5/8 inch iron rod with "KHA" cap set for corner at the beginning of a tangent curve to the right with a radius of 1356.38 feet, a central angle of 39 degrees 54 minutes 51 seconds and a chord bearing and distance of South 70 degrees 24 minutes 31 seconds East, 925.91 feet;

In a Southeasterly direction along said curve, an arc distance of 944.90 feet to a 5/8 inch iron rod with "KHA" cap set for corner;

THENCE leaving said South right-of-way line, the following courses and distances:

South 39 degrees 32 minutes 55 seconds West, a distance of 200.00 feet to a 5/8 inch iron rod with "KHA" cap set for the beginning of a tangent curve to the left with a radius of 750.00 feet, a central angle of 63 degrees 57 minutes 08 seconds, and a chord bearing and distance of South 07 degrees 34 minutes 21 seconds West, 794.35 feet;

In a Southwesterly direction along said curve, an arc distance of 837.13 feet to a 5/8 inch iron rod with "KHA" cap set for corner;

South 24 degrees 24 minutes 13 seconds East, a distance of 239.76 feet to a 5/8 inch iron rod with "KHA" cap set for the beginning of a tangent curve to the right with a radius of 1000.00 feet, a central angle of 23 degrees 51 minutes 09 seconds, and a chord bearing and distance of South 12 degrees 28 minutes 39 seconds East, 413.30 feet;

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

Exhibit A (Continued) GF-Number 09R21389

In a Southeasterly direction along said curve, an arc distance of 416.30 feet to a 5/8 inch iron rod with "KHA" cap set for corner;

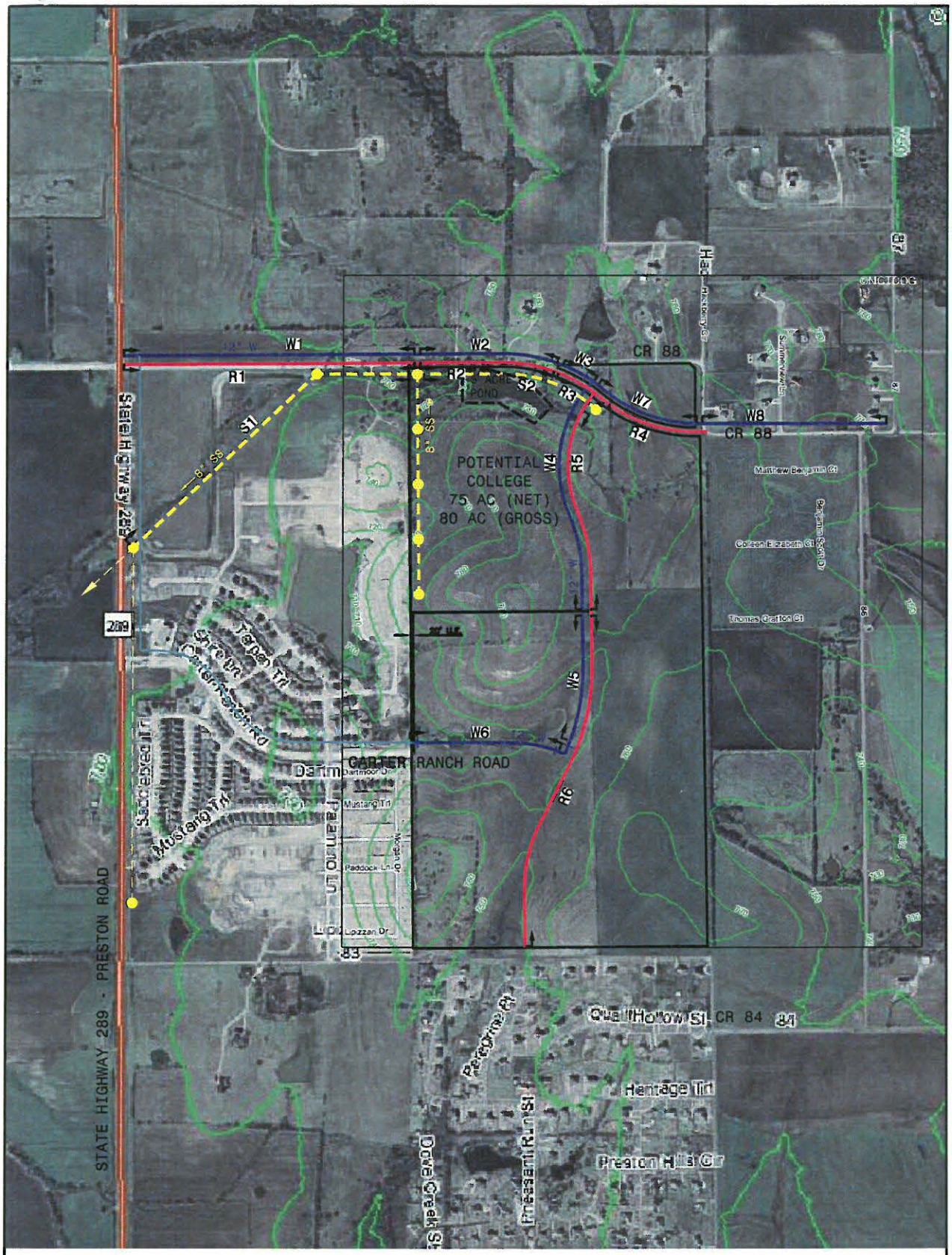
South 00 degrees 33 minutes 04 seconds East, a distance of 242.54 feet to a 5/8 inch iron rod with "KHA" cap set for corner;

South 89 degrees 26 minutes 56 seconds West, a distance of 1665.00 feet to a 5/8 inch iron rod with "KHA" cap set for corner in the East line of The Carter Ranch Phase IIA, an addition to the City of Celina, Texas according to the plat recorded in Cabinet 2007, Page 292, Map Records of Collin County, Texas, and in Instrument No. 20070531010001890, Official Public Records of Collin County, Texas;

THENCE with said East line and the East line of said 19 FM Ltd. tract, North 00 degrees 33 minutes 04 seconds West, a distance of 2127.18 feet to the POINT OF BEGINNING and containing 75.0000 acres or 2,266,999 square feet of land.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)



LEGEND

- PROPOSED SEWER
- 12" W — EXISTING WATER
- 12" W — PROPOSED WATER
- PROPOSED ROAD

JOB NUMBER: 104.55

TOMDEN ENGINEERING, L.L.P.
12653 N. Central Expwy., Suite 1010
Dallas, Texas 75243
Ph: 972.388.8440 Fax: 972.388.8460
mail@tomden.com

EXHIBIT "B"

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

Strasburger
ATTORNEYS AT LAW

October 16, 2009

JULIE FORT
469.287.3956
Direct Fax: 469.227.6585
julie.fort@strasburger.com

Mr. Ralph G. Hall
Collin County Community College District
Courtyard Center
4800 Preston Park Blvd.
Plano, TX 75093

Re: Development Agreement Between City of Celina and Collin County Community College District

Dear Mr. Hall:

Enclosed for your file is the Original Development Agreement between the City of Celina and Collin County Community College District which was recorded on October 1, 2009 at Document Number 20091001001221050 in the Official Public Records of Collin County, Texas. Matthew Marchant previously sent you a copy of the Development Agreement but we just received the original from the Collin County Recording Department and wanted you to have the original for your file.

If you have any questions, please feel free to contact me.

Very truly yours,

Julie Fort

Julie Fort

JF/amw
enclosures

Attachment: 2009 Executed Development Agreement with the City of Celina (Collin College Offsite Sewer, Project S10)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Manager
CC:	Kim Brawner, Director of Engineering
Date:	May 12, 2020
Re:	Prosper Elementary School #12

Action Requested:
Consider and act to award bid 2020-0031 for the Prosper Elementary School #12 for Traffic Markings/School Flashers to ALEKSANDER OMEGA LLC in an amount not to exceed $73,740.00 plus a ten percent contingency of $7,374.00 for a total of $81,114.00 and to reject Taurus Commercial, Inc. (Berry)

Background Information:
On April 23, 2020, the City received responses to bid 2020-0031 for Prosper Elementary School #12 (Sam Johnson Elementary) . The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred sixty-seven vendors were notified. Two submittals were received. Staff and the contracted engineer reviewed the bids and recommends the apparent lowest responsible bidder, Aleksander Omega, LLC. Additionally, staff is requesting the bid received from Taurus Commercial, Inc. be rejected as incomplete. The vendor did not submit their bid bond, W9, Experience Record, and forms 00401 Compliance to State Law or 00403 Compliance to Sales Tax.

Alternatives:
Council may reject the award and redirect staff.

Financial Considerations:
Funding is available in the current budget and will be tracked in project R39. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Standard contract documents have been used and previously reviewed.

Supporting Documents:
Tab Sheet
Agreement

Staff Recommendation:
Staff Recommends awarding bid 2020-0031, Project R39

				Taurus Commercial, Inc.		ALEKSANDER OMEGA LLC	
				Total Price	$ 64,480.18	Total Price	$ 73,740.00
Line #	**Description**	**QTY**	**UOM**	Unit	Extended	Unit	Extended
1	**Sam Johnson Elementary Striping and Signage.**						
1.1	Barricades, Signs, and Traffic	1	LS	$ 4,014.12	$ 4,014.12	$ 5,500.00	$ 5,500.00
1.2	Remove Existing Pavement Markings	1	LS	$ 1,411.76	$ 1,411.76	$ 1,500.00	$ 1,500.00
1.3	Relocate Existing Sign and Post	4	EA	$ 470.59	$ 1,882.36	$ 500.00	$ 2,000.00
1.4	Adjust Exisitng Landscaping and Irrigation	1	LS	$ 1,176.47	$ 1,176.47	$ 1,000.00	$ 1,000.00
1.5	Traffic Sign(s) and Post (Decorative Pole City Detail)	11	EA	$ 1,405.88	$ 15,464.68	$ 500.00	$ 5,500.00
1.6	School Flasher Assembly and Foundation	2	EA	$ 6,544.06	$ 13,088.12	$ 13,000.00	$ 26,000.00
1.7	12" White Thermoplastic Pavement Marking	375	LF	$ 14.83	$ 5,561.25	$ 6.00	$ 2,250.00
1.8	24" White Thermoplastic Pavement Marking	256	LF	$ 24.53	$ 6,279.68	$ 10.00	$ 2,560.00
1.9	White Yield Triangle Thermoplastic Pavement Marking	14	EA	$ 29.41	$ 411.74	$ 45.00	$ 630.00
1.10	4" Concrete Sidewalk	64	SY	$ 127.05	$ 8,131.20	$ 200.00	$ 12,800.00
1.11	Concrete Curb Ramp	4	EA	$ 1,764.70	$ 7,058.80	$ 3,500.00	$ 14,000.00

SECTION 00400
EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between City of Celina (OWNER) and Aleksander Omega, LLC, (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

2020-0031
Prosper Elementary School #12 (Sam Johnson Elementary)

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Installing concrete sidewalk, concrete curb ramps, pavement markings, signs and sign posts, and solar flashers for a proposed school zone area around Sam Johnson Elementary School on Waterview Trail.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by: Kimley Horn and Associates, Inc.

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **xx** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **xx** days after the date when the Contract Times commence to run.

Attachment: 00-400 - Standard Form of Agreement (Prosper Elementary School #12)

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

For all Work other than Unit Price Work, a Lump sum of: $xxxx
All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the ***last*** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

    a. ***95%*** of Work completed (with the balance being retainage).

b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

Attachment: 00-400 - Standard Form of Agreement (Prosper Elementary School #12)

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. Addenda;
10. Exhibits to this Agreement (enumerated as follows):
    a. CONTRACTOR'S Bid Response;
    b. Documentation submitted by CONTRACTOR prior to Notice of Award;
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

Attachment: 00-400 - Standard Form of Agreement (Prosper Elementary School #12)

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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 bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on May 12, 2020 (the Effective Date of the Agreement).

EXECUTED in single or multiple originals, this 12th day of May, 2020.

CITY OF CELINA, TEXAS

_____
Jason Laumer, City Manager

Address for giving notices:
142 N. Ohio
Celina, TX 75009
Attn: Contracts
469-813-4194
contracts@celina-tx.gov

QUALITY EXCAVATION, LTD.

_____

_____
Printed Name & Title

Address for giving notices:

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Manager
CC:	Kim Brawner, Director of Engineering
Date:	May 12, 2020
Re:	Utah Drive & Cedar Street Storm Drain Improvements Design

---

Action Requested:
Consider and act to authorize work order 2020-0006 with Peloton Land Solutions for design services for Utah Drive & Cedar Street Storm Drain Improvements, Project D31 in an amount not to exceed $104,690.00. (Berry)

Background Information:
The City maintains an executed Master Services Agreement with Peloton Land Solutions to provide on-call engineering services. Staff has requested Peloton provide services which consists of project management, field topographic survey, subsurface utility engineering (SUE), preparation of easement documents, preparation of construction plans & documents, and assistance with bidding and construction.

Alternatives:
Council may reject authorization of the agreement and direct staff.

Financial Considerations:
Funding is available in the current budget and will be tracked in Project D31.

Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Standard contract documents have been used and previously reviewed.

Supporting Documents:
Work Order 2020-0006

Staff Recommendation:
Staff recommends authorizing the design work order 2020-0006.

Engineering Department
City of Celina, Texas

MASTER SERVICE AGREEMENT (MSA) TASK ORDER

Work Authorization No. 2020-0006

Pursuant and subject to the above captioned MSA dated March 14, 2019 between the City of Celina, Texas and Peloton Land Solutions, Inc., the City of Celina hereby requests that CONSULTANT performs the work described below upon the terms set forth:

Work Site: Utah-Georgia and Arizona-Colorado Storm Drain Improvements

Work to be performed: Develop construction drawings for +/- 3,350 linear feet of storm drain improvements, with associated inlets, laterals, and outfall structure.

Date and Time to Commence: Upon holding a kickoff meeting with City Staff.

Date and Time to Complete: Within 6 months of the kickoff meeting.

Invoice Mailing Instructions:
City of Celina
Attn: Kimberly Brawner, P.E.
Director of Engineering
142 N Ohio
Celina, TX 75009
kbrawner@celina-tx.gov

Other Requirements or Variance from MSA (if any):
None.

CONSULTANT PROVIDED INFORMATION:

Compensation: $104,690.00

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

Consultant: Via attached contract

Timothy Whitefield, P.E., CFM
Associate, Project Manager

4/28/2020
Date

City Representative:

Jason Laumer,
City Manager

Date

Attachment: Work Order 2020-0006 Utah Dr. & Cedar Street Drain Improvements. (Utah Drive & Cedar Street Storm Drain Improvements Design)

PELOTON LAND SOLUTIONS

Attachment "A"

Engineering Services – Design of Utah Drive & Cedar Street Storm Drain Improvements

Work Authorization #3

(City Project #D31)

Scope of Work

The scope defines the engineering and surveying services to be performed by Peloton Land Solutions, Inc. (Peloton) for the City of Celina (City) on Work Authorization #3 of the Utah Drive & Cedar Street Storm Drain Improvements project (City Project #D31). A report titled *Master Drainage Study*, dated December 2017 and prepared by Garver for the City of Celina, identifies conceptual drainage improvements in the downtown area. The scope of this task order is to develop construction plans for portions of the improvements described in sections 8.1.3 and 8.1.4 of the report as the Utah-Georgia and Arizona-Colorado systems, respectively. Specifically, these construction plans will begin at the outfall located southeast of W. Sunset Boulevard and S. Utah Drive, where the system drains into an existing earthen channel. The improvements will be to construct a new 2 - 6' x 3' multi-box culvert (MBC) north along the east side of S. Utah Drive to the intersection of Utah and W. Cedar Street, then transitioning to a single 6' x 3' box culvert that extends east to the intersection of Cedar and Arizona Street. Inlets will be added to S. Utah Drive as needed, as well as inlets at the Cedar/Utah, Cedar/Georgia, and Cedar/Arizona intersections. Project scope includes all street crossings of future connections (Utah Drive, S Georgia Drive, and Arizona Dr) and the furthest downstream inlets of said future connections.

This scope of services consists of project management, field topographic survey, subsurface utility engineering (SUE), preparation of easement documents, preparation of construction plans & documents, and assistance with bidding and construction.

Proposed Services – Work Authorization #3

1.0 Design Management

1.1 Project Meetings

Peloton will orchestrate and attend project meetings as directed by the City to ensure the design team, City, and citizens of Celina remain informed and have direct input on the project. These meetings will include:

- Project kick-off meeting with the City;
- Design review meetings or calls (3) with the City, at or after milestone (30/60/Final) submittals;
- Periodic conference calls with City staff to discuss status and design issues (biweekly);

1.2 Project Team Management

Peloton will lead, manage, and direct design team members and activities to ensure quality, timeliness, and performance. This management will include:

- Orchestrating and hosting internal team meetings;
- Communication and reporting;

Attachment: Attachment A - Scope of Work-Downtown Storm Drain 2020.04.28 (Utah Drive & Cedar Street Storm Drain Improvements Design)

- Meeting agendas and minutes;
- Monthly invoicing & progress reports to the City;
- Programmed QA/QC review;
- Sub-consultant coordination and oversight;
- Project schedule preparation and updates.

Work on this task order is expected to commence in May 2020, with an estimated duration of 6 months to produce 100% level construction plans & documents. Project management effort after this point will be considered (and billed as) bid or construction phase services.

2.0 Data Collection & Conceptual (30%) Design

Limited information is available as part of the Master Drainage Study. The data collection described below will improve on this data to a level required for detailed design.

2.1 Data Collection

Peloton will perform research and collect data for the project analysis and design, with services to include:

- Obtain and review record drawings, utility design plans, and previous studies
- Perform an initial site visit with investigative photo documentation
- Obtain and review City standard drawings, specifications, and design guides
- Research and obtain property owner information (plats and right-of-way documents for the affected streets and elementary school)

2.2 Topographic Survey

Peloton will perform detailed topographic field surveys along and adjacent to the project corridor as needed to carry out the design of this project. The survey will consist topography and surface features along the project corridor as described in the introduction. It is assumed that all survey will take place in public easements, right-of way, or school property. This scope assumes that the City will assist in gaining access to adjacent private properties if necessary.

2.3 Subsurface Utility Investigation

Peloton has engaged a subconsultant to provide subsurface utility engineering (SUE) services. This scope of work is included with this task order and is attached as an appendix.

2.4 ROW/Easement Research and Boundary Survey

Peloton will research record documents and field locate available on-ground property monumentation along the project corridor. This information will be used to develop a right-of-way/easement control drawing and boundary survey. This research and surveying will include:

- Determination of locations and ownerships of existing public rights-of-way and easements (research current public record to determine ownership of impacted lands and those easements discovered during the research). If any takings or easements are determined during the design, a title search will be performed by the City's right-of-way agent, and the information provided to Peloton for use. The work of the right-of-way agent is not included in this scope of work.

Attachment: Attachment A - Scope of Work-Downtown Storm Drain 2020.04.28 (Utah Drive & Cedar Street Storm Drain Improvements Design)

- Confirmation of locations and existing monumentation and property line/corner identifiers (iron rods, caps, corner witnesses, stakes, fencing, etc.) with field measurements
- Correlation of rights-of-way, easements, and property lines with project control and base topographic drawings.

2.5 Conceptual (30%) Design Engineering Plans

Peloton will prepare a Conceptual Engineering Design Plans package for the project limits described in the introduction of this scope. This submittal package will represent a level of completeness, as related to the 100% Construction Documents, of roughly 30%. The plans will reflect the storm drain geometry, plan, and profile; inlet locations; proposed grading; existing utility information and proposed adjustments; benchmarks and control information; proposed easements; and a list of anticipated standard and/or special construction details.

2.6 Conceptual Drainage Design Report

Based on the 30% design, Peloton will prepare a conceptual drainage design report. This report will serve to update the City's 2017 Master Drainage Study for this system with respect to the proposed improvements, which are less than the full build-out of improvements for the Utah-Georgia Project Area. The report will also update drainage calculations to meet the City's current engineering standards, which have been updated since the 2017 report. The report will also determine and document channel capacity of the receiving channel located south of W. Sunset Boulevard, as this could have an impact on tailwater and subsequent function of the proposed improvements.

3.0 Engineering Plans (60% Design)

Peloton will prepare an Engineering Design Plans package addressing review comments from the Conceptual Plans, objectives identified in a site constructability review, and as further refined in the project design process. This submittal package will represent a level of completeness, as related to the 100% Construction Documents, of roughly 60%. The project schedule will be updated with this submittal package along with other documentation listed in the following sub-tasks.

3.1 Site Visit/Constructability Review

Peloton will orchestrate and participate with the City in an on-site project corridor walk-through to evaluate elements of Conceptual Design Plans and conduct a constructability review for concerning elements of the project. It is anticipated that this review will occur prior to or on concert with the preparation of the Engineering Plans.

3.2 Engineering Plans (60%)

Peloton will prepare and submit Engineering Plans to the City for review and comment. This plan set will be prepared in accordance with the City's Engineering Standards and include:

- Cover sheet with sheet index
- General notes sheet
- ROW/easement layout sheet with horizontal and vertical control
- Existing conditions
- Demolition plans
- Surface utility adjustment plans

- Drainage area maps and calculations
- Plan and profile storm drain plans
- Project phasing and traffic control plans
- Standard construction details
- Erosion control plans

3.3 Preliminary Project Specifications

Peloton will provide Preliminary Project Specification to support the Engineering Plans. The specifications book will be based on the latest edition of City's Technical Specifications and/or the North Central Texas Standard Specifications for Public Works Construction.

3.4 Quantities and Opinion of Probable Cost (updated)

Peloton will prepare and submit to the City an updated quantity takeoff and opinion of probable construction cost estimate reflecting changes and additions in the Engineering Plans. City provided unit costs (if available) will be used for this estimate.

4.0 Final Plans and Construction Documents

Peloton will prepare and submit Final Plans (90%) and Construction Documents (100%) for the project. The final submittal will include:

4.1 Final Improvement Plans (90%)

4.2 ROW/Easement Plat (Final)

4.3 Construction Plans (100%)

4.4 Project Specifications (Final)

4.5 Quantities and Opinion of Probable Cost (Final)

5.0 TPDES Permit (SWPPP) Document Preparation

Peloton will prepare erosion control plans, a Storm Water Pollution Prevention Plan (SWPPP), and the Construction Site Notice to be submitted to the City of Celina for approval.

6.0 Bidding Support Services

Peloton will provide Bidding Support to the City for the award of the project to a selected contractor. These services, as normally required for a project of this type and size, will include the performance, preparation, and/or coordination of the following:

- Unit price bid documents
- Contract documents and instructions to bidders
- Contract addenda distribution
- Substitutions and alternate materials review
- Bid opening, tabulation, qualification review, and award recommendation
- Final contract documents (addenda and substitutions incorporated)

7.0 Construction Support Services

Peloton will provide Construction Support to the City to facilitate the construction of the project. These services, as normally required for a project of this type and size, will include the performance, preparation, and/or coordination of the following services and tasks. For this proposal, it is assumed that construction will take no more than 10 months and Peloton will perform an average of two site visits per month for observation, issue resolution, and field reporting.

- Preconstruction conference
- Site visits/observations and progress reports during construction
- Review Geotech field reports, samples, and material submittals
- Review and address RFI/RFC requests, change orders, and shop drawings
- Punch-list walkthrough and final project/acceptance walkthrough
- Record Drawings (PDF) and final electronic CAD drawing files (markups including field measurements to be provided by contractor)

Exclusions

The following Exclusions apply to this Scope of Work:

- Construction staking and as-built surveying;
- Material testing during construction;
- Natural gas pipeline lowering or relocations;
- Environmental permitting or JWOTUS delineations /mitigation planning;
- Traffic impact analysis, studies, or traffic signal designs;
- Landscape designs or improvements, other than revegetation of disturbed areas;
- TxDLR/TAS Accessibility review;
- MTP amendments or updates;
- Retaining walls or structural designs;

Attachment: Attachment A - Scope of Work-Downtown Storm Drain 2020.04.28 (Utah Drive & Cedar Street Storm Drain Improvements Design)

PELOTON LAND SOLUTIONS

Attachment 'B'

Compensation and Fees

Compensation

For all services included in Exhibit A: Scope of Work, Peloton shall be compensated a maximum amount of $ 104,690.00 as summarized in the following table. Tasks 1.0 through 5.0 shall be billed as lump sum amounts, and tasks 6.0 and 7.0 shall be billed as hourly tasks at Peloton's actual billing rates. The subconsultant fee for subsurface utility engineering, included in Task 2.0 as $17,825.00, is a maximum amount as provided in the subconsultant's scope. If the subconsultant bills less than this amount, Peloton will bill the City the actual amount and reduce the maximum fee accordingly. This maximum fee shall be considered full compensation for all labor, materials, supplies, travel expenses, equipment, and sub-consultant fees necessary to deliver the services described in herein. The lump sum and hourly total fee shall not be exceeded without prior authorization from the City. If additional services are required beyond this Scope of Work, compensation shall be per corresponding contract addenda.

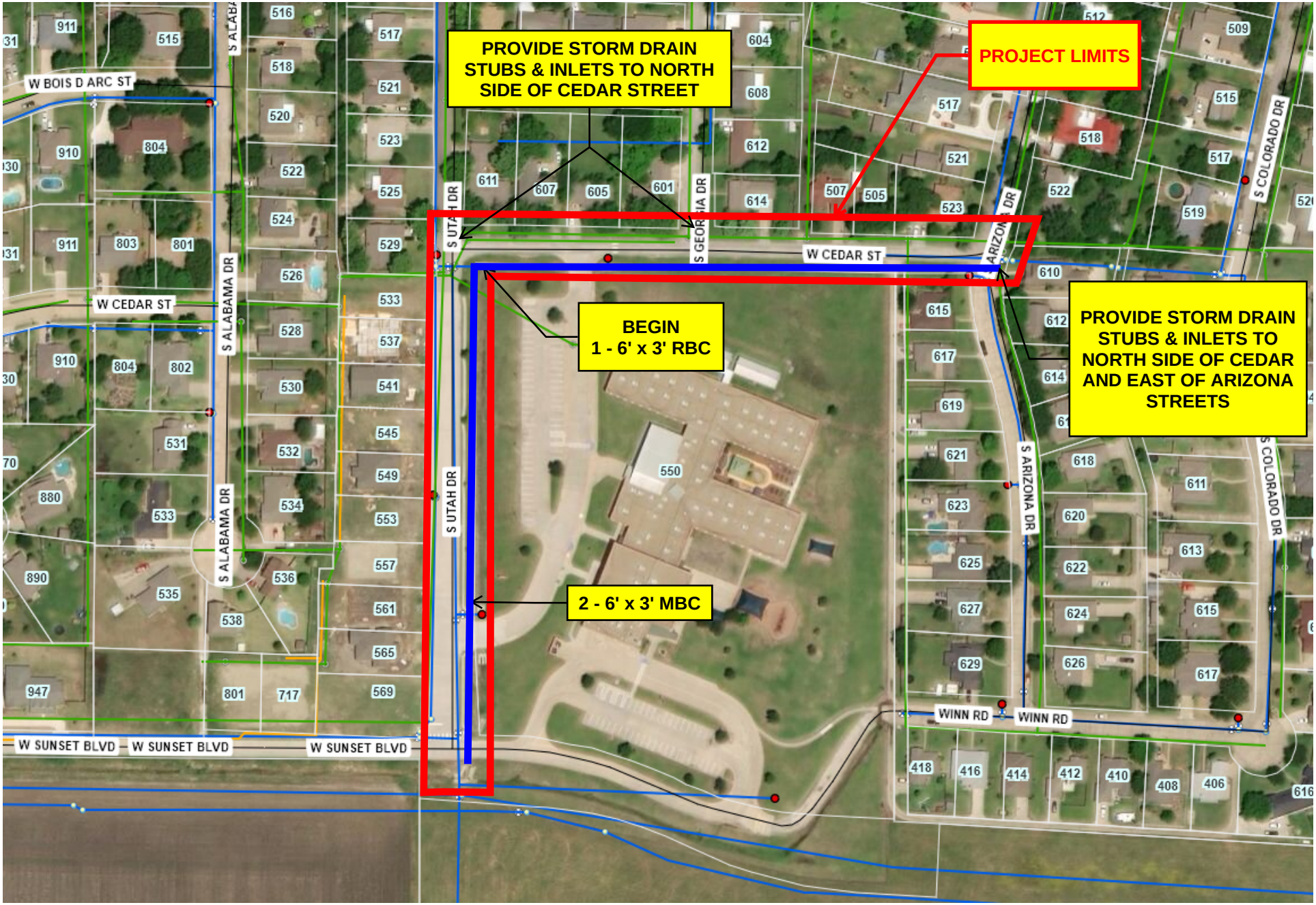
Lump Sum Fee Summary

Task	Fee
1.0 Design Management	$7,420.00
2.0 Data Collection & Conceptual (30%) Design	$54,955.00
3.0 Engineering Design (60%)	$17,260.00
4.0 Final Plans & Construction Documents	$11,335.00
5.0 TPDES Permit Document Preparation	$3,510.00
6.0 Bidding Support Services	$3,090.00
7.0 Construction Support Services (Time & Materials, not to exceed)	$5,120.00
Reimbursable Expenses (estimated)	$2,000.00
Total Lump Sum	**$104,690.00**

Attachment: Attachment A - Scope of Work-Downtown Storm Drain 2020.04.28 (Utah Drive & Cedar Street Storm Drain Improvements Design)

Exhibit A

UTAH-GEORGIA & ARIZONA-COLORADO STORM DRAIN PROJECT AREA



Attachment: Exhibit A - Celina Storm Drain Map-Project Limits 2020.04.28 (Utah Drive & Cedar Street

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kim Brawner, Director of Engineering
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	Resolution for FM 1385 Task Force

Action Requested:
Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting forth its support for the FM 428 Task Force (Brawner)

Background Information:
The City of Aubrey is initiating the development of schematic design for FM 428 through the City of Aubrey and Celina. In Celina, portions of FM 428 will serve as the Denton County Outer Loop. Denton County and the Cities of Denton, Aubrey, and Celina have all designated an alignment for the Outer Loop on their Master Thoroughfare Plans; however, no preliminary design has started. Celina will be working with City of Aubrey and City of Denton staff to start the evaluation for the design of the Outer Loop.

As development continues to occur in western Celina, the need to reserve the ROW for the Outer Loop becomes critical. No time line has been set for the Denton County Outer Loop to be constructed.

Board Review/Citizen Input:
N/A

Alternatives:
Council could choose to not authorize resolution.

Financial Considerations:
N/A

Legal Review:
Standard resolution of support language

Supporting Documents:
Resolution

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS SUPPORTING THE OUTER LOOP/FM 428 TASK FORCE.

WHEREAS, a proposed alignment for the Denton County Outer Loop has been designated on the City of Celina, City of Aubrey, City of Denton and Denton County Thoroughfare Plan

WHEREAS, portions of FM 428 have been designated as the proposed route of the Denton County Outer Loop through Celina; and

WHEREAS, development along F.M. 428 through the City of Celina and adjoining communities is increasing dramatically causing the potential for increasing traffic with collisions and fatalities; and

WHEREAS, the City Council of the City of Aubrey has initiated an effort to accelerate improvements to FM 428 from the Greenbelt, through the City limits of Aubrey to FM 1385 then through Celina from FM 1385 to FM 428/Legacy Road in Celina; and

WHEREAS, it is in the best interest of the citizens of Celina and our surrounding communities to support and the placement of the Outer Loop/FM 428 on the State's Long-Range Planning program.

WHEREAS, a coalition of the City of Celina, City of Aubrey, and other interested parties has been formed to ensure the needs of all citizens living along this corridor are met; and

WHEREAS, the Outer Loop/FM 428 Task Force encourages the Texas Department of Transportation to place the improvements to FM 428 from The Greenbelt to Legacy Road on that Long-Range Planning Program:

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The City of Celina supports the Outer Loop/FM 428 Task Force.

Section 2. The City of Celina hereby encourages the Texas Department of Transportation to place improvements to Outer Loop/FM 428 on that Long-Range Planning Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS on this the 12th day of May 2020.

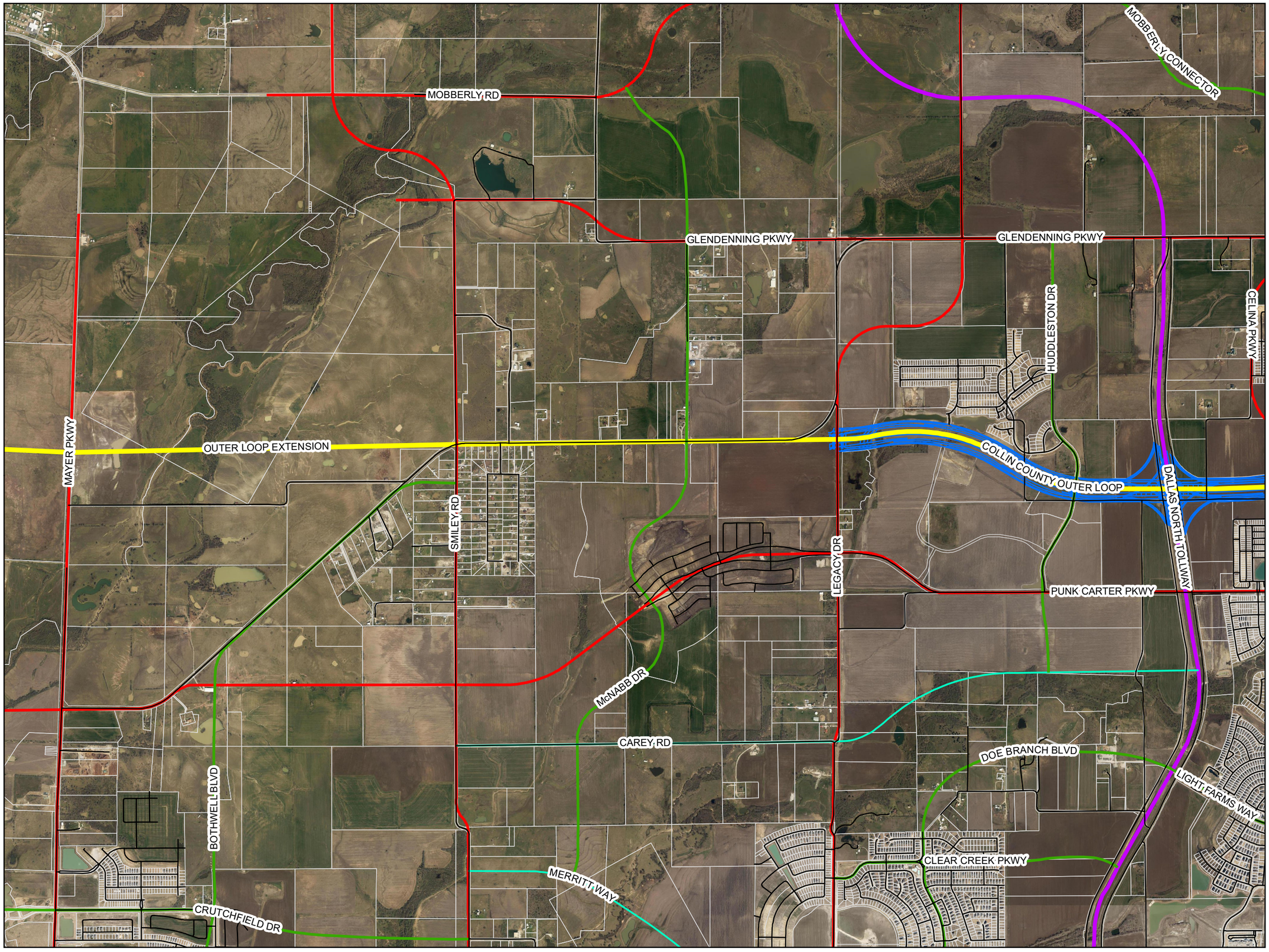
_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

Attachment: RES FM 428 Task Force Celina Revised (FM 428 / Denton County Outer Loop Task Force Resolution)

Task Force



Legend

- Roads
- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW
- Outer Loop Schematic
- Parcels
- Denton County Parcels

N
W E
S

Feet
0 700 1,400 2,800

Date: 5/5/2020

CELINA TEXAS
Life C

Attachment: TaskForce_552020 (FM 428 / Denton County Outer Loop Task Force Resolution)

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: May 12, 2020
Re: ROW Utility Crossings

Action Requested:
Consider and act to authorize the City Manager to execute a Memorandum of Understanding (MOU) with Celina ISD for the use of the athletic fields at Celina Junior High for recreational activities (Brawner/Webb)

Background Information:
Staff met with Celina ISD to discuss the use of the existing baseball and softball fields for public recreational purposes, including but not limited to: baseball and softball activities, a public park, public events, and a public gathering space. In exchange, and in consideration, for this use, City shall maintain the Property in reasonably good repair and substantially the same condition received, ordinary wear and tear excepted, at no cost to the District.

The term of this MOU shall be for a period of one (1) year commencing on the Effective Date and shall renew automatically until such time either Party terminates the agreement.

Board Review/Citizen Input:
None

Alternatives:
None

Financial Considerations:
None

Legal Review:
City Attorney has approved the MOU

Supporting Documents:
MOU
Exhibit

Staff Recommendation:

Staff Recommends Authorizing the City Manager to Execute the MOU

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CELINA, TEXAS, AND CELINA INDEPENDENT SCHOOL DISTRICT

This binding Memorandum of Understanding (the "**MOU**") is made and entered into as of this _____ day of _____, 2020 (the "**Effective Date**"), by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "City"), located in Collin and Denton Counties, and the Celina Independent School District, a political subdivision of the State of Texas (hereinafter referred to as the "District"), both hereinafter known as the "Parties".

RECITALS:

WHEREAS, the District owns certain public property in and around the City; and

WHEREAS, the City desires to use this property for recreational activities in exchange for providing maintenance to the property; and

WHEREAS, the Parties have determined that they have the authority to enter into this MOU.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties agree as follows:

1. Agreement. For the term herein, the Parties agree City may use the highlighted portion of property, generally being ballfields and adjacent areas, (the "Property") depicted in **Exhibit A**, attached hereto and incorporated herein, for public recreational purposes, including but not limited to: baseball and softball activities, a public park, public events, and a public gathering space. In exchange, and in consideration, for this use, City shall maintain the Property in reasonably good repair and substantially the same condition received, ordinary wear and tear excepted, at no cost to the District.

2. Term. The term of this MOU shall be for a period of one (1) year commencing on the Effective Date. This MOU shall renew automatically until such time either Party sends written notice of termination, pursuant to Sections 4 and 5 of this MOU.

3. Recitals. The recitals contained in this MOU (a) are true and correct as of the Effective Date, (b) form the basis upon which the Parties negotiated and entered into this MOU, (c) reflect the final intent of the Parties with regard to the subject matter of this MOU, and (d) constitute a legislative finding by the City Council and District Board. In the event it becomes necessary to interpret any provision of this MOU, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect.

4. Termination. This MOU may be terminated after providing the required notice, upon any one or more of the following:

A. immediately upon mutual written agreement of the Parties;

B. by either Party, thirty (30) days after written notice is provided;

Attachment: MOU for Jr High Fields 4.7.2020 (MOU with Celina ISD)

C. by either Party, if the other Party defaults or breaches any of the terms or conditions of this MOU, and such default or breach is not cured within thirty (30) days after receipt of written notice detailing such default or breach.

5. Notices. All notices required or contemplated by this MOU (or otherwise given in connection with this MOU) (a "**Notice**") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective on the earlier of (a) on the third (3rd) day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile or email, (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed), or (c) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, delivery by facsimile (with a confirmation copy sent by regular mail), or delivery by email (with a confirming copy sent by one of the other methods set forth herein). Notices given pursuant to this Section shall be addressed as follows:

To the City:	City of Celina 142 North Ohio Street Celina, Texas 75009 Attention: City Manager Telephone: (972) 283-2682 Facsimile: (972) 382-3736 Email: jlaumer@celina-tx.gov
With a copy to:	Julie Fort Messer, Fort & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 Telephone: (972) 668-6400 Facsimile: (972) 668-6414 Email: Julie@txmunicipallaw.com
To the District:	Celina Independent School District Attention: Superintendent 205 S. Colorado Street Celina, Texas 75009

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Parties. If any date or any period provided in this MOU ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Attachment: MOU for Jr High Fields 4.7.2020 (MOU with Celina ISD)

6. Limitations of Agreement. The Parties hereto acknowledge that this MOU is limited to the matters specifically required herein. This MOU does not waive or limit any of the obligations of the Parties under any other ordinance or agreement, whether now existing or in the future arising.

7. Immunity and Defenses. It is expressly understood and agreed that, in the execution of this MOU, no party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this MOU, the parties do not create any obligations, express or implied, other than those set forth herein, and this MOU shall not create any rights in parties who are not signatories.

8. Exhibit. The following exhibit is attached to and incorporated into this MOU and a part of this MOU:

Exhibit A Depiction of Junior High Ball Fields; the Property

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

CITY OF CELINA

_____
Sean Terry, Mayor

Date: _____

ATTEST:

_____
Vicki Tarrant, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: MOU for Jr High Fields 4.7.2020 (MOU with Celina ISD)

CELINA INDEPENDENT SCHOOL DISTRICT
COLLIN COUNTY, TEXAS

_____
Rick DeMasters, Superintendent

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 2020 by Rick DeMasters, of Celina Independent School District**,** a political subdivision of the State of Texas, on behalf of said independent school district.

_____
Notary Public, State of Texas

(SEAL)

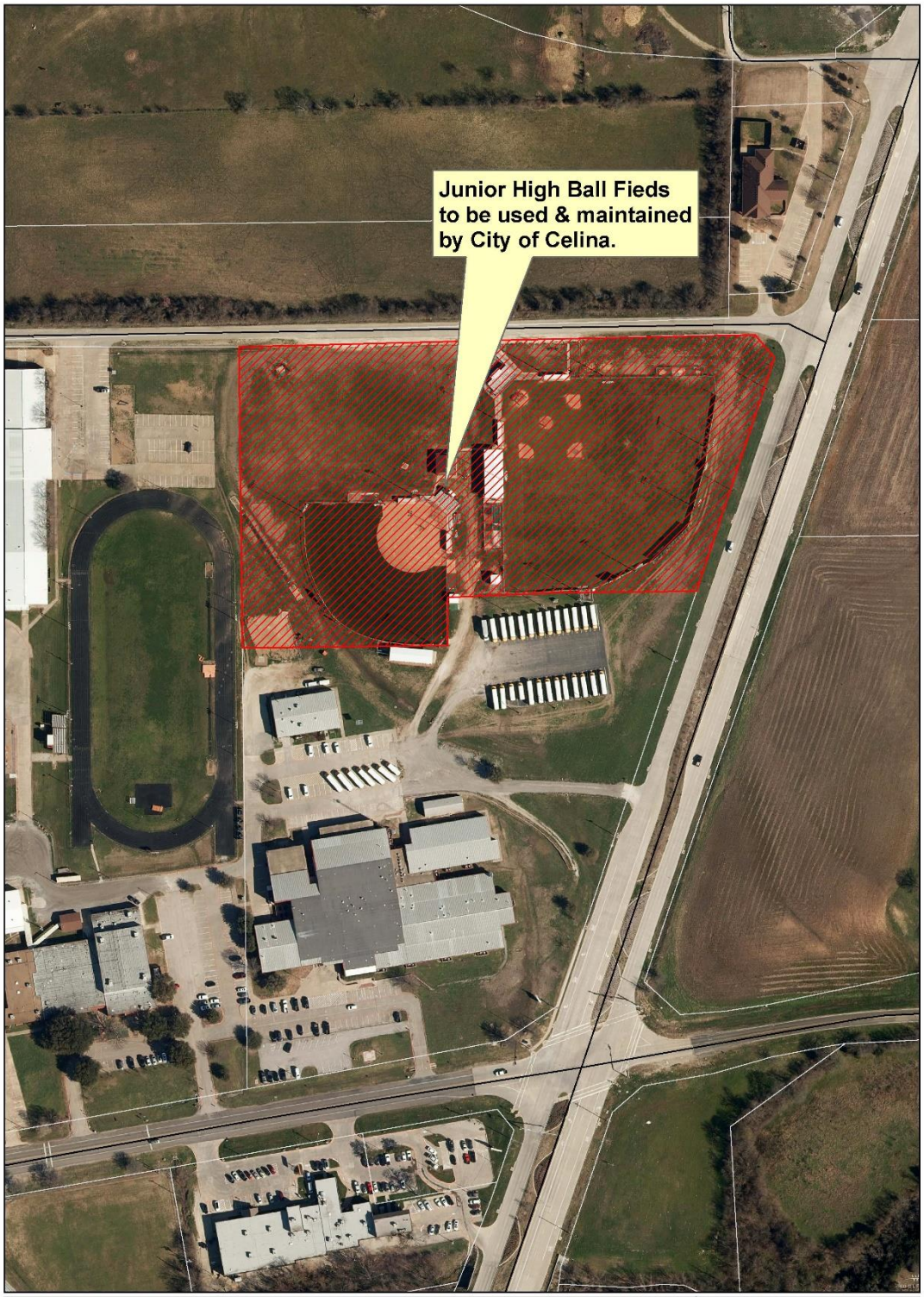
_____
Name printed or typed

Commission Expires:_____

Attachment: MOU for Jr High Fields 4.7.2020 (MOU with Celina ISD)

EXHIBIT A

DEPICTION OF JUNIOR HIGH BALL FIELDS; the Property



CELINA TEXAS est. 1876
Life Connected.

Junior High Ball Fields

Date: 3/10/2020

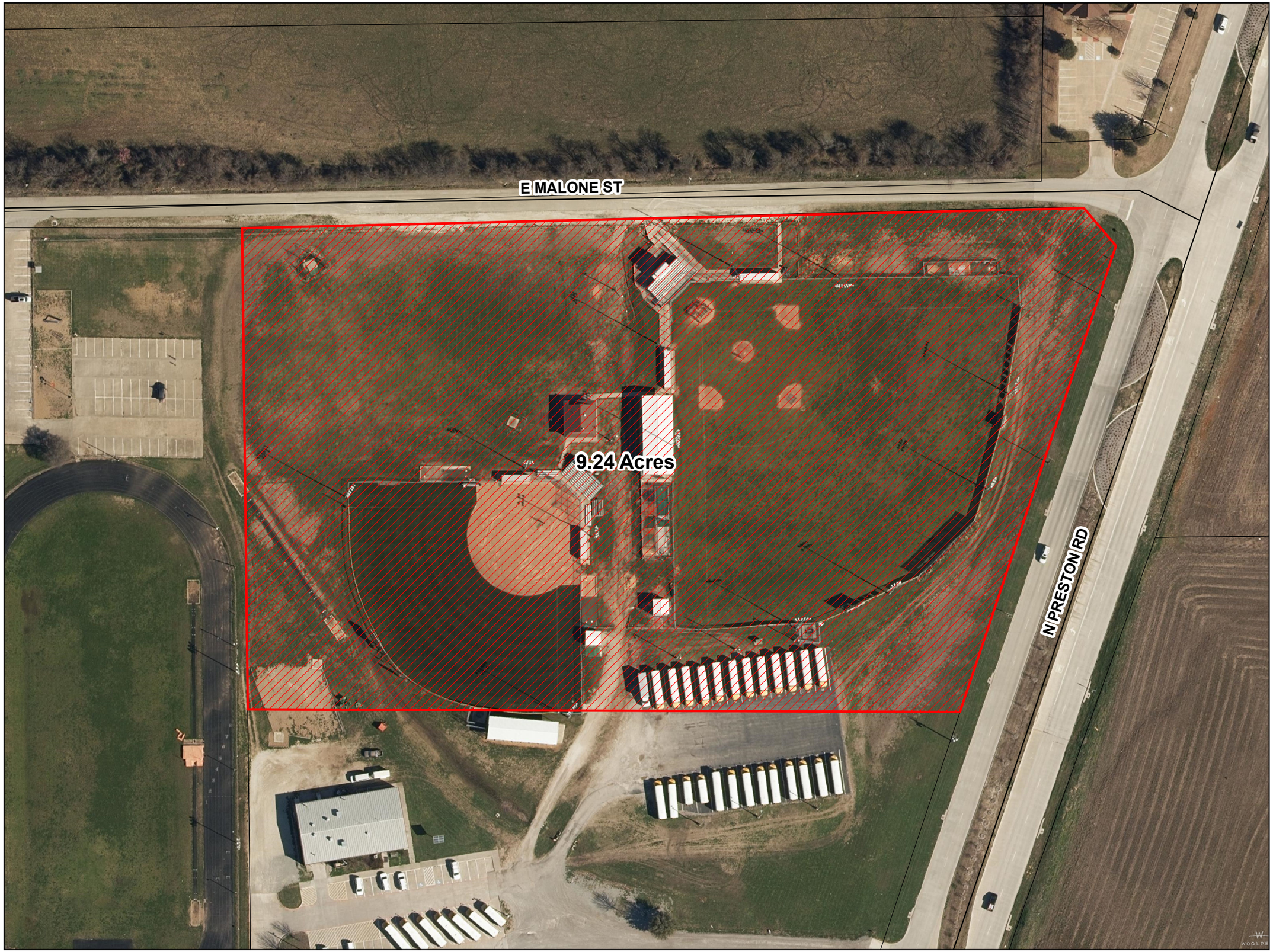
Legend
Roads
Subject Property
Parcels

N W E S

0 140 280 Feet

Attachment: MOU for Jr High Fields 4.7.2020 (MOU with Celina ISD)

Field Size



Legend

- Roads
- Dimensions
- Parcels

N
W E
S

0 25 50 100 Feet

Date: 2/11/2020

CELINA TEXAS

Life C

Attachment: Exhibit (MOU with Celina ISD)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kim Brawner, Director of Engineering
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	2020 Collin County Park Grant

Action Requested:
Consider and act upon a resolution of the City Council of the City of Celina hereinafter referred to as "Applicant", designating certain officials as being responsible for action for and on behalf of the "Applicant" in dealing with Collin County, hereinafter referred to as "County"; for the purpose of participating in the "County's" Parks and Open Space Project Funding Assistance Program. (Brawner)

Background Information:
The City of Celina is considering the purchase of 189.18 acres of property for the creation of a future community park in the northwest quadrant of the city. The proposed resolution will allow the City of Celina to apply for the 2020 Collin County Open Space Funding Assistance Program to assist in this purchase. The City will use grant funds to purchase land for future parks and recreational space.

Board Review/Citizen Input:
City of Celina Parks Board supports the grant application.

Alternatives:
Council could chose to direct staff to not proceed.

Financial Considerations:
The city will apply for approximately $2 million in grant money.

Legal Review:
Standard Resolution language utilized. No legal review required.

Supporting Documents:
Resolution

Staff Recommendation:
Staff recommends approval of the grant resolution.

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA HEREINAFTER REFERRED TO AS "APPLICANT", DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR ACTION FOR AND ON BEHALF OF THE "APPLICANT" IN DEALING WITH COLLIN COUNTY, HEREINAFTER REFERRED TO AS "COUNTY"; FOR THE PURPOSE OF PARTICIPATING IN THE "COUNTY'S" PARKS AND OPEN SPACE PROJECT FUNDING ASSISTANCE PROGRAM, HEREIN AFTER REFERRED TO AS THE "PROGRAM"; CERTIFYING THAT THE "APPLICANT" IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE "APPLICANT" MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PUBLIC RECREATIONAL USES.

WHEREAS, the "Applicant" is fully eligible to receive assistance under the "Program"; and

WHEREAS, the "Applicant" is desirous of authorizing an official to represent and act for the "Applicant" dealing with the "County" concerning the "Program";

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

Section 1: That the "Applicant" hereby certifies that they are eligible to receive assistance under the "program";

Section 2: That the "Applicant" hereby certifies that the maximum matching share of $2,000,000.00 for this application is readily available at this time;

Section 3: That the "Applicant" hereby authorizes and directs the City Manager to act for the "Applicant" in dealing with the "County", and is hereby officially designated as the representative in this regard;

Section 4: The "Applicant" hereby specifically authorizes the official to make application to the "County" concerning the site Bonfire Properties LP Property ID 984965 (67.81 acres), Property ID 995052 (40.70 acres), Property ID 2133701 (4.10 acres), Property ID 2138116 (51.49 acres), and Property ID 2138118 (25.08 acres) for a total of 189.18 acres. The site is hereby dedicated for a public park and recreation purposes in perpetuity.

PASSED THIS 9TH DAY OF JUNE, 2020

_____
Sean Terry, Mayor

_____
Vicki Faulkner, City Secretary

Attachment: 2_Resolution_Celina (Collin County Park Grant)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Manager
CC:	Karla Stovall, Assistant City Manager
Date:	May 12, 2020
Re:	Wi-Fi for Downtown Events

Action Requested:
Consider and act to authorize the purchase of WIFI Equipment and Services for the Downtown area in an amount not to exceed $71,509.76. (Berry)

Background Information:

City of Celina would like to provide Wi-Fi to the residents during events in the downtown area near City Hall. The Annex Building, as the tallest building in the area, would be utilized for the backhaul of this Wi-Fi network. There is currently fiber running between the Annex and City Hall where the IT Office is located. There are three main coverage areas:

1. Downtown Park area, "The Square"
2. Founders Park
3. Pecan Street (229)

Additionally, staff is requesting a support agreement be included with covers the network twenty-four hours per day and seven days per week.

The equipment and service will be purchased from JTS through a cooperative agreement with the State of Texas Department of Information Resources, contract # DIR-TSO-3965. The City maintains an executed Interlocal Agreement with the State. Texas law authorizes procurements through cooperative agreements to help save time and funding in developing specifications and in the duplication of work during the bid process.

Alternatives:
Council may reject the authorization to purchase and redirect staff.

Financial Considerations:
Funds are available in the current budget in account 120-103-000-6310.

Supporting Documents:
Quote JTSQ9347-01

Service Level Document
Quote JTSQ9215-05
Project background information

Staff Recommendation:
Authorize Purchase

JTS
5310 S Cockrell Hill Road
Dallas, TX 75236
JTS Tax ID#: 752621300
Phone 972-620-1435
Fax
The Preferred Choice in Wireless Integration

Proposal

Quote #	JTSQ9215-05
Date	03/09/20
Sales Rep.	John Thompson

Quote To:	Ship To:	Bill To:	Project
Jose Mendez City of Celina	Jose Mendez City of Celina	Jose Mendez City of Celina	Phase 1 - WIFI for Public Use Installations (DIR Quote)

- Pricing is in accordance with State of Texas DIR contract #DIR-TSO-3965. **DIR-TSO-3965 and the above Quote # must be referenced on the PO.**
- Contract Term End Date for DIR-TSO-3965 is 08/11/2021. Expiration date of this contract is 08/11/2022.
- Email purchase order to: sales@jts.net.
- This quotation is valid for a period of sixty (60) days. Pricing shown is FOB: Destination.
- Terms are: NET 30.
- This quotation does not include sales tax, as customer is tax-exempt.
- All equipment warranties, unless otherwise noted, are pass-through from their respective OEMs. JTS warrants it's workmanship for a period of one (1) calendar year from the date of installation completion.
- Travel expenses quoted (where applicable) must comply with the Texas State Travel Regulations, and Appendix A - Section 8, F of this Contract.
- A late fee on past due invoices will apply.
- Payments via credit card are subject to a 3% service fee.

City of Celina Public Wi-Fi Project

Summary:

City of Celina would like to provide Wi-Fi to their residents during events in the downtown area near City Hall. The Annex being the tallest building in downtown would be utilized for the backhaul of this Wi-Fi network. There is currently fiber running between the Annex and City Hall where the IT Office is located. There are three main coverage areas, The downtown park area near City Hall, along Pecan St., and the second Park located East of Downtown which includes the parking lot across the street.

Locations:

Annex:

33.325006, -96.787600

Downtown Square Gazebo:

33.324509, -96.786531

Building 229:

33.324976, -96.785631

Park Gazebo:

33.324518, -96.784826
City of Celina Public Wi-Fi Project

Summary:

City of Celina would like to provide Wi-Fi to their residents during events in the downtown area near City Hall. The Annex being the tallest building in downtown would be utilized for the backhaul of this Wi-Fi network. There is currently fiber running between the Annex and City Hall where the IT Office is located. There are three main coverage areas, The downtown park area near City Hall, along Pecan St., and the second Park located East of Downtown which includes the parking lot across the street.

Locations:

Annex:

33.325006, -96.787600

Downtown Square Gazebo:

33.324509, -96.786531

Building 229:

33.324976, -96.785631

Park Gazebo:

33.324518, -96.784826

Scope of Work:

Pre-Installation
1. All wireless equipment will be delivered to JTS.
2. All units will be powered on and checked for operation.
3. Configuration settings will be changed to the customer provided parameters.

4. cnMastero will be configured on each Cambium device along with SNMP strings for the WIFI APs.
5. All wireless units will be tested to assure traffic can pass across each unit.
6. All units will be labeled and cataloged into the wireless parameters spreadsheet.
7. All Cambium warranties will be activated upon installation.
8. Units will be placed into original packaging and placed into staging.

Annex
1. (1) 60GHz Access Points will be mounted as tall as possible onto the roof of the Annex utilizing parapet wall mounts.
2. The Access Point (AP) will be set on an Azimuth of 90.
3. Cat6 cables will be ran from the roof location down to the MDF location on the ground floor.
4. Cables will be supported on the exterior of the roof and inside the building using industry standard hardware.
5. Lightning Protection Units (LPU)will be installed near the rack where the equipment will be located.
6. Cable will be terminated and connected at the LPU.
7. Cable jumpers will be terminated and connected from the LPU to existing city switch
8. AP will be powered on and checked for proper operation.

Downtown Square Gazebo
1. (1) Subscriber Unit and (4) Wi-Fi APs will be installed inside/outside of the cupola.
2. An 8-Port switch will be mounted near the equipment in a NEMA enclosure.
3. LPUs will be mounted near the equipment.
4. Cat6 cable will be terminated and connected to the LPUs.
5. Cable jumpers will be terminated and connected between the LPU and 8-Port Switch.
6. City of Celina will provide AC power at the top of the cupola.
7. Power will be turned on and units will be checked for proper operation.
8. Subscriber unit will be aligned until peak RSL is reached to the Access Point at the Annex building.
9. Wi-Fi APs will be placed on each of the four corners of the cupola to cover the Downtown Park Area with Wi-Fi coverage.

Building 229

1. (1) Subscriber Unit, (1) PTP Radio Unit, and (2) Wi-Fi APs will be installed on to the roof using a parapet wall mount.
2. An 8-Port switch will be mounted near the equipment in a NEMA enclosure.
3. LPUs will be mounted near the equipment.
4. Cat6 cable will be terminated and connected to the LPUs.
5. Cable jumpers will be terminated and connected between the LPU and 8-Port Switch.
6. City of Celina will provide AC power at the roof level.
7. Power will be turned on and units will be checked for proper operation.
8. Subscriber unit will be aligned until peak RSL is reached to the Access Point at the Annex building.
9. PTP Radio unit will be aligned until peak RSL is reached to the PTP Radio Unit at Park Gazebo
10. Wi-Fi APs will be placed to cover Pecan St. between both parks.

Park Gazebo and Parking Area

1. (1) PTP Radio unit and (2) Wi-Fi AP will be mounted to the cupola on the Park Gazebo.
2. An 8-Port switch will be mounted near the equipment in a NEMA enclosure.
3. LPUs will be mounted at the base of the structure.
4. Cat6 cable will be terminated and connected to the LPUs.
5. Cable jumpers will be terminated and connected between the LPU and 8-Port Switch
6. City of Celina will provide AC power at the Park Gazebo
7. Power will be turned on and units will be checked for proper operation.
8. PTP Radio unit will be aligned until peak RSL is reached to the PTP Radio Unit at Building 229

Line #	Qty	Description	Total Price
1	1	Point to Multipoint Equipment	$7,073.60
2	1	WIFI Access Point Equipment	$5,949.00
3	1	Equipment Warranties	$1,661.33
4	1	Installation Materials	$6,760.11
5	1	Labor & Travel	$25,373.12

SubTotal	$46,817.16
Sales Tax	$0.00
Shipping	$0.00
Total	**$46,817.16**

Please contact me if I can be of further assistance.

JTS - STANDARD TERMS & CONDITIONS

1. ACCEPTANCE:

Proposal valid for thirty (30) days from date of quotation unless specifically stated otherwise by JTS. Acceptance of order/contract by JTS subject to credit approval. The Buyer agrees to, and is bound by, the terms and conditions expressed herein, unless objected to in writing by Buyer and accepted in writing by JTS. Buyer's acceptance of all or any part of the proposal is conclusive assent to abide by the terms and conditions herein. Where a conflict in terms & conditions exists, the Texas Department of Information Resources (DIR) Contract Terms & Conditions (Appendix A) shall override these.

2. TERMS:

a. Net 30 days from date of invoice or as specified in proposal.
b. Material cost is to be paid before any equipment is ordered.
c. Invoice to be issued upon completion of pre-staging, pre-configuration, and pre-assembly.
d. Final invoice to be issued upon completion of installation. If not paid by 30 days from date of invoice, as an additional remedy for lateness, there shall be paid a service charge at the rate of 1 ½% per month (or maximum legal rate) from the due date until paid.

3. PROGRESSIVE BILLING

On larger projects over $50,000 we will adhere to progressive billing and will be set on a site by site bases and the invoices will be sent as milestones are met.

4. TAXES:

DIR customers are exempt from sales taxes. Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon JTS. However, all such taxes, duties or assessments are the responsibility of the Buyer except where exempt.

5. CONTRACT CANCELLATION:

Purchase Order or contract may not be changed or cancelled without prior written approval by JTS. Any order cancelled, after any work has been performed by JTS, or related partners, such as Engineering Services, Fabricating, Mobilization, Installations, etc., will have a cancellation charge to be determined solely at the discretion of JTS, for whatever work has been performed. If Buyer so chooses, it shall have the right to receive the material already procured at time of cancellation at the quoted price. JTS reserves the right to change or modify the design or construction of any of its products and services, and to substitute materials or services equal to or superior in quality and construction to that originally specified.

6. CHANGE ORDERS:

Any change to the agreed to Scope of Work will result in a Change Order. All Change Orders will be formally presented to the customer for approval before moving forward with the Change Order. The Change Order will outline in detail the new Scope of Work and the costs affected by the new Scope of Work.

7. DELAYS:

For any delay due to Force Majeure, including but not limited to, Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Buyer, its employees, agents or subcontractors, strikes, freight embargoes, severe weather conditions or any other cause whatsoever beyond the control and without fault of JTS or its subcontractors, whether similar to or dissimilar from causes herein enumerated, then JTS shall not incur any liability consequential or otherwise for such delays and an equal extension of time within which to perform shall be allowed to JTS. Crew downtime incurred for any reason, including but not limited to, materials delays, defective materials, Buyers delays, shall be charged to Buyer at JTS' current rates for downtime/standby time.

8. DELIVERY:

a. All prices are F.O.B. (freight on board) destination.
b. Buyer will not be billed for freight charges.
c. JTS' responsibility ceases upon confirmed shipment/receipt of materials by receiver.
d. JTS does not accept responsibility for damages or shortages which occur during transit.
e. JTS will not accept responsibility once shipment is received and is damaged.
f. JTS will ship materials by common carrier. Buyer must make careful inspection of materials when received and make all claims for damage or loss to delivering carrier upon arrival.
g. Damaged shipment must me documented with photographs.
h. Receiver is granted to accept part of the order that is NOT damaged and deny the damaged.
i. All delivery times given by JTS are approximate dates and times only, unless specifically agreed to by JTS. JTS shall not incur any liability for downtime suffered by Buyer because of delayed delivery.

9. RETURNED PRODUCTS:

Prior written authorization from JTS is required for all returned products. When a return is authorized, it must be received within 30 days after shipment is received, freight prepaid to a destination of JTS' choice, and be in new condition. All returned products are subject to a restocking charge to be determined by JTS. Only products specifically approved for return by JTS will be considered for return and credit. Unusable products returned to JTS will be scrapped and no credit will be given.

Attachment: Quote jtsq9215-05 (WIFI for Downtown Area Events)

10. INDEMNIFICATION:

Buyer shall protect, defend and indemnify JTS and its officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of are related to the work under this agreement and are caused by or arise out of Buyer's negligence, willful misconduct or other acts or omissions which impose upon Buyer strict liability, and that result in personal injury, death, property loss or damage. If such claim, demand, expense or cause of action is caused by or arises out of the joint or concurrent negligence, willful misconduct or acts or omissions of JTS and Buyer each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.

11. WARRANTY:

a. Sale of Materials: JTS passes through all manufacturer warranty to Buyer, that the products re-sold by JTS will be free from defects of material and workmanship for the period specified by that particular manufacturer. Products fabricated by JTS will be free from defects of material and workmanship for a period of one (1) year from date of shipment. JTS' sole obligation under these warranties will be limited, at JTS' option and expense, to either repairing or furnishing a replacement F.O.B. first point of shipment for the products or parts thereof which JTS determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of JTS. JTS expressly provides that it is not responsible for labor costs involved in the re-installation of such products or parts. JTS does not warrant any material, product or labor not contracted for, manufactured or furnished by Seller. This warranty shall be effective only if Buyer installs all materials according to JTS' recommendations and specifications and that Buyer, during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL JTS BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL JTS' LIABILITY OF ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALES CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT. Any action for breach of warranty must be commenced within one year after the cause of action accrues.
b. Sale of Labor: In addition to the above warranty on materials, construction and installation labor through JTS' employees and subcontractors, JTS agrees to correct all construction and installations performed under this Agreement which proves to be defective in workmanship within a period of one (1) year from the date of substantial completion of the construction or installation project.

12. ASSIGNMENT:

JTS reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Buyer. Any such transfer does not relieve JTS from order/contract obligation to Buyer.

13. SITE/JOB CONDITIONS:

Buyer shall provide site access during normal business hours 7am-5pm Monday-Friday. Site(s) shall be readily accessible to standard vehicles, and in the event of civil construction or tower erection, accessible to standard mix trucks, semi-tractor and trailers, cranes etc., with adequate space for material delivery, storage, assembly/erection and have adequate space for equipment operation and equipment turn around during construction. Unless otherwise stated in JTS' proposal, concrete installation is based on normal soil conditions (4000 psi) as defined by E.I.A. Specification. responsibility of determining soil conditions rest with the Buyer unless geotechnical report is purchased by the customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors foundations and conduit.
a. Normal Soil Conditions and Excavation Soils Analysis Required. After review of the soils report, if caissons or any form of bed rock excavation or blasting is required, this will result in changes to the foundation quotation.
b. Survey of proposed site required before installation of foundations.
c. It is assumed that the site is leveled and in the case that it is not, it will need to be re-engineered.
d. If actual site conditions are different from what was originally provided by customer outside of industry standards it may result in a change order.
e. Any customer work directive received during adverse weather conditions such as rain, snow, or ice will be subject to an additional cost not to exceed $1,500 per day or delay of project until suitable weather conditions permit project completion within budget. In the event that more than 2 cumulative days is lost due to inclement weather the customer and the contractor will discuss options to either pay crew expenses or demobilize and remobilize the crew.
f. If any unsafe acts performed on site in JTS presence will be liable for work being ceased with possible change order not to exceed $3000 per day.
g. If any unsafe acts and/ or unsafe conditions found on site, the customer will be liable for work being ceased with possible change order not to exceed $3000 per day.

14. EXCLUSIONS FROM PROPOSAL PRICE:

Proposal prices does not include the following, unless specifically stated otherwise:
a. Blasting, drilling, use of jack hammer, sheet piling, pumping of water or other condition requiring special material or equipment for foundation installation.
b. Hauling in backfill.
c. Site clearing of any nature.
d. Restoration of any landscaping, fencing, crops or other improvements.
e. Permits, fees or licenses of any nature.
f. Rain, snow or ice weather conditions during installations of foundations or tower erections.
g. Union Labor.
h. Standby time while waiting for Buyer deliveries and delays during construction or inspections, as well as, delays in site access.
i. Engineering certifications, special insurance coverage (other than standard liability and workers' comp.) or any type of bond, or related bond fees.
j. Delivery of equipment to sites (unless specified in proposal)
k . Concrete coring, x-raying, scanning, penetrating radar or repairs.
l. Conduit runs, (unless specified in sales proposal)
m. Extra work beyond the scope of sales proposal.
n. Training related to special site or landlord circumstances, or special clothing or related monitoring equipment. Inclusion of any of the above constitutes a change order which shall be invoiced as an extra cost to Buyer.

Attachment: Quote jtsq9215-05 (WIFI for Downtown Area Events)

15. STORAGE:

JTS reserves the right to apply storage charges of three-hundred and fifty dollars ($350.00) per month for structures/equipment kept in our yard/warehouse beginning 60 days after original ship date.

16. STILL PHOTOGRAPHY:

VIDEO: JTS at all times reserves the right to take pictures or video of any or all of its products and services after installation for documentation or advertising purposes, except those which are under classified government control and agreed to in writing by JTS.

17. GOVERNING LAW:

Contracts formed as a result of this proposal and the performance thereof shall be governed by principles of contract law under the laws of the State of Texas. Jurisdiction to resolve any dispute arising hereunder is agreed to be the District Court of the State of Texas.

18. ENTIRE AGREEMENT:

These terms and conditions are solely for the benefit of JTS and Buyer hereto and, in addition to the proposal attached hereto, represent the entire and integrated agreement between the parties, and, unless specifically referenced herein, supersedes all prior negotiations, representations or agreements, either written or oral.

JTS
5310 S Cockrell Hill Road
Dallas, TX 75236
JTS Tax ID#: 752621300
Phone 972-620-1435
Fax
The Preferred Choice in Wireless Integration

Proposal

Quote #	JTSQ9347-01
Date	03/17/20
Sales Rep.	John Thompson

Quote To:	Ship To:	Bill To:	Project
Jose Mendez City of Celina	Jose Mendez City of Celina	Jose Mendez City of Celina	City of Celina Wi-Fi Network SLA (DIR Quote)

- Pricing is in accordance with State of Texas DIR contract #DIR-TSO-3965. **DIR-TSO-3965 and the above Quote # must be referenced on the PO.**
- Contract Term End Date for DIR-TSO-3965 is 08/11/2021. Expiration date of this contract is 08/11/2022.
- Email purchase order to: sales@jts.net.
- This quotation is valid for a period of sixty (60) days. Pricing shown is FOB: Destination.
- Terms are: NET 30.
- This quotation does not include sales tax, as customer is tax-exempt.
- All equipment warranties, unless otherwise noted, are pass-through from their respective OEMs. JTS warrants it's workmanship for a period of one (1) calendar year from the date of installation completion.
- Travel expenses quoted (where applicable) must comply with the Texas State Travel Regulations, and Appendix A - Section 8, F of this Contract.
- A late fee on past due invoices will apply.
- Payments via credit card are subject to a 3% service fee.

Here is the quote you requested.

Line #	Qty	Description	Total Price
1		**Within 24 Hr.On Site Service**	
2			
3	1	Service Level Agreement Labor & Travel	$12,636.00
4	1	Annual Maintenance Check-Up	$2,886.00
5	1	Point to Multipoint Equipment Spares	$6,148.85
6	1	Wi-Fi Access Point Equipment Spares	$1,661.00
7	1	Equipment Warranties for Spares	$1,360.75

SubTotal	$24,692.60
Sales Tax	$0.00
Shipping	$0.00
Total	**$24,692.60**

Please contact me if I can be of further assistance.

Packet Pg. 375
6.T.b
Attachment: jtsq9347-01 (WIFI for Downtown Area Events)

JTS - STANDARD TERMS & CONDITIONS

1. ACCEPTANCE:

Proposal valid for thirty (30) days from date of quotation unless specifically stated otherwise by JTS. Acceptance of order/contract by JTS subject to credit approval. The Buyer agrees to, and is bound by, the terms and conditions expressed herein, unless objected to in writing by Buyer and accepted in writing by JTS. Buyer's acceptance of all or any part of the proposal is conclusive assent to abide by the terms and conditions herein. Where a conflict in terms & conditions exists, the Texas Department of Information Resources (DIR) Contract Terms & Conditions (Appendix A) shall override these.

2. TERMS:

a. Net 30 days from date of invoice or as specified in proposal.
b. Material cost is to be paid before any equipment is ordered.
c. Invoice to be issued upon completion of pre-staging, pre-configuration, and pre-assembly.
d. Final invoice to be issued upon completion of installation. If not paid by 30 days from date of invoice, as an additional remedy for lateness, there shall be paid a service charge at the rate of 1 ½% per month (or maximum legal rate) from the due date until paid.

3. PROGRESSIVE BILLING

On larger projects over $50,000 we will adhere to progressive billing and will be set on a site by site bases and the invoices will be sent as milestones are met.

4. TAXES:

DIR customers are exempt from sales taxes. Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon JTS. However, all such taxes, duties or assessments are the responsibility of the Buyer except where exempt.

5. CONTRACT CANCELLATION:

Purchase Order or contract may not be changed or cancelled without prior written approval by JTS. Any order cancelled, after any work has been performed by JTS, or related partners, such as Engineering Services, Fabricating, Mobilization, Installations, etc., will have a cancellation charge to be determined solely at the discretion of JTS, for whatever work has been performed. If Buyer so chooses, it shall have the right to receive the material already procured at time of cancellation at the quoted price. JTS reserves the right to change or modify the design or construction of any of its products and services, and to substitute materials or services equal to or superior in quality and construction to that originally specified.

6. CHANGE ORDERS:

Any change to the agreed to Scope of Work will result in a Change Order. All Change Orders will be formally presented to the customer for approval before moving forward with the Change Order. The Change Order will outline in detail the new Scope of Work and the costs affected by the new Scope of Work.

7. DELAYS:

For any delay due to Force Majeure, including but not limited to, Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Buyer, its employees, agents or subcontractors, strikes, freight embargoes, severe weather conditions or any other cause whatsoever beyond the control and without fault of JTS or its subcontractors, whether similar to or dissimilar from causes herein enumerated, then JTS shall not incur any liability consequential or otherwise for such delays and an equal extension of time within which to perform shall be allowed to JTS. Crew downtime incurred for any reason, including but not limited to, materials delays, defective materials, Buyers delays, shall be charged to Buyer at JTS' current rates for downtime/standby time.

8. DELIVERY:

a. All prices are F.O.B. (freight on board) destination.
b. Buyer will not be billed for freight charges.
c. JTS' responsibility ceases upon confirmed shipment/receipt of materials by receiver.
d. JTS does not accept responsibility for damages or shortages which occur during transit.
e. JTS will not accept responsibility once shipment is received and is damaged.
f. JTS will ship materials by common carrier. Buyer must make careful inspection of materials when received and make all claims for damage or loss to delivering carrier upon arrival.
g. Damaged shipment must me documented with photographs.
h. Receiver is granted to accept part of the order that is NOT damaged and deny the damaged.
i. All delivery times given by JTS are approximate dates and times only, unless specifically agreed to by JTS. JTS shall not incur any liability for downtime suffered by Buyer because of delayed delivery.

9. RETURNED PRODUCTS:

Prior written authorization from JTS is required for all returned products. When a return is authorized, it must be received within 30 days after shipment is received, freight prepaid to a destination of JTS' choice, and be in new condition. All returned products are subject to a restocking charge to be determined by JTS. Only products specifically approved for return by JTS will be considered for return and credit. Unusable products returned to JTS will be scrapped and no credit will be given.

Attachment: jtsq9347-01 (WIFI for Downtown Area Events)

10. INDEMNIFICATION:

Buyer shall protect, defend and indemnify JTS and its officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of are related to the work under this agreement and are caused by or arise out of Buyer's negligence, willful misconduct or other acts or omissions which impose upon Buyer strict liability, and that result in personal injury, death, property loss or damage. If such claim, demand, expense or cause of action is caused by or arises out of the joint or concurrent negligence, willful misconduct or acts or omissions of JTS and Buyer each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.

11. WARRANTY:

a. Sale of Materials: JTS passes through all manufacturer warranty to Buyer, that the products re-sold by JTS will be free from defects of material and workmanship for the period specified by that particular manufacturer. Products fabricated by JTS will be free from defects of material and workmanship for a period of one (1) year from date of shipment. JTS' sole obligation under these warranties will be limited, at JTS' option and expense, to either repairing or furnishing a replacement F.O.B. first point of shipment for the products or parts thereof which JTS determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of JTS. JTS expressly provides that it is not responsible for labor costs involved in the re-installation of such products or parts. JTS does not warrant any material, product or labor not contracted for, manufactured or furnished by Seller. This warranty shall be effective only if Buyer installs all materials according to JTS' recommendations and specifications and that Buyer, during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL JTS BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL JTS' LIABILITY OF ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALES CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT. Any action for breach of warranty must be commenced within one year after the cause of action accrues.
b. Sale of Labor: In addition to the above warranty on materials, construction and installation labor through JTS' employees and subcontractors, JTS agrees to correct all construction and installations performed under this Agreement which proves to be defective in workmanship within a period of one (1) year from the date of substantial completion of the construction or installation project.

12. ASSIGNMENT:

JTS reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Buyer. Any such transfer does not relieve JTS from order/contract obligation to Buyer.

13. SITE/JOB CONDITIONS:

Buyer shall provide site access during normal business hours 7am-5pm Monday-Friday. Site(s) shall be readily accessible to standard vehicles, and in the event of civil construction or tower erection, accessible to standard mix trucks, semi-tractor and trailers, cranes etc., with adequate space for material delivery, storage, assembly/erection and have adequate space for equipment operation and equipment turn around during construction. Unless otherwise stated in JTS' proposal, concrete installation is based on normal soil conditions (4000 psi) as defined by E.I.A. Specification. responsibility of determining soil conditions rest with the Buyer unless geotechnical report is purchased by the customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors foundations and conduit.
a. Normal Soil Conditions and Excavation Soils Analysis Required. After review of the soils report, if caissons or any form of bed rock excavation or blasting is required, this will result in changes to the foundation quotation.
b. Survey of proposed site required before installation of foundations.
c. It is assumed that the site is leveled and in the case that it is not, it will need to be re-engineered.
d. If actual site conditions are different from what was originally provided by customer outside of industry standards it may result in a change order.
e. Any customer work directive received during adverse weather conditions such as rain, snow, or ice will be subject to an additional cost not to exceed $1,500 per day or delay of project until suitable weather conditions permit project completion within budget. In the event that more than 2 cumulative days is lost due to inclement weather the customer and the contractor will discuss options to either pay crew expenses or demobilize and remobilize the crew.
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d. Restoration of any landscaping, fencing, crops or other improvements.
e. Permits, fees or licenses of any nature.
f. Rain, snow or ice weather conditions during installations of foundations or tower erections.
g. Union Labor.
h. Standby time while waiting for Buyer deliveries and delays during construction or inspections, as well as, delays in site access.
i. Engineering certifications, special insurance coverage (other than standard liability and workers' comp.) or any type of bond, or related bond fees.
j. Delivery of equipment to sites (unless specified in proposal)
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Attachment: jtsq9347-01 (WIFI for Downtown Area Events)

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Attachment: jtsq9347-01 (WIFI for Downtown Area Events)

City of Celina Public Wifi Project

Summary:

City of Celina would like to provide WIFI to their residents during events in the downtown area near City Hall. The Annex being the tallest building in downtown would be utilized for the backhaul of this WIFI network. There is currently fiber running between the Annex and City Hall where the IT Office is located. There are three main coverage areas, The downtown park area near City Hall, along Pecan St., and the second Park located East of Downtown which includes the parking lot across the street.

Locations:

Annex:
33.325006
-96.787600

Downtown Square Gazebo:
33.324509
-96.786531

Building 229:
33.324976
-96.785631

Park Gazebo:
33.324518
-96.784826

Scope of Work:

Pre-employment
1. All wireless equipment will be delivered to JTS
2. All units will be powered on and checked for operation
3. Configuration settings will be changed to the customer provided parameters
4. cnMastero will be configured on each device along with SNMP strings
5. All wireless units will be tested to assure traffic can pass across each unit
6. All units will be labeled and cataloged into the wireless parameters spreadsheet
7. All warranties will be activated for the units
8. Units will be placed into original packaging and placed into staging

Annex

1. (2) 5.8GHz Access Points would be mounted as tall as possible onto the roof of the Annex utilizing parapet wall mounts.
2. The AP's would be set on an Azimuth of 75 and 125
3. Cat6 cables will be ran from the roof location down to the MDF location on the ground floor
4. Cables will be supported on the exterior of the roof and inside the building using industry standard hardware
5. Lightning Protection Units will be installed near the rack where the equipment will be located
6. The CMM5 power & sync unit, CMM5 Controller, and power supplies will be mounted into the existing rack
7. cnPulse unit will be installed on the exterior or the building and a cable will be ran from the exterior to the rack where the CMM5 equipment is located
8. Cable will be terminated and connected at the LPU
9. Cable jumpers will be terminated and connected from the LPU to the CMM5 equipment
10. AP's will be powered on and checked for proper operation

Downtown Square Gazebo

1. (1) Subscriber Unit and (4) WIFI AP's will be installed inside/outside of the cupola
2. An 8-Port switch will be mounted near the equipment in a NEMA enclosure
3. LPU's will be mounted near the equipment
4. Cat6 cable will be terminated and connected to the LPU's
5. Cable jumpers will be terminated and connected between the LPU and 8-Port Switch
6. City of Celina will provide AC power at the top of the cupola
7. Power will be turned on and units will be checked for proper operation
8. Subscriber unit will be aligned until peak RSL is reached to the Access Point at the Annex building
9. WIFI AP's will be placed on each of the four corners of the cupola to cover the Downtown Park Area with WIFI coverage

Building 229

1. (1) Subscriber Unit and (2) WIFI AP's will be installed on to the roof using a parapet wall mount
2. An 8-Port switch will be mounted near the equipment in a NEMA enclosure
3. LPU's will be mounted near the equipment
4. Cat6 cable will be terminated and connected to the LPU's
5. Cable jumpers will be terminated and connected between the LPU and 8-Port Switch
6. City of Celina will provide AC power at the roof level
7. Power will be turned on and units will be checked for proper operation
8. Subscriber unit will be aligned until peak RSL is reached to the Access Point at the Annex building
9. WIFI AP's will be placed to cover Pecan St. between both parks

Park Gazebo and Parking Area

1. (1) Subscriber unit and (1) WIFI AP will be mounted to the cupola on the Park Gazebo
2. (1) Subscriber unit and (1) WIFI AP will be mounted to a light pole in the parking area

3. LPU’s will be mounted at the base of the structure
4. Cat6 cable will be terminated and connected to the LPU’s
5. Cable jumpers will be terminated and connected between the LPU
6. City of Celina will provide AC power at the Park Gazebo and Light Pole near the parking area
7. Power will be turned on and units will be checked for proper operation
8. Subscriber unit will be aligned until peak RSL is reached to the Access Point at the Annex building

City Building on Ohio

1. (1) Subscriber Unit and (1) WIFI AP's will be installed on to the roof using a parapet wall mount
3. LPU’s will be mounted near the equipment
4. Cat6 cable will be terminated and connected to the LPU’s
5. Cable jumpers will be terminated and connected between the LPU and PoE device
6. PoE device will be mounted in desired location
7. Power will be turned on and units will be checked for proper operation
8. Subscriber unit will be aligned until peak RSL is reached to the Access Point at the Annex building
9. WIFI AP will be placed to cover the Downtown Square

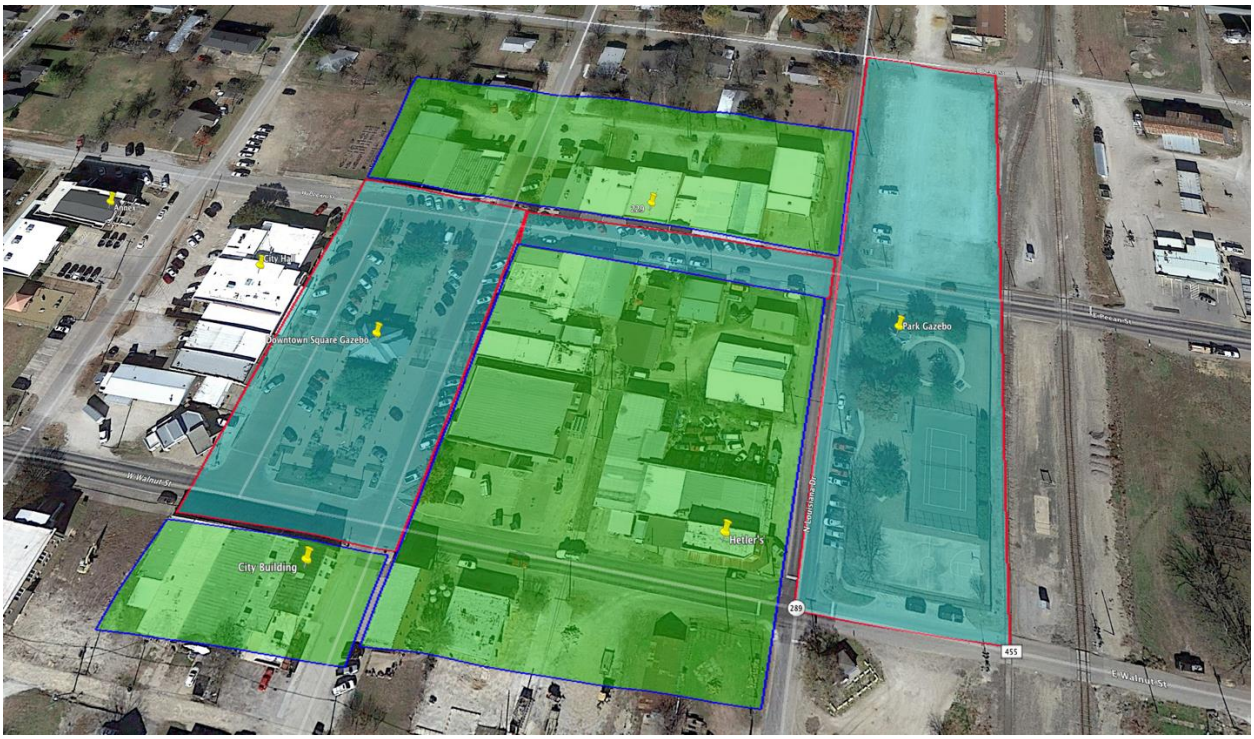
City of Celina Wifi Coverage Areas

Public Use Coverage

The light blue areas are the more immediate need for WIFI coverage. Downtown Square, Pecan St. between Downtown and Park, and Park and Parking Area. These are part of the Phase 1 that would be installed to allow WIFI connectivity to the public during City events or for everyday use

Business Use Coverage

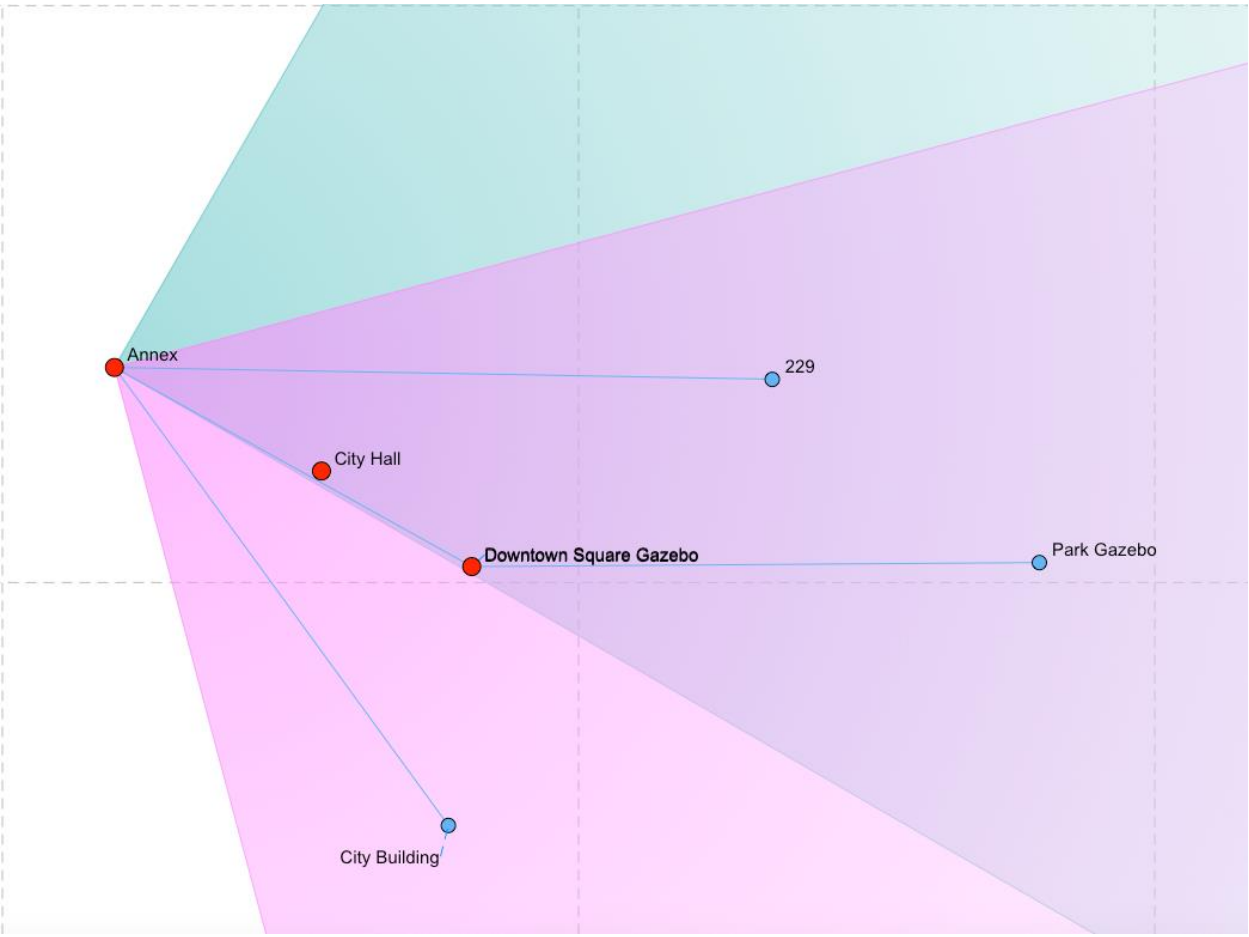
The green sections are the areas where businesses are located close to the downtown area. These areas would need to be covered to possibly provide WIFI from the City as an incentive to businesses relocating to this area. Phase 2 of the WIFI project would be to provide a wireless link to each of these businesses for WIFI connection back to the City network.



Attachment: City of Celina Public Wifi Project (WIFI for Downtown Area Events)

Phase 1 Wireless Backhaul for WIFI

The two different colored coverage areas you see are 2 different Access Points being placed onto the Annex Roof and providing wireless coverage for the Point to Multipoint System that would be used for the backhaul. The purple area you see if the overlap of the two Access Points. Two access points were selected for two purposes. The first would be to provide the coverage needed to cover all present and future sites that will be placed onto the WIFI network. The second is to provide additional capacity for the WIFI network The blue lines you see from the sites where WIFI will be installed are the Point to Multipoint connections to those sites.



Attachment: City of Celina Public Wifi Project (WIFI for Downtown Area Events)

Park and Parking Area Wifi Coverage – Signal Strengths

Attachment: City of Celina Public Wifi Project (WIFI for Downtown Area Events)

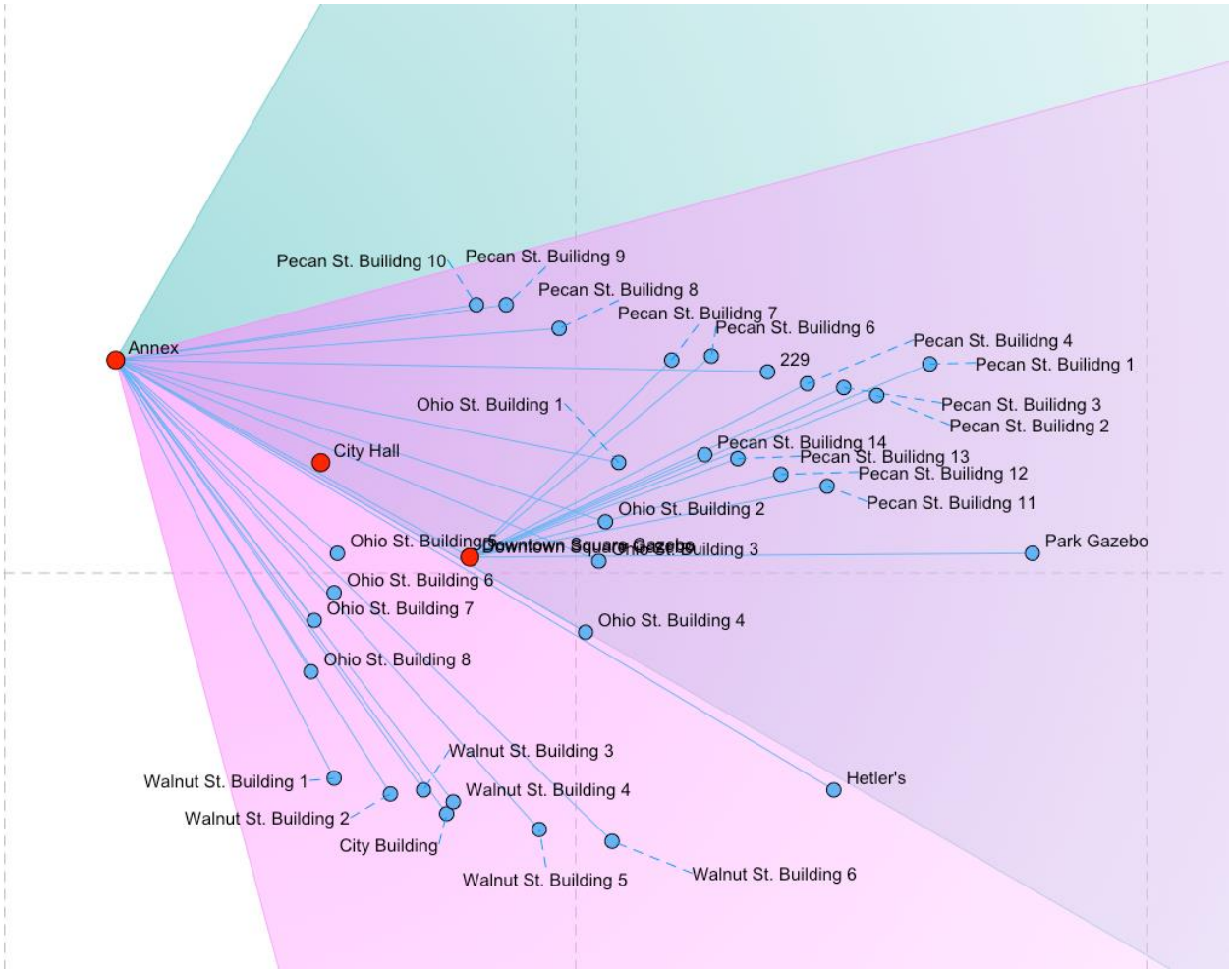
Pecan St. Wifi Coverage Area – Signal Strengths

Attachment: City of Celina Public Wifi Project (WIFI for Downtown Area Events)

Downtown Square WIFI Coverage Area – Signal Strengths

Attachment: City of Celina Public Wifi Project (WIFI for Downtown Area Events)

Phase 2 Wireless Backhaul for WIFI



Attachment: City of Celina Public Wifi Project (WIFI for Downtown Area Events)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: May 12, 2020
Re: 20-03 Annexation First Public Hearing

Action Requested:
The Celina City Council will conduct the first of three public hearings to annex approximately 1077 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-03 Annexation First Public Hearing) (Mohan)

1) Denton CAD Property ID 52814, being an approximate 15.582 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. Mcintire, Tract 2; generally located approximately 800 feet south of FM 428 and approximately 1,300 feet east of FM 1385,

2) Denton CAD Property ID 159742, being an approximate 3.919 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3A; generally located south of FM 428 and approximately 2,000 feet east of FM 1385,

3) Denton CAD Property ID 159743, being an approximate 4.082 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. Mcintire, Tract 2A; generally located approximately 800 feet south of FM 428 and approximately 2,000 feet east of FM 1385,

4) Denton CAD Property ID 524106, being an approximate 14.642 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3B; generally located south of FM 428 and approximately 1,300 feet east of FM 1385,

5) Collin CAD Property ID 1011693, being an approximate 17.744 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 10; generally located east of Coit Road (CR 87) and approximately 1,900 feet north of Choate Parkway,

6) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,

7) Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton

County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,

8) Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. Mckim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,

9) Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,

10) Denton CAD Property ID 208200, being an approximate 40.622 acre tract of land in Denton County, Texas, legally described as Abstract No. 926A in the MEP & PRR Survey, Tract 7A; generally located at southwest corner of Mobberly Road and Fairfield Road.

11) Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 24; generally located east of Preston Lakes Drive and north of Kristina Court,

12) Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,

13) Denton CAD Property ID 52739, being an approximate 5.35 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 9; generally located north of Parvin Road and approximately 550 feet east of Smiley Road,

14) Denton CAD Property ID 52758, being an approximate 9.65 acre tract of land in Denton County, Texas, legally described as Abstract No. 253A in the C. Copenhaver Survey, Tract 5; generally located approximately 250 feet north of Parvin Road and approximately 550 feet east of Smiley Road,

15) Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 34; generally located south of Kathie Court and west of the BNSF Railroad,

16) Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,

17) Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,

18) Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,

19) Collin CAD Property ID 1497918, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 19; generally located north of Mark Alexander Court and approximately 1,400 feet west of Kristina

Court,

20) Collin CAD Property ID 1497927, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 20; generally located north of Mark Alexander Court and approximately 1,000 feet west of Kristina Court,

21) Collin CAD Property ID 1497954, being an approximate 11.278 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 23; generally located west of the BNSF Railroad and east of Kristina Court,

22) Collin CAD Property ID 1498016, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 29; generally located approximately 1,000 feet west of the BNSF Railroad and north of Kristina Court,

23) Collin CAD Property ID 1725743, being an approximate 50.334 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 Jno M Herron Survey, Tract 7; generally located east of Preston Road and south of CR 100,

24) Denton CAD Property ID 52737, being an approximate 9.08 acre tract of land in Denton County, Texas, legally described as Abstract No. 791A in the J. Morton Survey, Tract 4A(3); generally located approximately 1,250 feet east of Smiley Road and approximately 500 feet north of Old Dairy Farm Road,

25) Denton CAD Property ID 155336, being an approximate 0.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 3; generally located 1,800 feet east of Smiley Road and approximately 900 feet north of Old Dairy Farm Road,

26) Collin CAD Property ID 985492, being an approximate 15 acre tract of land in Collin County, Texas, legally described as Abstract No. 360 in the F D Gary Survey, Tract 2; generally located approximately 1,200 feet east of FM 428 and south of Celina Road (FM 428),

27) Collin CAD Property ID 1529858, being an approximate 49.074 acre tract of land in Collin County, Texas, legally described as Abstract No. 360 in the F D Gary Survey, Tract 6; generally located approximately 1,600 feet east of FM 428 and south of Celina Road (FM 428),

28) Collin CAD Property ID 1498034, being an approximate 10.408 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 31; generally located west of the BNSF Railroad and north of Kristina Court,

29) Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 17b; generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,

30) Collin CAD Property ID 1497856, being an approximate 12.003 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 13; generally located south of Mark Alexander Court and approximately 300 west of the BNSF Railroad,

31) Collin CAD Property ID 1497865, being an approximate 13.955 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 14; generally located south of Mark Alexander Court and west of the BNSF Railroad,

32) Collin CAD Property ID 2611595, being an approximate 6.040 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 12-2; generally located south of Mark Alexander Court and approximately 670 west of the BNSF Railroad,

33) Collin CAD Property ID 1004549, being an approximate 64.4 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 4; generally located west of the BNSF Railroad and south of CR 99,

34) Collin CAD Property ID 1725752, being an approximate 12.6 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 6; generally located east of the BNSF Railroad and approximately 450 feet south of CR 99,

35) Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 21; generally located north of Mark Alexander Court and approximately 700 feet west of Kristina Court, and

36) Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,

37) Collin CAD Property ID 2656677, being an approximate 150.667 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 18; generally located on the southwest corner of Choate Parkway and Custer Road,

38) Collin CAD Property ID 2794435, being an approximate 170.958 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 14; generally located south of Choate Parkway and approximately 1,500 feet west of Custer Road,

39) Collin CAD Property ID 2794473, being an approximate 50.117 acre tract of land in Collin County, Texas, legally described Abstract No. 945 in the Coleman Watson Survey, Tract 28; generally located north of Brinkmann Ranch Road Parkway and approximately 2,500 feet west of Custer Road, and

40) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road.

Background Information:

The purpose of the public hearing is to annex certain properties in alignment with the City's growth strategies and per the direction from the City Council.

Below is the anticipated annexation schedule for the properties:

~~April 14, 2020 - City Council acts on a resolution to set the public hearing dates.~~
May 12, 2020 - First Public Hearing to be held.
October 2020 - Petition Verification
November 10, 2020 - Second Public Hearing to be held.
December 8, 2020 - Third Public Hearing and annexation ordinance adoption.

Board Review/Citizen Input:
Notice of the first public hearing was published in *The Celina Record* on May 1, 2020.

Supporting Documents:
- Location Map
- Staff Presentation

Staff Recommendation:
NA

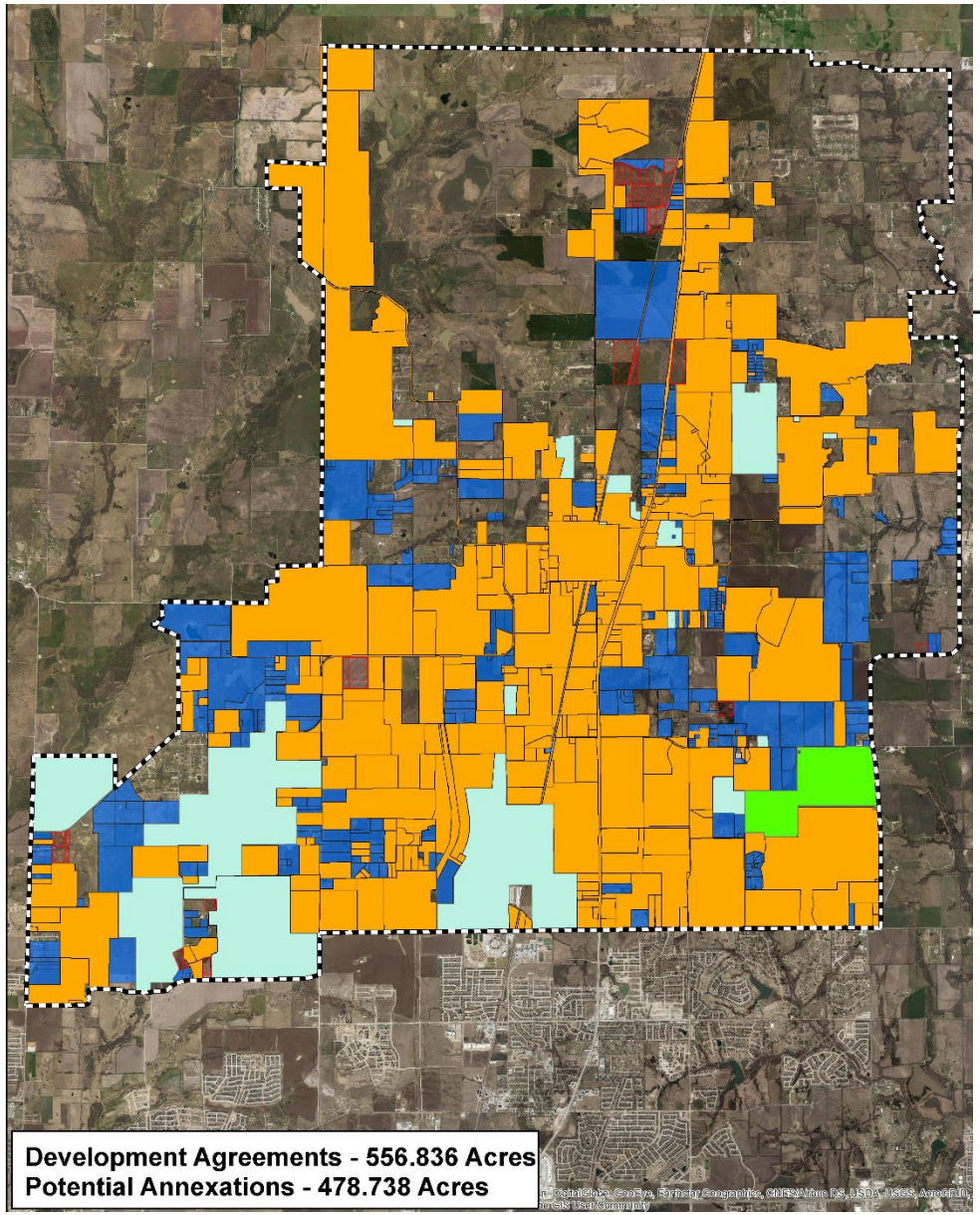
Annexation 20-03

City Council

May 12, 2020

Attachment: Staff Presentation (20-03 Annexation First Public Hearing)

Annexation Map



Legend

- Roads
- Petitions
- Proposed
- Parcels

Annexation Timeline

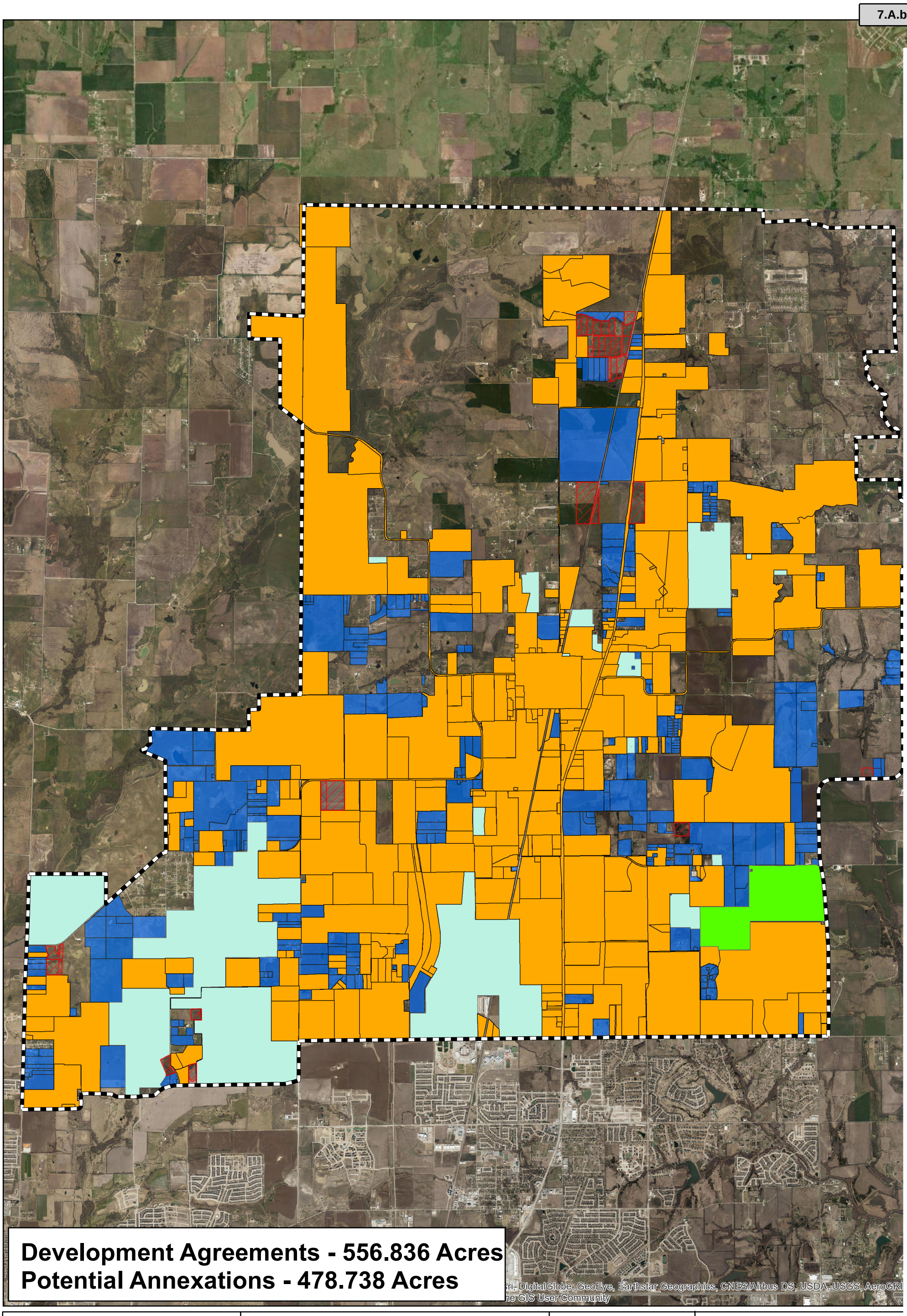
- ~~April 14, 2020 – Annexation Resolution~~
- May 12, 2020 – 1st Public Hearing
- October 2020 – Petition Verification
- November 10, 2020 – 2nd Public Hearing
- December 8, 2020 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (20-03 Annexation First Public Hearing)

Recommendation

- Staff recommends approval

Attachment: Staff Presentation (20-03 Annexation First Public Hearing)



Attachment: Location Map (20-03 Annexation First Public Hearing)

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 4/29/2020

Legend

- Ultimate Boundary
- Development Agreement
- Potential Annexations
- DA's

N W E S

0 5,000 10,000 Feet

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:	May 12, 2020
Re:	Avilla (The Grove) Expansion Planned Development

Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning an approximately 6 acre tract of land from General Commercial (C-2) to Planned Development (PD) with Mixed-Use District (MU) base zoning, generally located approximately 700 feet west of Preston Road and approximately 1,400 feet north of Frontier Parkway, within the City Limits. (Avilla (The Grove) Expansion Planned Development) (McAfee)

Owner:
Inverciones Meza, LLC
6040 Durango Dr.
The Colony, TX 75056

Applicant:
NexMetro Communities
2221 Lakeside Boulevard, Suite 1210
Richardson, TX 75082

Background Information:
The City Council approved a Planned Development Amendment (PD-67) for a mixed-use project at the northwest corner of Preston Road and Frontier Parkway in October 2019. The PD included various tracts for retail, office, and multi-family. The applicant's request is to expand one of the tracts onto the six acres to the north as an extension of the proposed one-story multi-family product.

Board Review/Citizen Input:
At the March 17, 2020 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

The City Council opened and continued the public hearing for this zoning request at its April 14th regular meeting per the applicant's request.

A notice of the public hearing was published in *The Celina Record* on March 27, 2020.

Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

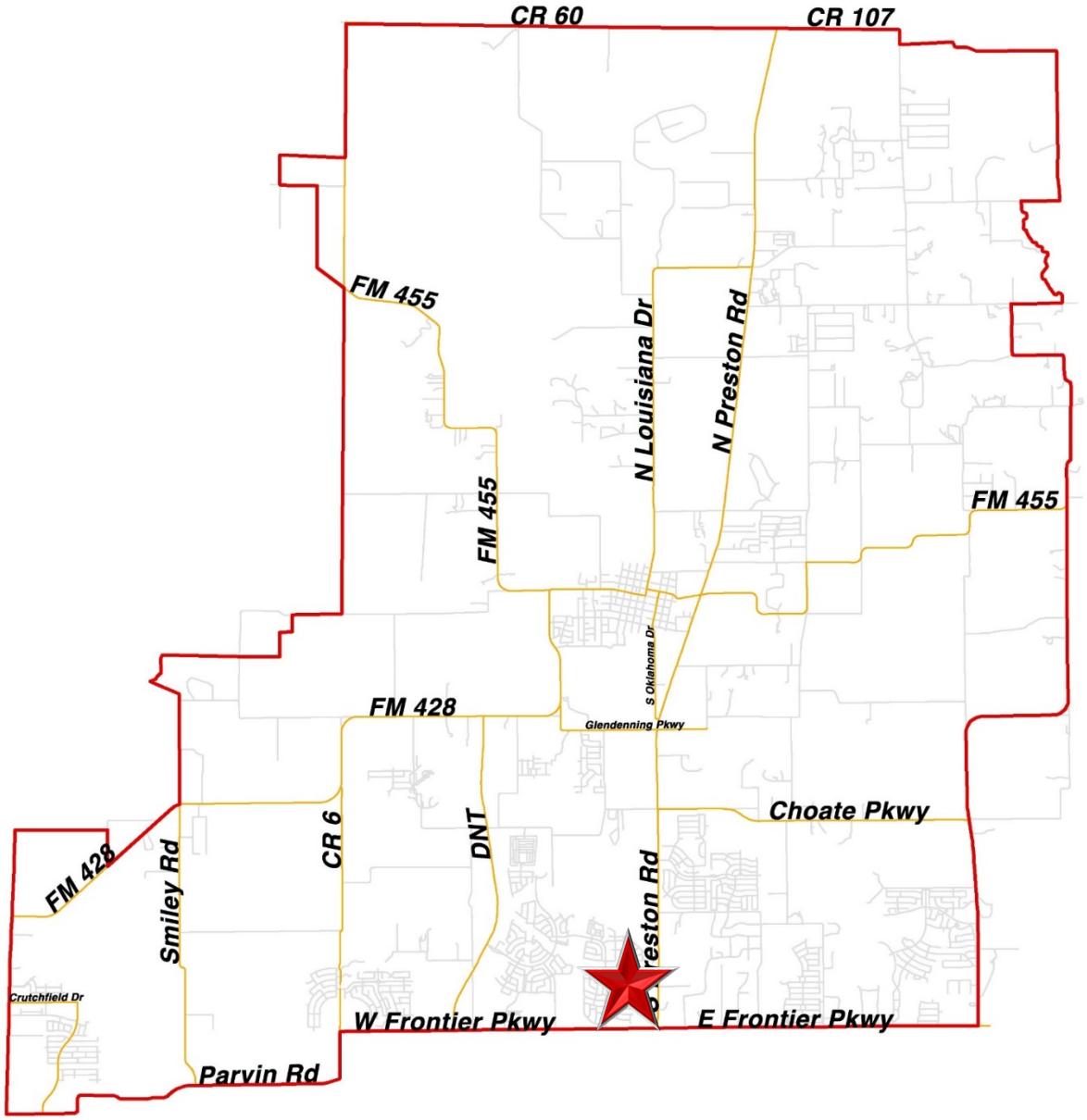
Staff recommends approval as presented.

Avilla (The Grove) Expansion

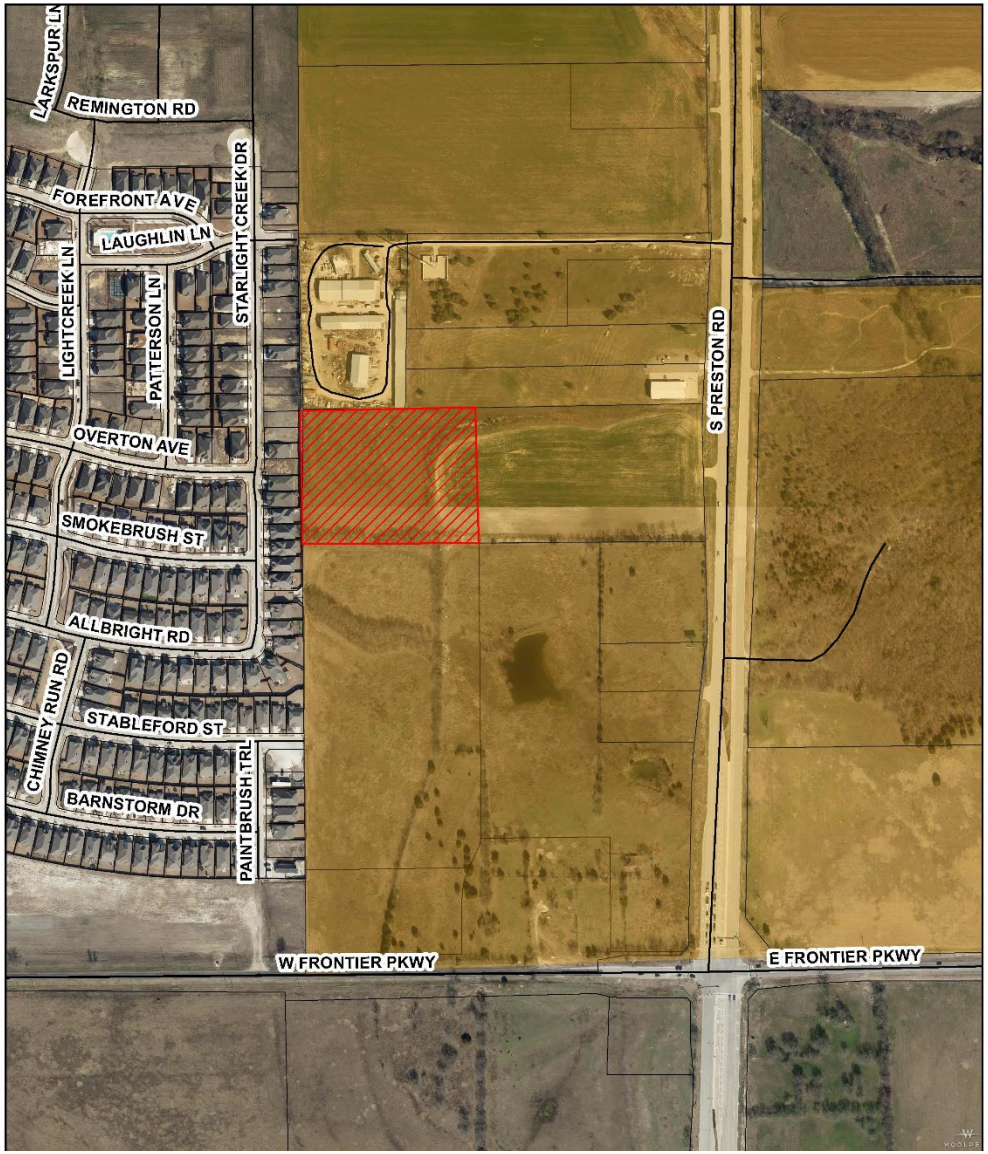
Planned Development

City Council

May 12, 2020



Attachment: Staff Presentation (Avilla (The Grove) Expansion Planned Development)



Location Map

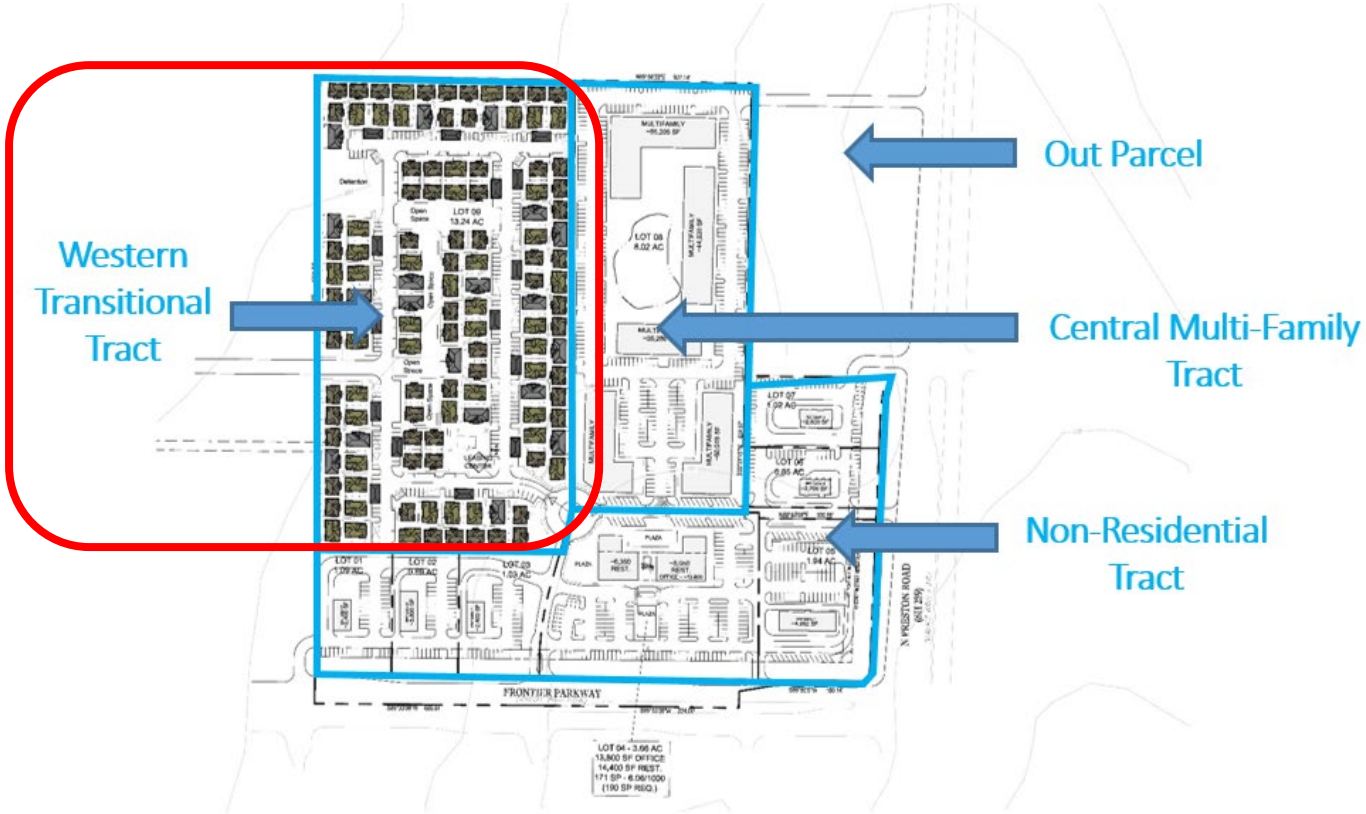
The subject property is generally located at the northwest corner of Preston Road and Frontier Parkway

Attachment: Staff Presentation (Avilla (The Grove) Expansion Planned Development)

Background

- The property is approximately 6 acres within the City Limits and currently zoned Commercial (C)
- In October 2019, the City approved a Planned Development Amendment (PD-67) for a mixed-use project at the northwest corner of Preston and Frontier with various tracts for retail, office, multi-family
- The request is to expand one of the tracts ("Western Transitional Tract") onto the 6 acres

Concept Plan (2019)



Concept Plan

	1 BDRM	2 BDRM	3 BDRM
PHASE 2 north side	14	22	20
PHASE 1 south side	42	56	45
TOTALS	56 28%	79 39%	65 33%

TOTAL UNITS: 200

Attachment: Staff Presentation (Avilla (The Grove) Expansion Planned Development)

Project Overview

- The "Western Transitional Tract – North (Ph. 2)" expands the original Western Transitional Tract with the proposed 1-story multi-family product
- The additional 6 acres will yield approximately 57 units, with a total of both phases at 200 units as originally contemplated
- A 20' landscape buffer on the western perimeter and 10' landscape buffers on the northern and eastern perimeters apply from the original PD

Project Overview

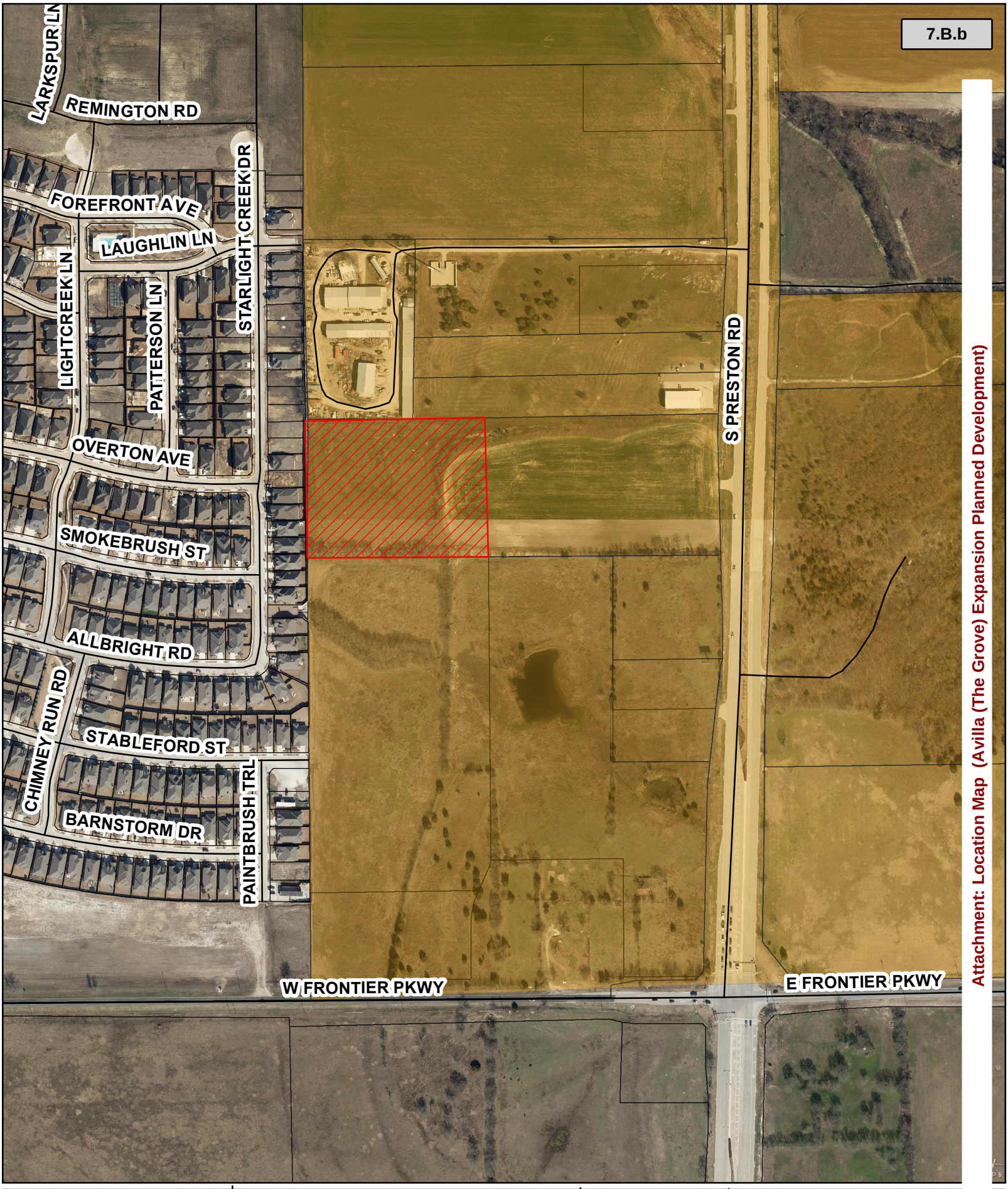
- An 8’ masonry wall is required on the western perimeter
- Tall opaque contiguous evergreen vegetative screening is required on north and east
- A detention/retention area may be required, and will be amenitized

Policy Considerations

- The project maintains the 200 total multi-family units as originally contemplated and already approved
- The proposed 1-story multi-family product is appropriate away from the Preston/Frontier intersection, adjacent to Light Farms, and at the rear of the existing property zoned for Commercial

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its March 17th regular meeting
- The City Council tabled the zoning request at its April 14th regular meeting
- Staff recommends approval as presented



Attachment: Location Map (Avilla (The Grove) Expansion Planned Development)

CELINA TEXAS est. 1876
Life Connected.

Location Map
Avilla Grove Expansion

Date: 3/3/2020

Legend

- Roads
- AvillaExpansion
- City Limits
- Parcels

N W E S

0 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2020-____
AVILLA (THE GROVE) EXPANSION
PLANNED DEVELOPMENT #105

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 6 ACRE TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED APPROXIMATELY 700 FEET WEST OF PRESTON ROAD AND APPROXIMATELY 1,400 FEET NORTH OF FRONTIER PARKWAY, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 105; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Regulations set forth in Exhibit "B" and Exhibit "C", attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (Avilla (The Grove) Expansion Planned Development)

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. 105 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B: Concept Plan
Exhibit C: Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit "A" attached hereto and incorporated herein as PD No. 105, and incorporates the Concept Plan attached hereto as Exhibit "B" and the Development Regulations attached hereto as Exhibit "C."

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as

Attachment: Draft Ordinance (Avilla (The Grove) Expansion Planned Development)

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 (Avilla (The Grove) Expansion Planned Development)

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of May, 2020.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Collin County School Land Survey, Abstract No. 167, being part of a called 12.0734 acre tract of land described in a Warranty Deed with Vendor's Lien to Inverciones Meza, LLC, recorded in Instrument No. 20160119000060220, Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at one-half inch iron rod with yellow plastic cap stamped "Prop. Cor. Bohler" (herein after called capped iron rod) found at the southwest corner of said 12.0734 acre tract of land and the northwest corner of a called 12.638 acre tract of land described in a Special Warranty Deed to Nexmetro Grove, LP, recorded in Instrument No. 20191121001486670, O.P.R.C.C.T., said capped iron rod being in the east line of Block N, of Light Farms Phase Three, an addition to the City of Celina, according to the plat recorded in Volume 2018, Page 149, O.P.R.C.C.T;

THENCE North 00 degrees 24 minutes 28 seconds West, a distance of 414.89 feet along the west line of said 12.0734 acre tract of land to a capped iron rod set at the northwest corner of said 12.0734 acre tract of land and the southwest corner of a called 3.99 acre tract of land described as Tract A in a Gift Deed to Terry David Barnes, recorded in Instrument No. 20060123000093180, O.P.R.C.C.T, said point being in the east line of Block N, of The Sage Neighborhood-Phase 2, an addition to the City of Celina, according to the plat recorded in Volume 2017, Page 327, O.P.R.C.C.T;

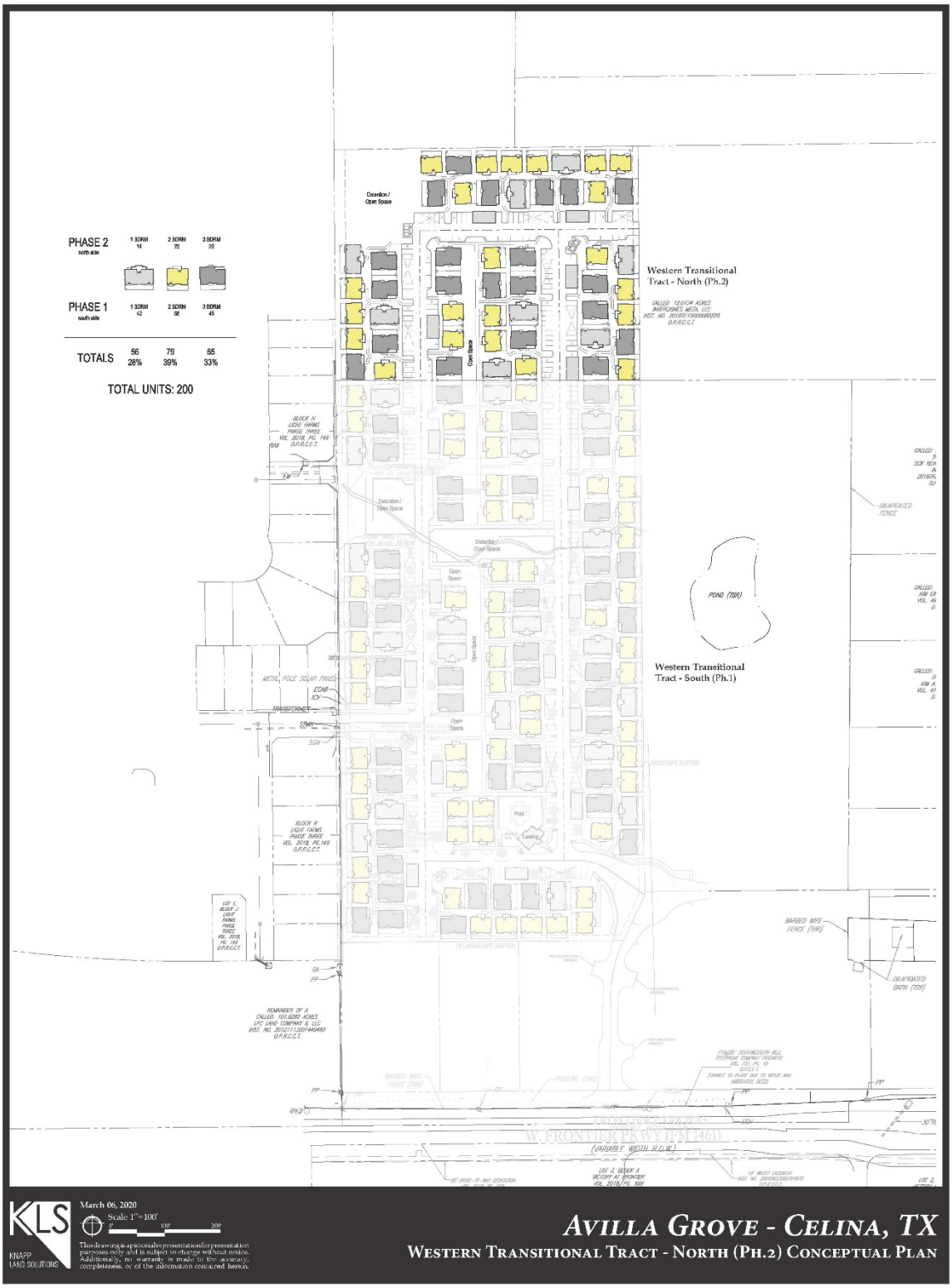
THENCE North 89 degrees 20 minutes 30 seconds East, a distance of 546.17 feet along the north line of said 12.0734 acre tract of land to a capped iron rod set in the south line of a called 2.655 acre tract of land described as Tract Four in a Special Warranty Deed to SCK Rentals, LLC, recorded in Instrument No. 20160629000828250, O.P.R.C.C.T, from which a one-half inch iron rod found at the northeast corner of said 12.0734 acre tract of land and the southeast corner of said 2.655 acre tract of land bears North 89 degrees 20 minutes 30 seconds East a distance of 702.14 feet, said iron rod being in the west line of Preston Road-S.H 289 (a variable width right-of-way);

THENCE South 00 degrees 30 minutes 59 seconds East, a distance of 420.86 feet over and across said 12.0734 acre tract of land to a capped iron rod found in the south line of said 12.0734 acre tract of land, said capped iron rod being at the northeast corner of a said 12.638 acre tract of land and the northwest corner of a called 11.836 acre tract of land described as Tract 1 in a Warranty Deed to P Dub Investments, Limited, recorded in Instrument No. 20191121001487500, O.P.R.C.C.T, from which a 60D Nail found at the northeast corner of said 11.836 acre tract of land and the northwest corner of a called 2.3684 acre tract of land described as Tract 5 in a Special Warranty Deed to SCK Revocable Trust, recorded in Instrument No. 20160629000828260, O.P.R.C.C.T bears North 89 degrees 58 minutes 03 East a distance of 380.17 feet;

THENCE South 89 degrees 58 minutes 03 seconds West, a distance of 546.97 feet along the south line of said 12.0734 acre tract of land and the north line of said 12.638 acre tract of land to the **POINT OF BEGINNING** and 228,394 square feet or 5.243 acres tract of land.

Attachment: Draft Ordinance (Avilla (The Grove) Expansion Planned Development)

Exhibit B
Concept Plan



Attachment: Draft Ordinance (Avilla (The Grove) Expansion Planned Development)

Exhibit C
Development Regulations

PROJECT OVERVIEW

This Planned Development includes cottage style residential to be an extension of the community already approved in The Grove at Frontier (Lanterra) PD-67 for the Western Transitional Tract, generally on the northwest corner of Preston Road and Frontier Parkway. This addition will be "Western Transitional Tract – North (Ph. 2)". The expansion shall be developed as a unified and cohesive development with the property to the south, and ultimately platted as one lot.

CONCEPT PLAN

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of buildings, parking lots, and other site layout features, all of which can be adjusted for pragmatic purposes at time of permitting, and such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services.

LANDSCAPING SCREENING

The landscaping on the subject property shall abide by the Zoning Ordinance, as may be amended.

LIGHTING

1. All exterior light sources, including wall packs and light poles, shall be properly recessed and/or shielded so that the source of light is not visible horizontally nor upward.
2. Light poles are limited to 30' in height.
3. Perimeter property lines shall have zero-foot candles where adjacent to single family residential use in terms of illumination measurement.

OTHER DESIGN STANDARDS

1. No overhead utilities are allowed on-site.
2. Vehicular cross access and pedestrian connectivity is required throughout the subject property.
3. Where possible, elevation changes that require retaining walls shall not undermine the requirements for landscape buffers, trees, and pedestrian linkages.
4. A maximum of 2-story buildings are allowed within 100-feet adjacent to the single-family use along the west boundary for all uses.
5. A 20-ft landscape buffer is required adjacent to the single-family use along the western boundary. Residential fences may be placed within this landscape buffer.
6. A 10-ft landscape buffer is required adjacent to the north and east limits of this tract. Residential fences may be placed within this landscape buffer.
7. An 8-ft high masonry wall is required for all uses adjacent to the single-family along the western boundary except townhome use. For all other perimeters of the Western Transitional Tract (North, Ph. 2), tall opaque contiguous evergreen vegetative screen is required.
8. All residential buildings shall be sprinkled. When sprinkled, buildings shall have a minimum of 8 feet of separation between foundations.
9. Yard spaces may be divided by 6' wooden fences.
10. Parking shall be 1.8 spaces per unit minimum.
11. Allowable materials to include brick, stone, synthetic stone, stucco, and fiber cement siding. Brick or stone shall be used on a minimum of 85% of the gross front elevation area with 50% minimum of the sides and rear elevations.
12. Detention may be required and if provided, must be amenitized.

Attachment: Draft Ordinance (Avilla (The Grove) Expansion Planned Development)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	La Terra Planned Development

Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning an approximately 100 acre tract of land, by repealing and replacing Planned Development (PD) No. 35 with a new Planned Development to allow for a master planned single-family residential development; generally located on the northwest corner of J. Fred Smith Parkway and Celina Parkway, within the City Limits. (La Terra Planned Development) (Mohan)

Owner:
Horizon Celina Partners LLC
Pointe Land & Development, LLC
6860 Dallas Parkway, Suite 200
Plano, TX 75024

Applicant:
Dowdey, Anderson, & Associates, Inc.
5225 Village Creek Drive, Suite 200
Plano, TX 75093

Background Information:
The proposed Planned Development is for approximately 100 acres on the northwest corner of J. Fred Smith Parkway and Celina Parkway. In November 2019, the City approved a Development Agreement for a single-family subdivision that also outlined the future development regulations for the property. The proposed PD is only for the portion within the City Limits, and is in conformance with the approved DA.

Board Review/Citizen Input:
At the April 21, 2020 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

A notice of the public hearing was published in *The Celina Record* on April 24, 2020.

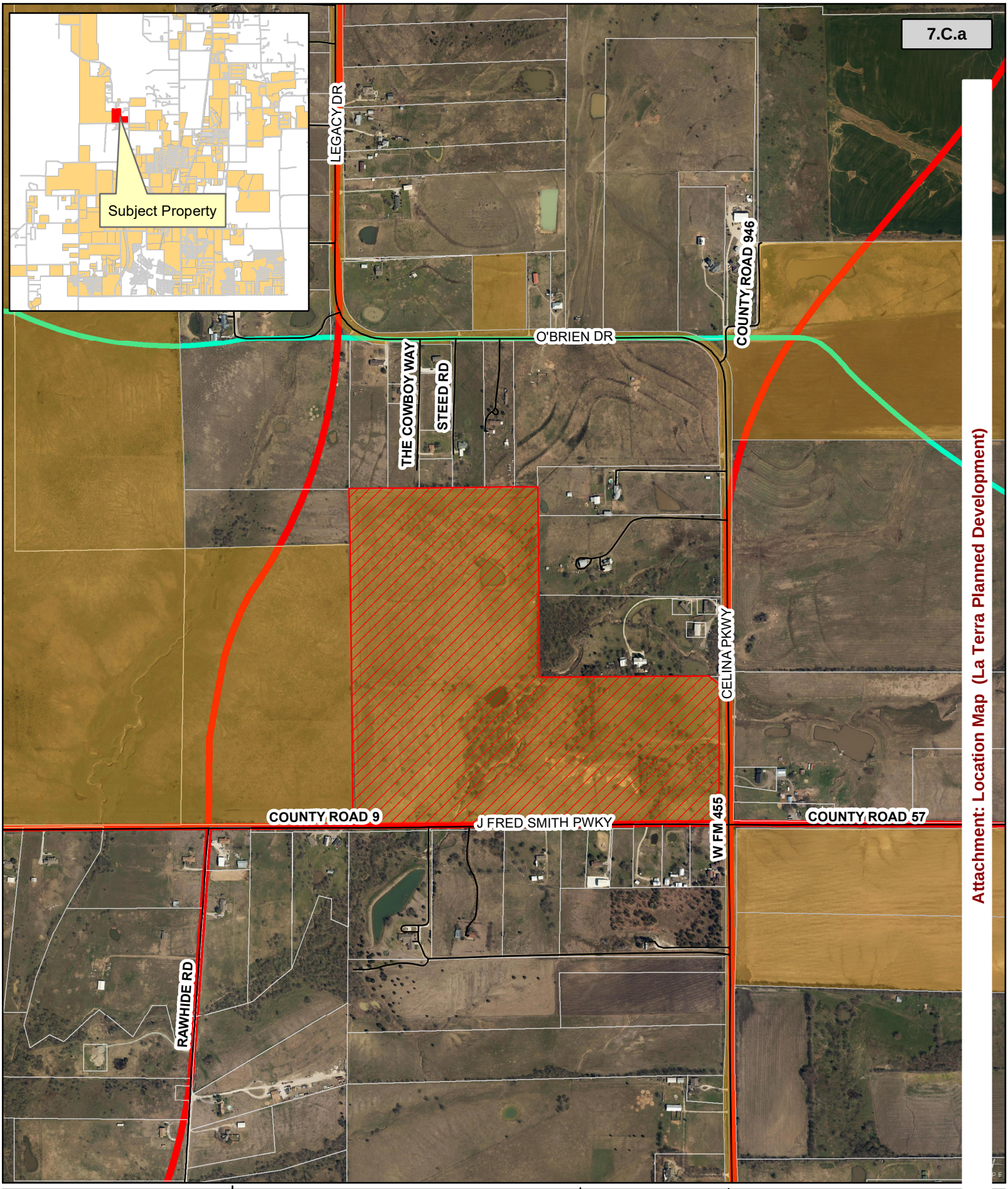
Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the

subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Document:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (La Terra Planned Development)

CELINA TEXAS EST. 1876

Life Connected.

La Terra Location Map

Date: 4/6/2020

Legend

- Roads
- LaTerra
- City Limits
- Parcels

N W E S

0 Feet

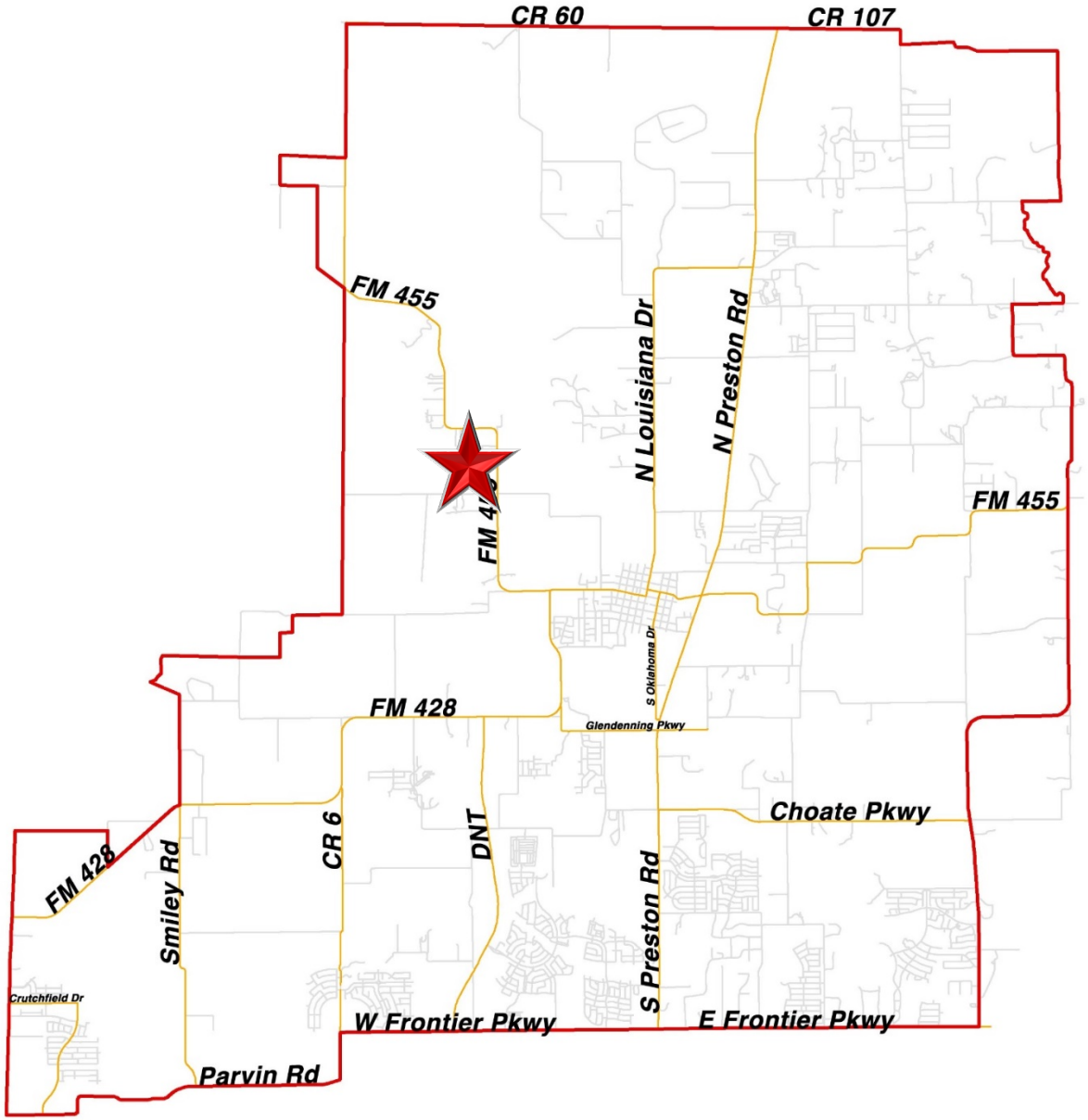
La Terra

Planned Development

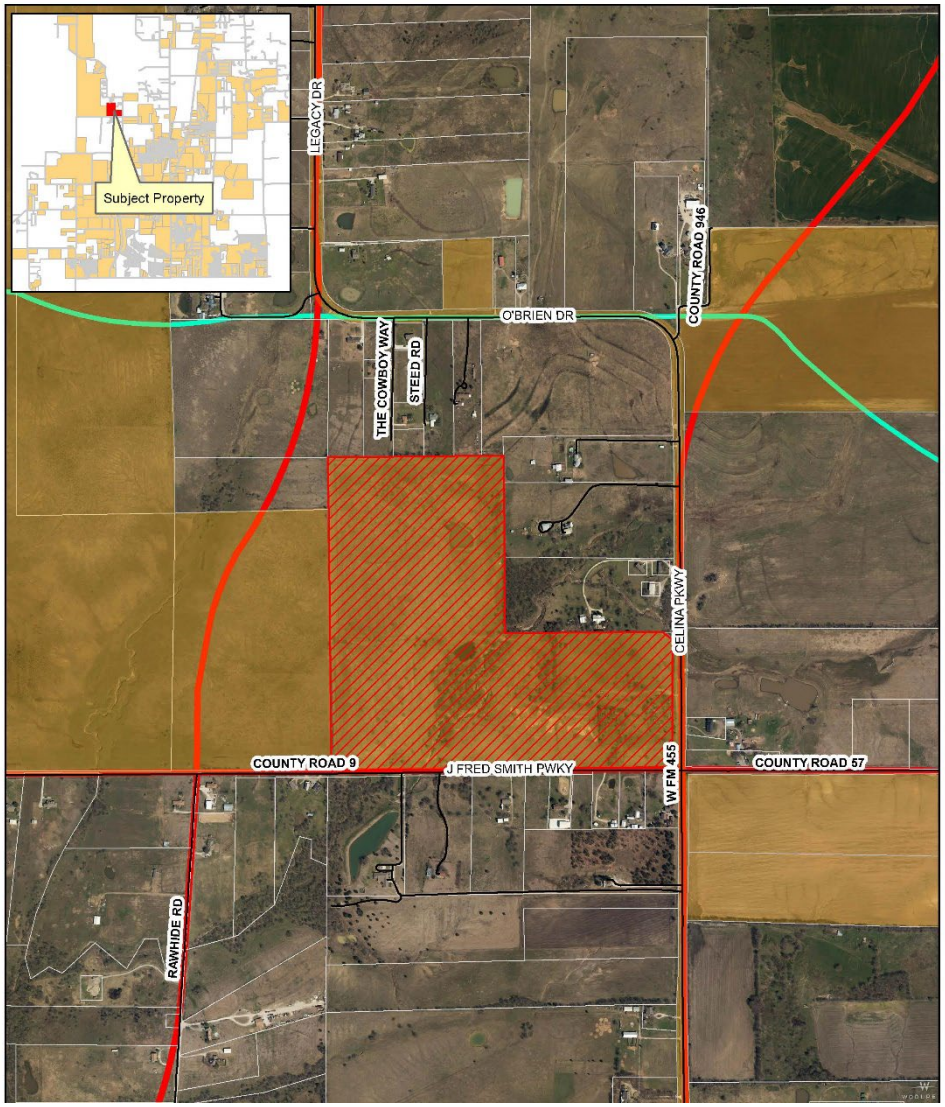
City Council

May 12, 2020

Attachment: Staff Presentation (La Terra Planned Development)



Attachment: Staff Presentation (La Terra Planned Development)



Location Map

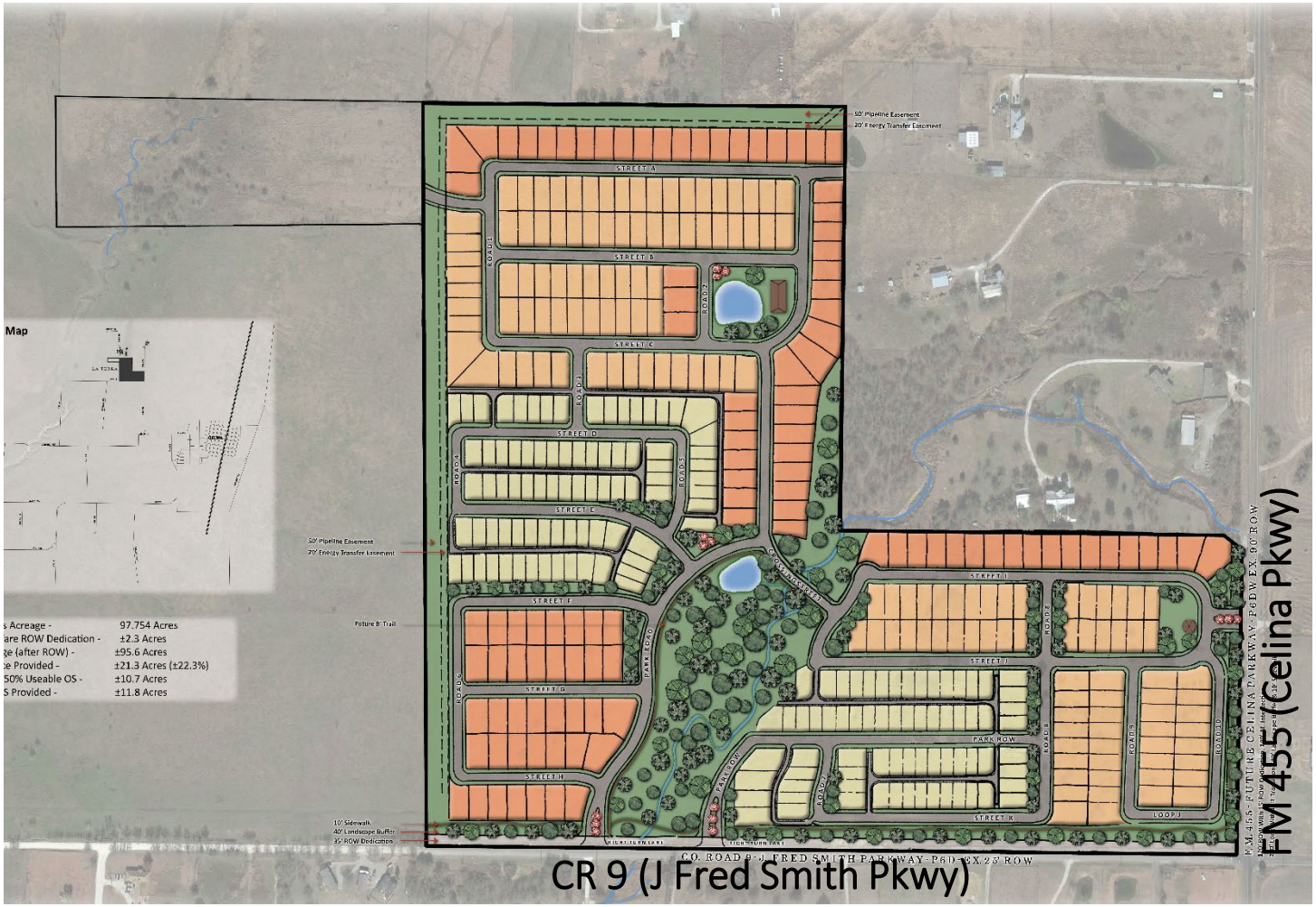
The subject property is located on the northwest corner of CR 9 (future J Fred Smith Parkway) and FM 455 (future Celina Parkway)

Attachment: Staff Presentation (La Terra Planned Development)

Background

- The property is approximately 100 acres within the City Limits
- In November 2019, the City approved a Development Agreement for a single-family subdivision that also outlined the future development regulations for the subject property

Concept Plan



Attachment: Staff Presentation (La Terra Planned Development)

Project Overview

- The approved DA included 396 lots (mix of 40’, 50’, and 60’ wide) largely in the City Limits and a commercial tract primarily in the ETJ adjacent to Legacy Drive
- The proposed Planned Development is only for the portion within the City Limits and is in conformance with the approved DA

P&Z Public Hearing

- One resident asked questions about the trail network within the subdivision and questioned the timing of the future commercial portion in the ETJ.

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its April 21st regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (La Terra Planned Development)

CITY OF CELINA, TEXAS

ORDINANCE 2020-____
LA TERRA
PLANNED DEVELOPMENT #108

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 98 ACRE TRACT OF LAND LOCATED IN THE J. HEATH SURVEY, ABSTRACT NO. 387, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED ON THE NORTHWEST CORNER OF COUNTY ROAD 9 AND FM 455; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN BY REPEALING AND REPLACING PLANNED DEVELOPMENT DISTRICT NO. 35 WITH "PD" PLANNED DEVELOPMENT DISTRICT NO. 108; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan, Screening Plan, and Development Regulations set forth in Exhibit "B", Exhibit "C", and Exhibit "D", attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of

Attachment: Draft Ordinance (La Terra Planned Development)

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. 108 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B: Concept Plan
Exhibit C: Screening Plan
Exhibit D: Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit "A" attached hereto and incorporated herein as PD No. 108, and incorporates the Concept Plan attached hereto as Exhibit "B", the Screening Plan attached hereto as Exhibit "C", and the Development Regulations attached hereto as Exhibit "D."

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as

Attachment: Draft Ordinance (La Terra Planned Development)

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 (La Terra Planned Development)

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of May, 2020.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (La Terra Planned Development)

Exhibit A
Legal Description

97.754 ACRES

BEING a tract of land in the J. HEATH SURVEY, ABSTRACT NO. 387, Collin County, Texas, and being part of that tract of land conveyed in Deed to JASC Investments Inc., according to the document of record filed in Document Number 20160610000730460, Official Public Records, Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 1/2" iron rod found for the common northwest corner of said JASC Investments Inc. tract and the southwest corner of that tract of land conveyed in Deed to Charles Ray Huddleston and Sherry Lynn Huddleston, according to the document filed of record in Volume 1368, Page 368, Deed Records, Collin County, Texas;

THENCE N 89° 56' 49" E, with the common north line said JASC Investments Inc. tract and the south line of said Huddleston tract, a distance of 269.47 feet to a 3/8" iron rod found for the common southeast corner of said Huddleston tract and the southwest corner of that tract of land described as Tract 1 as conveyed in Deed to Rodney L. Steed and wife, Tommie S. Steed, according to the document of record filed in Book 4393. Page 0942, Official Public Records, Collin County, Texas;

THENCE N 89° 06' 37" E, with the common north line said JASC Investments Inc. tract and the south line of said Tract 1, a distance of 220.24 feet to a 1/2" iron rod found for the common southeast corner of said Tract 1 and the southwest corner of that tract of land described as Tract 1 as conveyed in Deed to Tommie S. Steed and Rodney L. Steed, according to the document of record filed in Document Number 20071011001400330, Official Public Records, Collin County, Texas;

THENCE N 89° 35' 00" E, with the common north line said JASC Investments Inc. tract and the south line of said Tract 1, a distance of 220.01 feet to a 1/2" iron rod found for the common southeast corner of said Tract 1 and the southwest corner of that tract of land described as Tract 1 as conveyed in Deed to Rodney Lynn Steed, Linda Steed Evans, Kathy Steed Hill, Sally Ann Steed and Peggy Steed Jordan, according to the document of record filed in Document Number 20160323000342410, Official Public Records, Collin County, Texas;

THENCE N 89° 29' 11" E, with the common north line said JASC Investments Inc. tract and the south line of said Tract 1, a distance of 220.84 feet to a 1/2" iron rod found for the common southeast corner of said Tract 1 and the southwest corner of that tract of land conveyed in Deed to Jacki Cantrell, Co-Trustee of the Cantrell Family Trust; Kenny Cantrell, Co-Trustee of the Cantrell Family Trust; and Debbie Cantrell, Co-Trustee of the Cantrell Family Trust, according to the document of record filed in Document Number 20071205001624610, Official Public Records, Collin County, Texas;

THENCE N 89° 45' 20" E, with the common north line said JASC Investments Inc. tract and the south line of said Cantrell Family Trust tract, distance of 220.24 feet to a 1/2" iron rod found for

Attachment: Draft Ordinance (La Terra Planned Development)

the common southeast corner of said Cantrell Family Trust tract and the southwest corner of that tract of land conveyed in Deed to Celina Parkway 28 Partners, LTD, according to the document of record filed in Document Number 20170616000786060, Official Public Records, Collin County, Texas;

THENCE N 89° 28' 39" E, with the common north line said JASC Investments Inc. tract and the south line of said Celina Parkway 28 Partners, LTD, a distance of 160.17 feet to a 1/2" iron rod set in the west line of that tract of land conveyed in Deed to Leslie C. Hall and Spouse, Barbara P. Hall, according to the document of record filed in Document Number 19920408000221690, Official Public Records, Collin County, Texas, for the common northeast corner of said JASC Investments Inc. tract and the most southerly southeast corner of said Celina Parkway 28 Partners, LTD;

THENCE S 00° 34' 21" E, with the common east line of said JASC Investments Inc. tract and the west line of said Hall tract, a distance of 199.37 feet to a 1/2" iron rod found for the common southwest corner of said Hall tract and the northwest corner of that tract of land conveyed in Deed to Jenny Kay Tolleson, according to the document of record filed in Document Number 20190927001202340, Official Public Records, Collin County, Texas;

THENCE S 00° 39' 11" E, with the common east line of said JASC Investments Inc. tract and the west line of said Jenny Kay Tolleson tract, a distance of 551.88 feet to a 1/2" iron rod found for the common southwest corner of said Jenny Kay Tolleson tract and the northwest corner of that tract of land conveyed in Deed to Laddie Garner and wife, Joan Garner, according to the document of record filed in Book 3969, Page 3021, Official Public Records, Collin County, Texas;

THENCE S 00° 30' 47" E, with the common east line of said JASC Investments Inc. tract and the west line of said Garner tract, a distance of 573.65 feet to a 1/2" iron rod set for a common interior ell corner of said JASC Investments Inc. tract and the southwest corner of said Garner tract;

THENCE N 88° 47' 55" E, with the common north line of said JASC Investments Inc. tract and the south line of said Garner tract a distance of 756.71 feet to a 1/2" iron rod found;

THENCE S 89° 25' 38" E, continuing with said common line, a distance of 447.04 feet to a 1/2' iron rod set;

THENCE S 51° 55' 44" E, a distance of 65.81 feet to a 1/2" iron rod set in the west line of Farm-to-Market Road 455 (FM 455), a 90' right-of-way, for the most easterly northeast corner of said JASC Investments Inc. tract;

THENCE S 00° 17' 07" E, with the common east line of said JASC Investments Inc. tract and the west line of said FM 455, a distance of 945.84 feet to a 1/2" iron rod set at the intersection of the west line of said FM 455 and the north line of CR 9, for the southeast corner of said JASC Investments Inc. tract;

Attachment: Draft Ordinance (La Terra Planned Development)

THENCE S 89° 16' 10" W, with the common south line of said JASC Investments Inc. tract and the north line of said CR 9, a distance of 2,532.41 feet to a 1/2" iron rod set in the east line of that tract of land conveyed in Deed to Dynavest Joint Venture, according to the document of record filed in Book 2288, Page 114, Deed Records, Collin County, Texas, for the southwest corner of said JASC Investments Inc. tract;

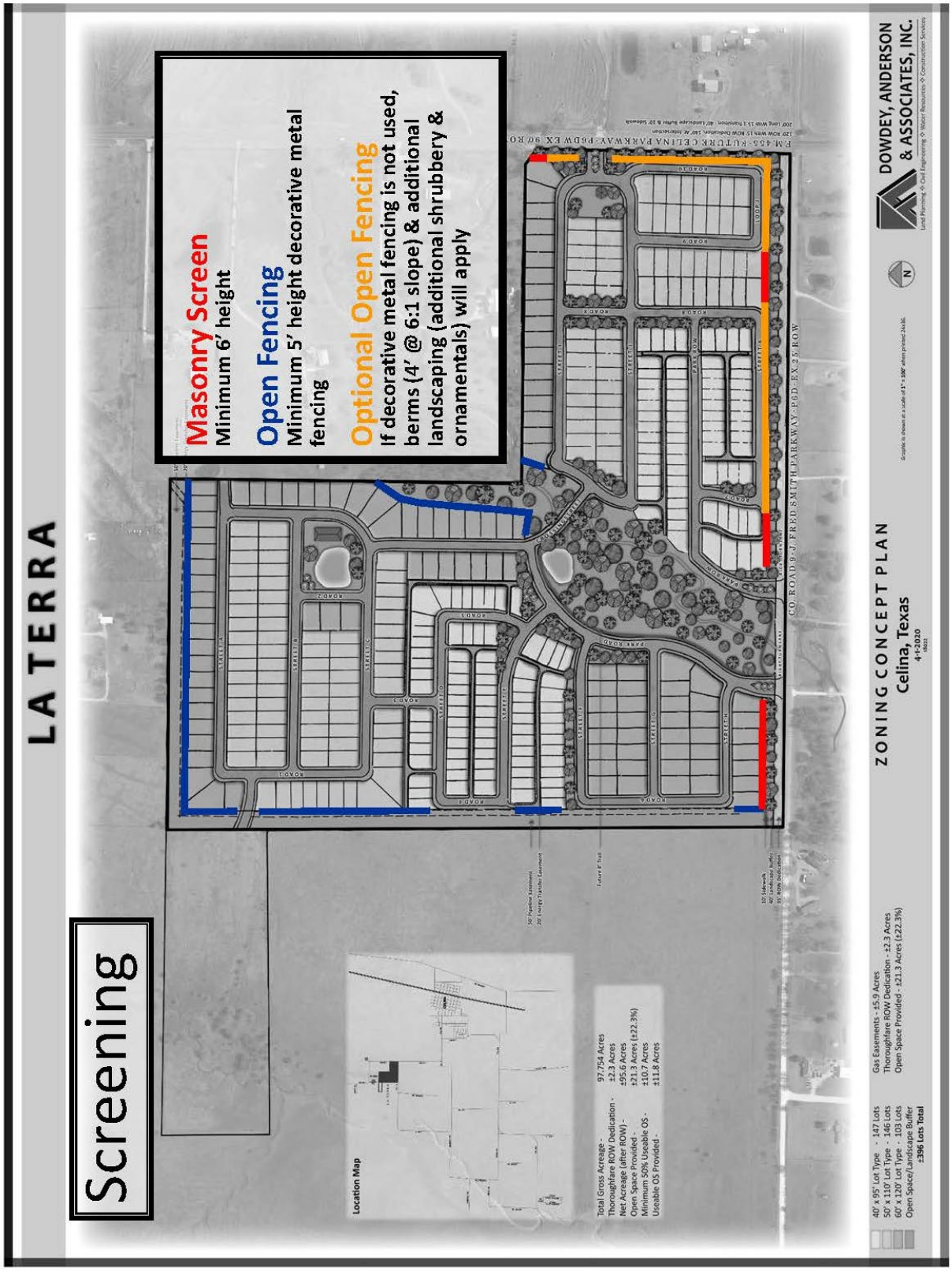
THENCE N 01° 29' 13" W, with the common west line of said JASC Investments Inc. tract and the east line of said Dynavest Joint Venture tract, a distance of 1,940.30 feet to a 1/2" iron rod with a red plastic cap stamped "PEISER-MANKIN" found for the most easterly northeast corner of said Dynavest Joint Venture tract;

THENCE N 00° 16' 43" W, over and across said JASC Investments Inc. tract, a distance of 382.83 to the **POINT OF BEGINNING**, and containing 97.754 acres of land, more or less.

Exhibit B
Concept Plan

Attachment: Draft Ordinance (La Terra Planned Development)

Exhibit C
Screening Plan



Attachment: Draft Ordinance (La Terra Planned Development)

Exhibit D
Development Regulations

1. Concept Plan

   The development generally consist of lots with both front entry garages and rear entry garages. The lot mix breakdown for each type of lot is as follows:

   - Type 60 Residential Lots – Minimum 100 lots
   - Type 50 Residential Lots – Maximum 260 lots
   - Type 40 Residential Lots – Maximum 150 lots

2. Lot Regulations

   The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

   - Base Zoning: SF
   - Architecture: The subject property is an architecturally, historically, and culturally significant tract of land and shall abide by the City's architectural standards, as may be amended.

	TYPE 60	**TYPE 50**	**TYPE 40**
Minimum Lot Area	6,000 sq. ft.	5,000 sq. ft.	4,000 sq. ft.
Minimum Dwelling Size	1,600	1,400 sq. ft.	1,400
Minimum Lot Width • The lot widths shall be measured along the arc of the front building line. • For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of 5'; the minimum lot width measured at the right-of-way line shall be 35'.	60'	50'	40'
Minimum Lot Depth	100'	100'	90'
Minimum Front Setback	20'	20'	10'
Front Porch	Covered Front Porches may extend over the front building setback line up to eight feet (8') but the garage must remain at or behind the front setback line in all instances. Front Porches are not required.		
Minimum Rear Setback	10'	10'	10'; Driveways for Garages at

Attachment: Draft Ordinance (La Terra Planned Development)

			Alleys: Either 3'-5' or 20'+
Minimum Side Setback **Minimum Side (Corner) Setback** • Except for key lots which side yard shall match the front yard of the adjacent lot.	5' 15'	5' 15'	0' and 5' (with minimum 5' separation) 15'
Maximum Impervious Surface Per Lot	65%	70%	80%
Front Entry Garages	Permitted, no alleys required	Permitted, no alleys required	Not permitted, alleys required
Garage Orientation and Setback	Garages may face the street or be J-swing. For garage doors facing the street, garages shall be flush with or set back from the front building line. J-swing garages may protrude the front building line up to 5' into the front setback for additional variation of homes	Garages may face the street or be J-swing. For garage doors facing the street, garages shall be flush with or set back from the front building line. J-swing garages may protrude the front building line up to 5' into the front setback for additional variation of homes	N/A
Maximum Building Height (Primary Structure)	40' or 2.5 stories		

3. Landscape Requirements

Landscaping shall conform to the provisions set forth in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- Screening:
  - 6' high masonry screening walls are required where residential lots are adjacent to CR 9 and FM 455.
  - Decorative, open fencing may be used when open space, cul-de-sac, or single-loaded rights-of-way (not alleys) are adjacent to the ROW. The developer may also choose in these instances to provide not fencing;

Attachment: Draft Ordinance (La Terra Planned Development)

however, berms (4' @ 6:1 slope) and additional landscaping (additional shrubbery and ornamentals) will apply.
    - Larger, park-like expanses do not require any perimeter screening.
    - Decorative metal fencing is required for any interior lots backing to a park or open space, including the gas easement.
- Landscaping:
    - 40' landscape buffer on both Legacy Drive and CR 9
    - The ROW dedication, landscape buffer, and sidewalk adjacent to FM 455 will be dependent upon its ultimate ROW width, as known as time of plan review
    - Right turn lanes are permitted within the 40' buffer

4. Tree Mitigation
    - Any deviations to the City's Tree Preservation regulations are found within the associated Development Agreement.
    - The subject property shall abide by the City's tree preservation regulations, except that the definition of a Protected Tree shall be any Type 1 or Type 2 tree that is 18" DBH or larger.

5. Subdivision Regulations

   Subdivision design shall conform to the provisions set forth in the subdivision regulations, as they exist or as amended from time to time, except as set forth herein:

    - Final street pattern to be determined at time of permitting. Staff may make minor modifications to the street regulations, subject to discretionary review and approval by the Director of Engineering.
    - Alley Design: No dead end alleys longer than 1 home are permitted.
    - Residential streets shall be minimum 50' right of way and 29' paving from back-to-back of curb. Roll-over curbs are not permitted.

6. General Provisions

    - The building permit for the associated Amenity Center is required to be issued before the issuance of the 300th single family home building permit.
    - The amenity center shall include a pool, lawn area for children, bathrooms, and looped trail around the site that is a minimum 8' wide concrete (can be enlarged sidewalk when along ROW).
    - A 12' wide concrete trail is required along Legacy Drive (per the Master Trails Plan), and an 8' wide concrete trail is also required through the open space area on the Concept Plan.
    - The tract to the northeast shall have at least 1 stub-out for future cross access.

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	Carthage 7-Eleven Planned Development

Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning an approximately 2 acre tract of land from Agricultural District (AG) to Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning with the Preston Road Overlay District (PRO); generally located on the northwest corner of Preston Road and Carthage Road, within the City Limits. (Carthage 7-Eleven Planned Development) (Mohan)

Owner:
Goettsche Teri Trust
PO Box 795726
Dallas, TX 753879

Applicant:
Claymoore Engineering, Inc.
301 S. Coleman, Suite 40
Prosper, TX 75078

Background Information:
The two-acre property is currently zoned Agriculture District (AG). The applicant requests to rezone the property to a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning with the Preston Road Overlay District (PRO), with the additional use of "Auto, Gas Pumps/Fuel Sales" for a proposed 7-Eleven gas station.

Board Review/Citizen Input:
At the April 21, 2020 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

A notice of the public hearing was published in *The Celina Record* on April 24, 2020.

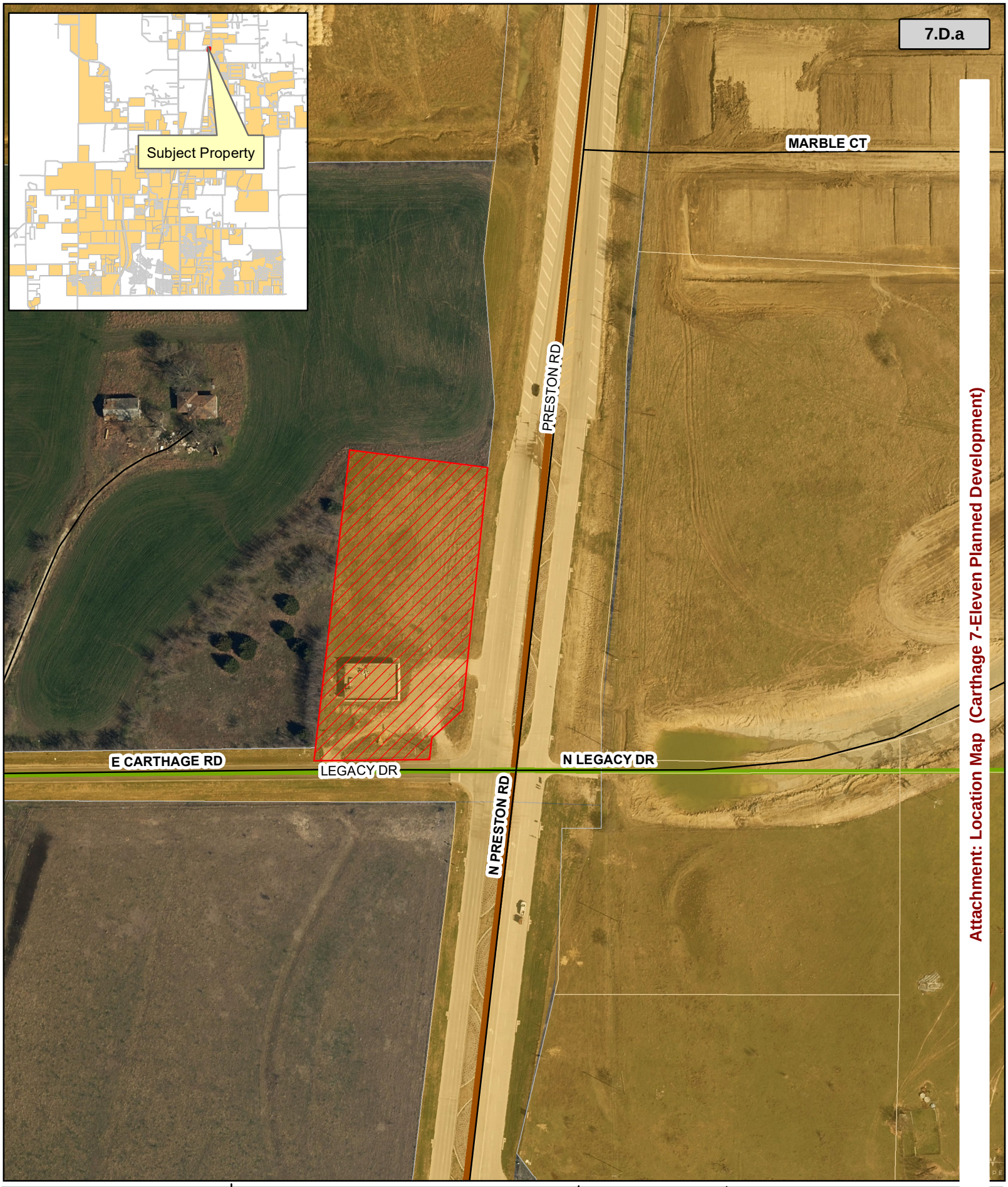
Notices of the public hearing have been sent to all owners of property residing within the city limits, as

indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Document:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Carthage 7-Eleven Planned Development)

CELINA TEXAS EST. 1876
Life Connected.

Carthage 7/11 Location Map

Date: 4/6/2020

Legend

- Roads
- Carthage711
- City Limits
- Parcels

N W E S

0 Feet

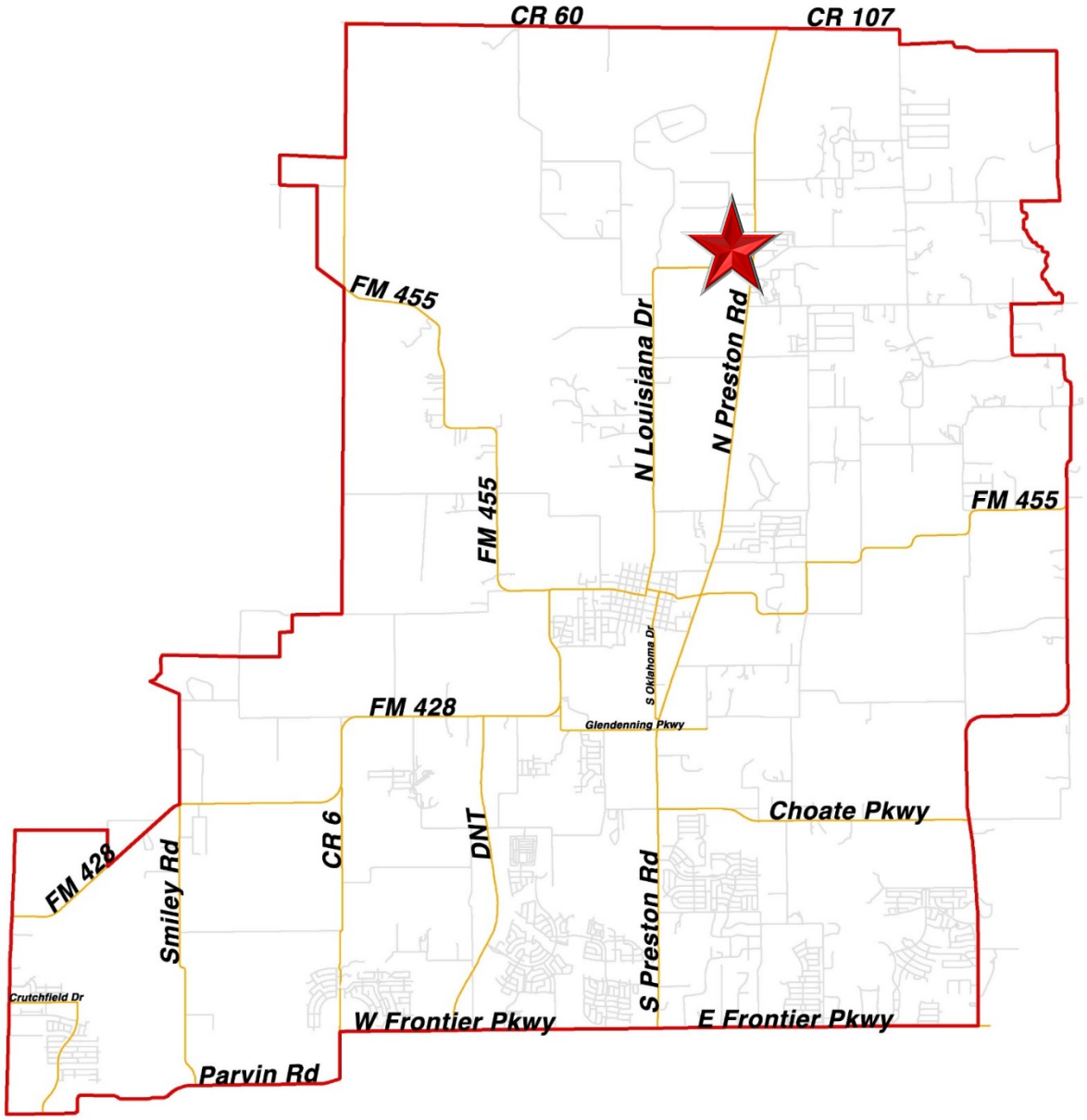
Carthage 7-ELEVEN

Planned Development

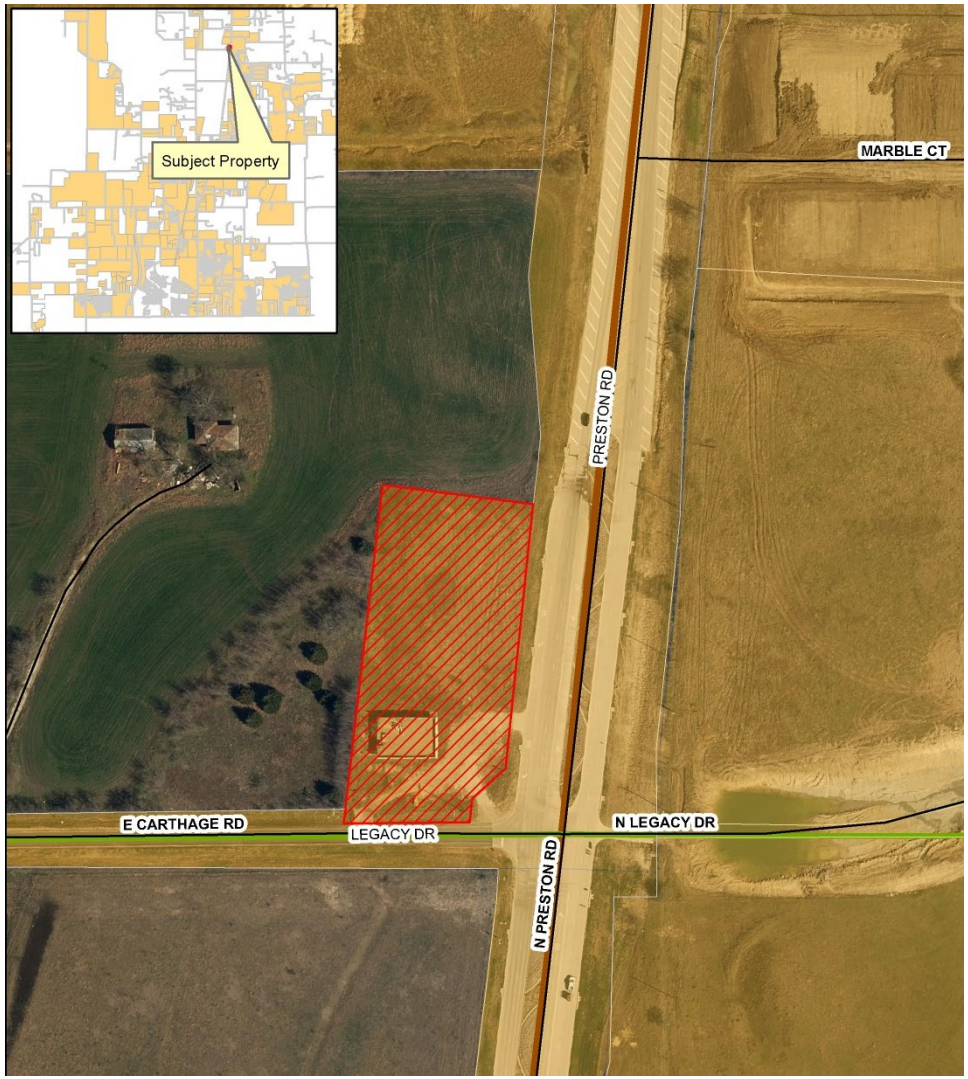
City Council

May 12, 2020

Attachment: Staff presentation (Carthage 7-Eleven Planned Development)



Attachment: Staff presentation (Carthage 7-Eleven Planned Development)



Location Map

The subject property is generally located on the northwest corner of Preston Road and future Legacy Drive (i.e. Carthage Road).

Attachment: Staff presentation (Carthage 7-Eleven Planned Development)

Background

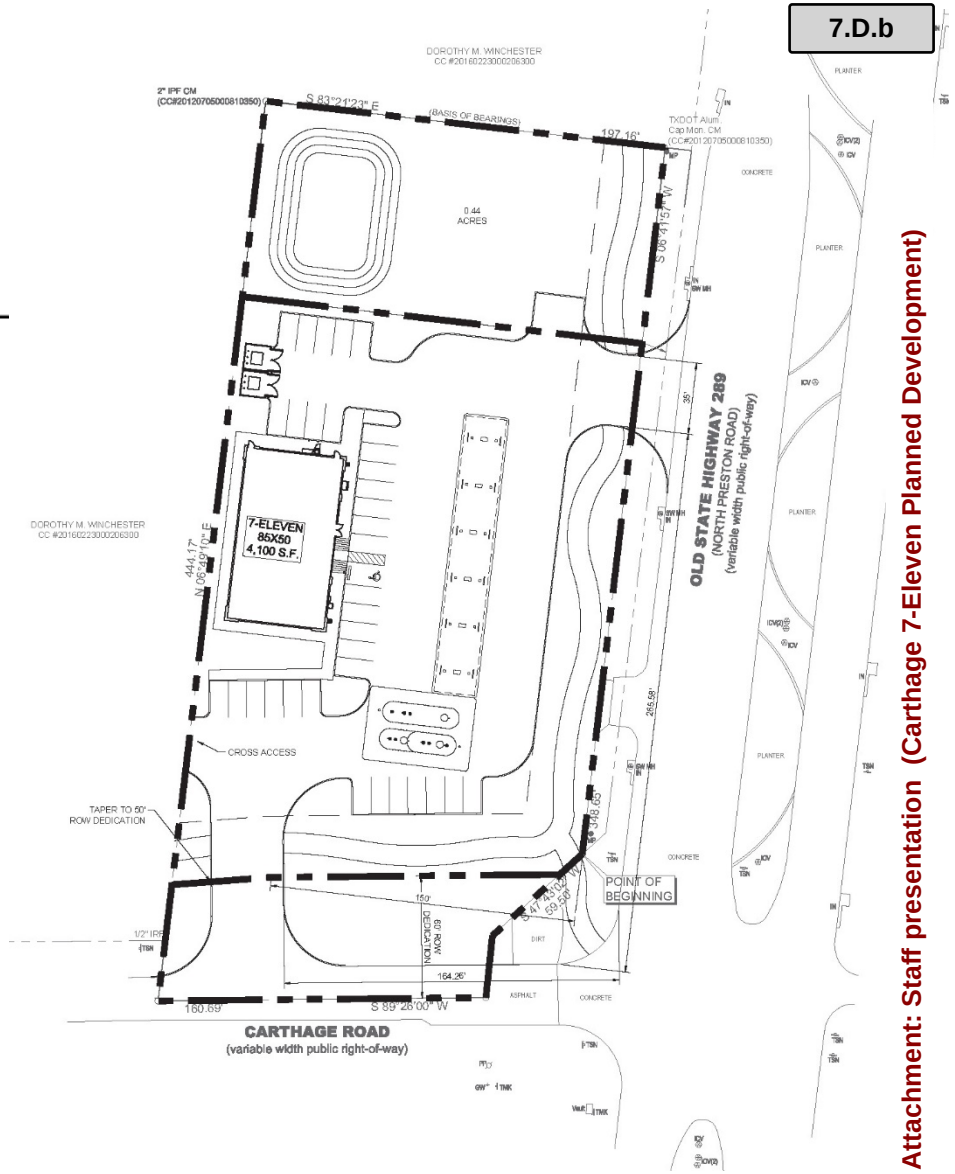
- The property is approximately 2 acres and was previously home to a Dairy Queen restaurant
- In April 2010, the property was annexed to the City and is currently zoned as Agricultural District

Project Overview

- The request is to rezone the property to Planned Development with Commercial, Office, and Retail District (C) base zoning with Preston Road Overlay District (PRO) and with an additional allowed use of Auto, Gas Pumps/Fuel Sales for a proposed 7-Eleven gas station.
- Gas stations are not allowed "by right" in the base commercial district, so an SUP or PD is required.

Concept Plan

FYI – the final layout and architecture will be determined at time of permitting, per all governing regulations.



Attachment: Staff presentation (Carthage 7-Eleven Planned Development)

Conceptual Elevations

Attachment: Staff presentation (Carthage 7-Eleven Planned Development)

Policy Considerations

- North Preston does not currently have a gas station
- The subject property (2 acres) is already subdivided from the parent tract, so it will unlikely develop jointly in the future
- The old building will be demolished, improving the visuals along the North Preston corridor
- The proposed location (intersection of 2 arterials) is appropriate for a gas station

Estimated Fiscal Impact Analysis

- $40,000 utility (water & sewer) impact fees
- $30,000 roadway fees
- $20,000 building permit & planning fees
- $15,000 annual estimated property tax (city portion only)
- $3,000 monthly sales tax (city portion only)

Total Revenue: $90,000 one-time
$50,000 recurring

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the rezoning request at its April 21st regular meeting
- Staff recommends approval as presented

Attachment: Staff presentation (Carthage 7-Eleven Planned Development)

CITY OF CELINA, TEXAS

ORDINANCE 2020-____
THE CARTHAGE 7-ELEVEN
PLANNED DEVELOPMENT #109

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 2 ACRE TRACT OF LAND LOCATED IN THE M E P & P RY CO SURVEY, ABSTRACT NO. 653, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED ON THE NORTHWEST CORNER OF PRESTON ROAD AND CARTHAGE ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 109; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Development Regulations set forth in Exhibit "B", attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and

Attachment: Draft Ordinance (Carthage 7-Eleven Planned Development)

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. 109 and is subject to the following PD regulations, which exhibit are incorporated as if fully set forth herein:

Exhibit B: Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit "A" attached hereto and incorporated herein as PD No. 109, and incorporates the Development Regulations attached hereto as Exhibit "B."

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

Attachment: Draft Ordinance (Carthage 7-Eleven Planned Development)

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

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

Attachment: Draft Ordinance (Carthage 7-Eleven Planned Development)

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of May, 2020.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Carthage 7-Eleven Planned Development)

Exhibit A
Legal Description

BEING a tract of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 653, in Collin County, Texas, being that same tract of land conveyed by deed to Joyce Lindau, Trustee of the Teri Goettsche Trust, recorded in Document No. 20110715000737660 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a called iron pin found at the Southwest corner of said Lindau tract, at the center of a paved road known as Business Highway 289;

THENCE North 06 Degrees 48 Minutes 34 Seconds East, departing the center of said Business Highway 289, with the West line of said Lindau tract, a distance of 445.15 feet to a called iron pin found for corner at the Northwest corner of said Lindau tract;

THENCE South 82 Degrees 58 Minutes 46 Seconds East, with the North line of said Lindau tract, a distance of 206.79 feet to a called 2 & 1/2 inch diameter iron pipe found for corner at the Northeast corner of said Lindau tract, and lying on the West right-of-way line of State Highway No. 289 (variable width right-of-way);

THENCE South 06 Degrees 51 Minutes 00 Seconds West, with the West right-of-way line of said State Highway 289, a distance of 336.88 feet to a called iron pin found in an old wooden right-of-way monument for corner;

THENCE South 46 Degrees 47 Minutes 52 Seconds West, continuing with the West right-of-way line of said State Highway 289, a distance of 74.44 feet to a called right-of-way monument found for corner;

THENCE South 06 Degrees 05 Minutes 00 Seconds West, continuing with the West right-of-way line of said State Highway 289, a distance of 30.02 feet to a called iron pin found for the Southeast corner of said Lindau tract, and lying on the center of said Business Highway 289;

THENCE South 89 Degrees 29 Minutes 00 Seconds West, with the center of said Business Highway 289, a distance of 160.40 feet to the **POINT OF BEGINNING** and containing 2.0 acres of land, more or less.

Attachment: Draft Ordinance (Carthage 7-Eleven Planned Development)

Exhibit B
Development Regulations

The development shall follow all regulations of the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended, except as follows:

1. The base zoning shall be C (Commercial, Office, & Retail) district with Preston Road Overlay (PRO) district and with an additional allowed use of Auto, Gas Pumps/Fuel Sales.
2. The subject property is architecturally, historically, and culturally significant and shall abide by the City's architectural standards, as may be amended.

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:	May 12, 2020
Re:	Nelson Hotel and EDC Mural - Appeal

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and take action on an appealed Certificate of Appropriateness request for a façade mural at 222 W. Walnut, 302 W. Walnut, & 304 W. Walnut. (Nelson Hotel and EDC Mural - Appeal) (McAfee)

Applicant:
City of Celina
142 N. Ohio Dr.
Celina, TX 75009

Background Information:
The City of Celina's Downtown Master Plan was adopted by City Council in January 2019 and included the vision of public art that contributes to Downtown and its story. In October 2019, the City issued an RFQ. Bristen Philips, a Celina resident, was selected through the RFQ process and the City of Celina has worked with him to tell a story of Celina and its heritage through a series of murals at the corner of Ohio and Walnut, an entry into the Historic Downtown Square.

The artist completed research on the history of Celina to create the images. They include references to one of the first gravel roads in Texas by J. Fred Smith Gravel Co., cattle trails, buffalos, the railroads, cotton, settlers, and prairies full of wild flowers. "The scene represented by this group of murals is not just once scene from one point in history, but a timeline of the roads that connect us. The same roads we use today." - Bristen Philips.

Staff mailed notices to the property owners adjacent to the subject property on April 15, 2020, as required by City Ordinances with one response expressing concern of the impact of several murals in one area of downtown as well as the content.

The request for Certificate of Appropriateness was presented during the Historic Preservation Commission on April 23, 2020. The Certificate of Appropriateness (COA) is defined as the permission to make alterations or commence work. Ordinance narrowly defines the standards in which to review a COA request to include City regulations, Secretary of Interior regulations, and the vision of long-range plans. The Historic Preservation recommended denial based upon a general dislike of the content of the mural, which is an inappropriate basis on which to deny a COA per the Code of Ordinances, as the HPC has no jurisdiction over content.

Staff is in the process of finalizing a new image for 222 W. Walnut with the owner and has approval of content for 302 W. Walnut and 304 W. Walnut.

Proposed Renderings:
These are proposed renderings to showcase concept, there will be slight differences to the final product.

Supporting Documents:
- Proposed Renderings
- Staff Presentation

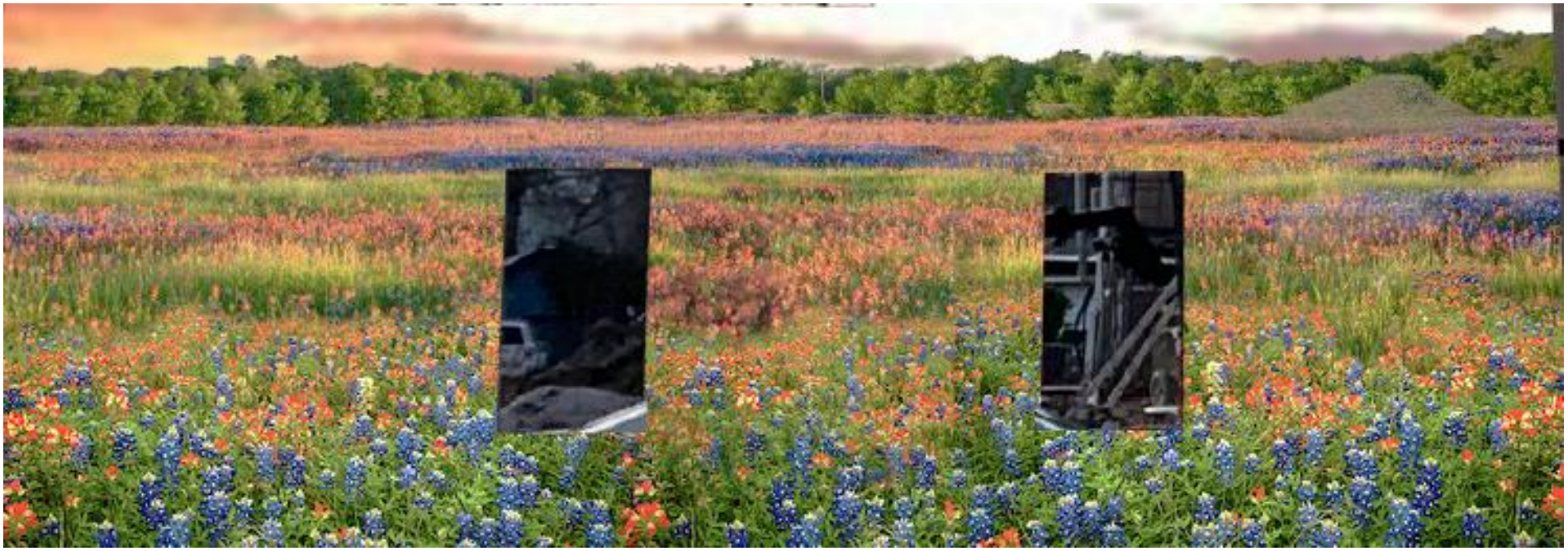
Staff Recommendation:
Staff recommends approval of Certificate of Appropriateness for murals based upon conformance with the City's long-range plans and vision for downtown.

Overall Concept

222 W. Walnut – Annie Jack & Hangartner Co.

Attachment: Proposed Rendering (Nelson Hotel and EDC Mural - Appeal)

304 W. Walnut – Toasted Walnut



302 W. Walnut – EDC Building Pt. 2

302 W. Walnut – EDC Building Pt. 1

Attachment: Proposed Rendering (Nelson Hotel and EDC Mural - Appeal)

Certificate of Appropriateness

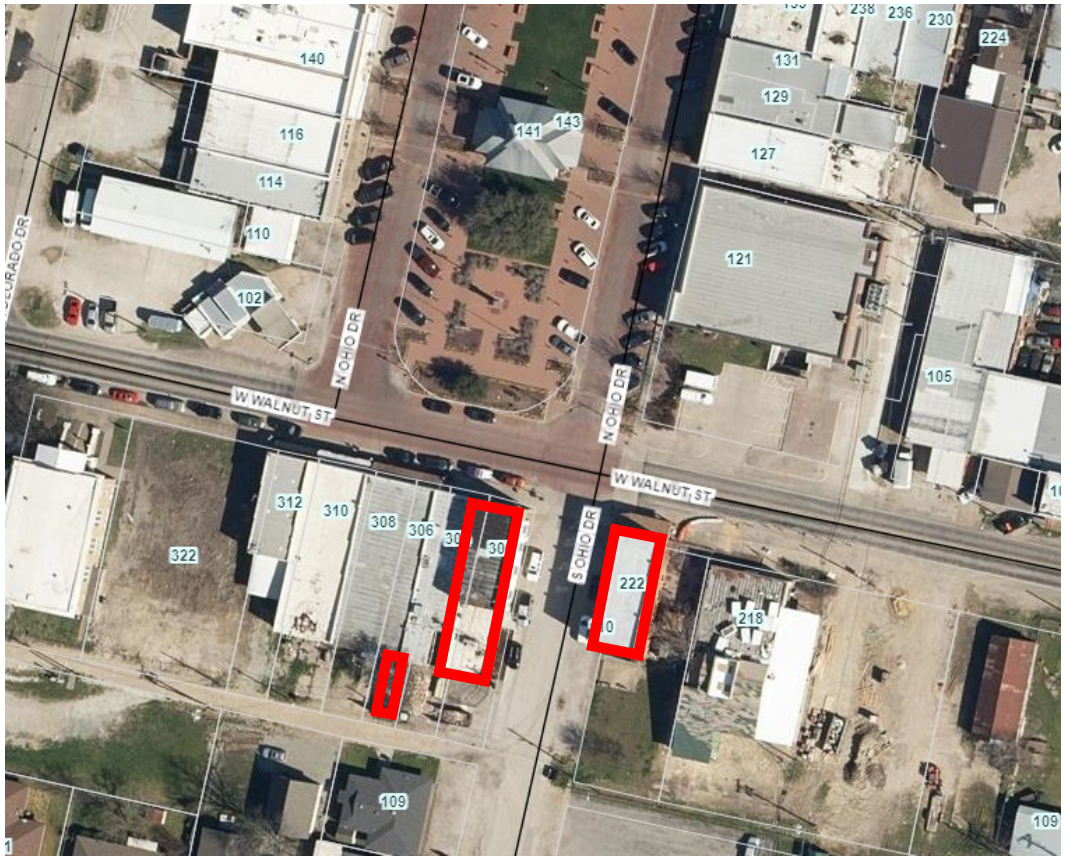
Murals

City Council

May 12, 2020

Attachment: Staff Presentation (Nelson Hotel and EDC Mural - Appeal)

Project Map



Murals are planned fo installation on the followin facades:

- 222 W. Walnu (Nelson Hotel)
- 302 W. Walnu (Celina EDC)
- 304 W. Walnu (rear of Toaste Walnut)

Attachment: Staff Presentation (Nelson Hotel and EDC Mural - Appeal)

Overall Concept

Background

- The Historic Preservation Commission (HPC) recently denied a request for a Certificate of Appropriateness (COA) for the murals
- The applicant (the City) appealed the denial in conformance with due process outlined in the Code of Ordinances
- The City Council is the final approval authority on such appeals

Certificate of Appropriateness

- Defined simply as the permission to make alterations or commence work
- Ordinance narrowly defines the standards in which to review a COA request:
  - City regulations
  - Secretary of the Interior regulations
  - Vision forged by long range plans
- Otherwise, a COA should not be unreasonably withheld

Attachment: Staff Presentation (Nelson Hotel and EDC Mural - Appeal)

HPC

- The HPC recommended denial based upon a general dislike of the content of the murals
- Subjective-based denials are an inappropriate basis in which to deny a COA, per the Code of Ordinances, as the HPC has no jurisdiction over content
- The Downtown Master Plan envisioned murals as a part of the future of downtown

Next Steps

- Conduct a public hearing
- Staff recommends approval of the Certificate of Appropriateness for the murals, as presented
- Please note that approval of the COA is not approval of the murals' content, but merely permission to make alterations based upon conformance with the City's long-range plans and vision for downtown

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
Date: May 12, 2020
Re: 2020 Thoroughfare Amendments

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Comprehensive Plan, Ordinance 2013-06; to amend the City's Master Thoroughfare documents and exhibits (Brawner)

Background Information:
City staff has reviewed the existing Thoroughfare Plan and has determined that modification is necessary to provide a safe and efficient transportation system. Staff proposes the following changes:

1. Celina Parkway - Celina Parkway has been re-aligned to coordinate with the agreement with Old Celina MMD. As part of the review, staff determined that Celina Parkway could continue in a northern pattern. The roadway could follow the existing property lines and provide for a more even spacing between Legacy Drive and Louisana (B 289). This modification will provide a north/south arterial spacing at approximately every 1 mile.

2. O'Brien Drive - With the modification of Celina Parkway, The city is upgrade O'Brien Drive from a 2 lane collector to a four-lane divided roadway from North Dallas Parkway to Celina Parkway. This section of roadway will connect three major north/south roadways. It will also provide for a major east/west arterial every 3/4 mile. O'Brien has also been re-aligned east of FM 455 to follow the alignment of Old Preston Trail instead of bisecting properties.

3. Cox Lane, Old Preston Trail, CR 994 - Cox Lane is currently a two lane collector that extends from J Fre Smith Pkwy to O'Brien Drive. With the realignment of O'Brien Drive, the modification will extend Cox Lane to connect to O'Brien Drive. In addition, CR 994 has been upgraded to a collector roadway to provide an east/west connection between B 289 and Cox Lane.

4. Carl Darnell Parkway - FM 428 from FM 455 south is designated as Carl Darnell Parkway on the city's current Thoroughfare Plan. However, the realignment of Celina Parkway will be on this same section of roadway. In the review, Staff discovered that the City currently has designated Carl Darnall Pkwy on the north part of town as an east/west roadway that connects Preston Road (SH 289) to Peterman Parkway.

5. FM 455 - The City will remove the connection of FM 455 to Mobberly Road per the agreement with Old Celina MMD.

6. Grade Separation - The City Thoroughfare has been updated to designate at grade or grade separated intersections at each railroad, Outer Loop, and DNT crossing.

Board Review/Citizen Input:
N/A

Alternatives:
Council could chose to not approve the proposed amendments.

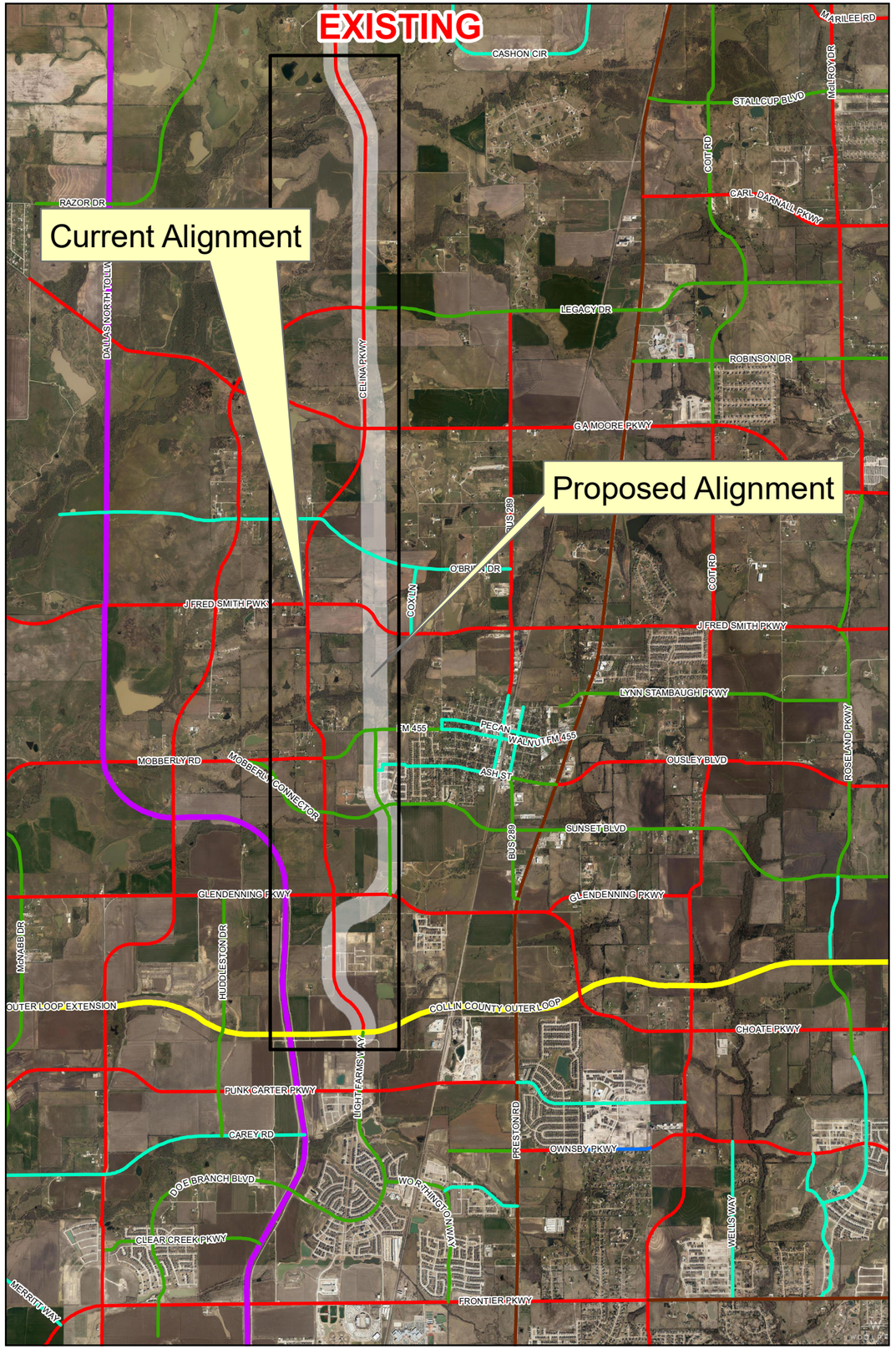
Financial Considerations:
None

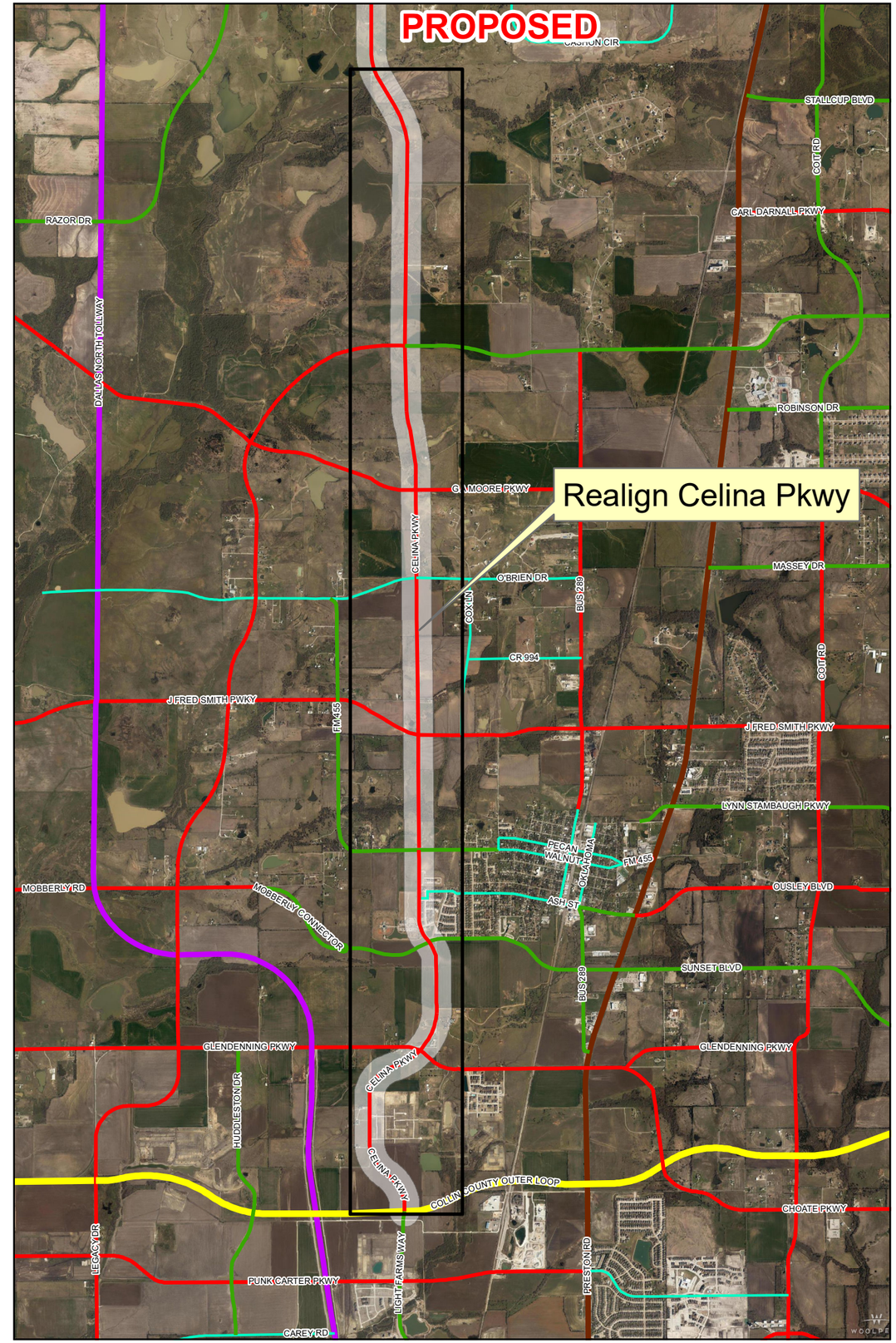
Legal Review:
N/A

Supporting Documents:
Thoroughfare Amendment Exhibits

Staff Recommendation:
Staff recommends approval of the proposed Thoroughfare Plan amendments.

Celina Pkwy





Legend

- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW
- 500ft
- Roads

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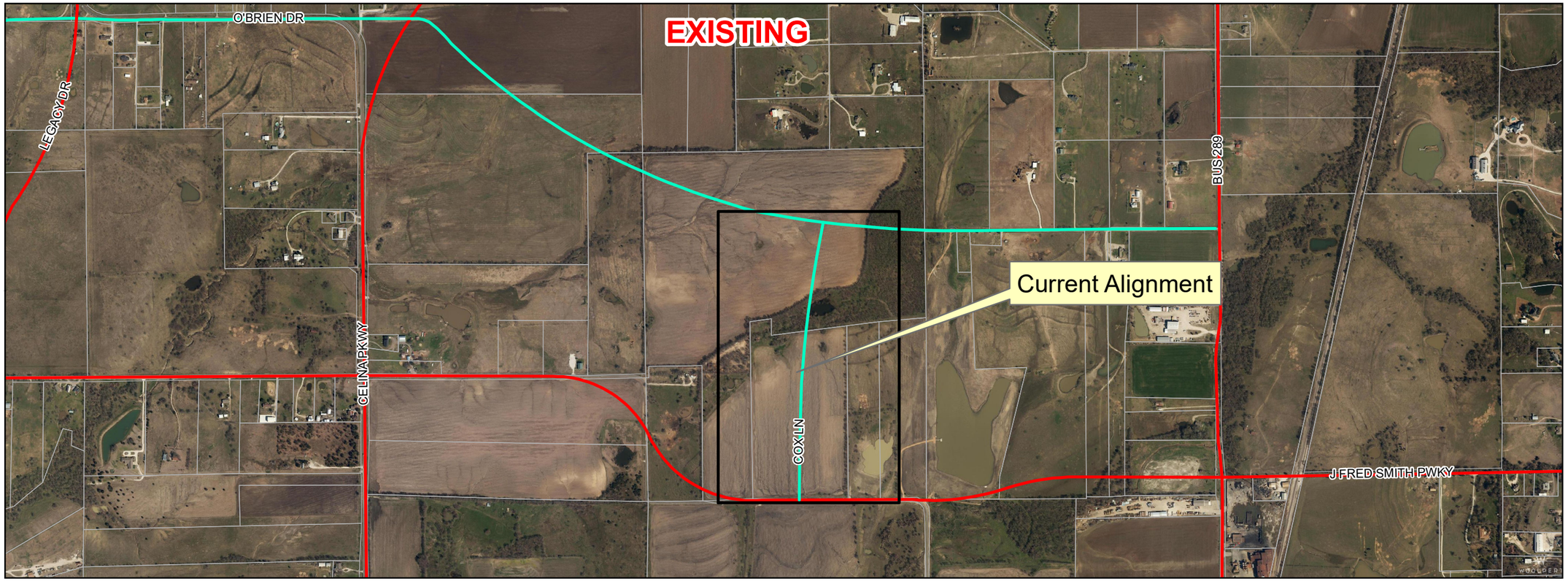
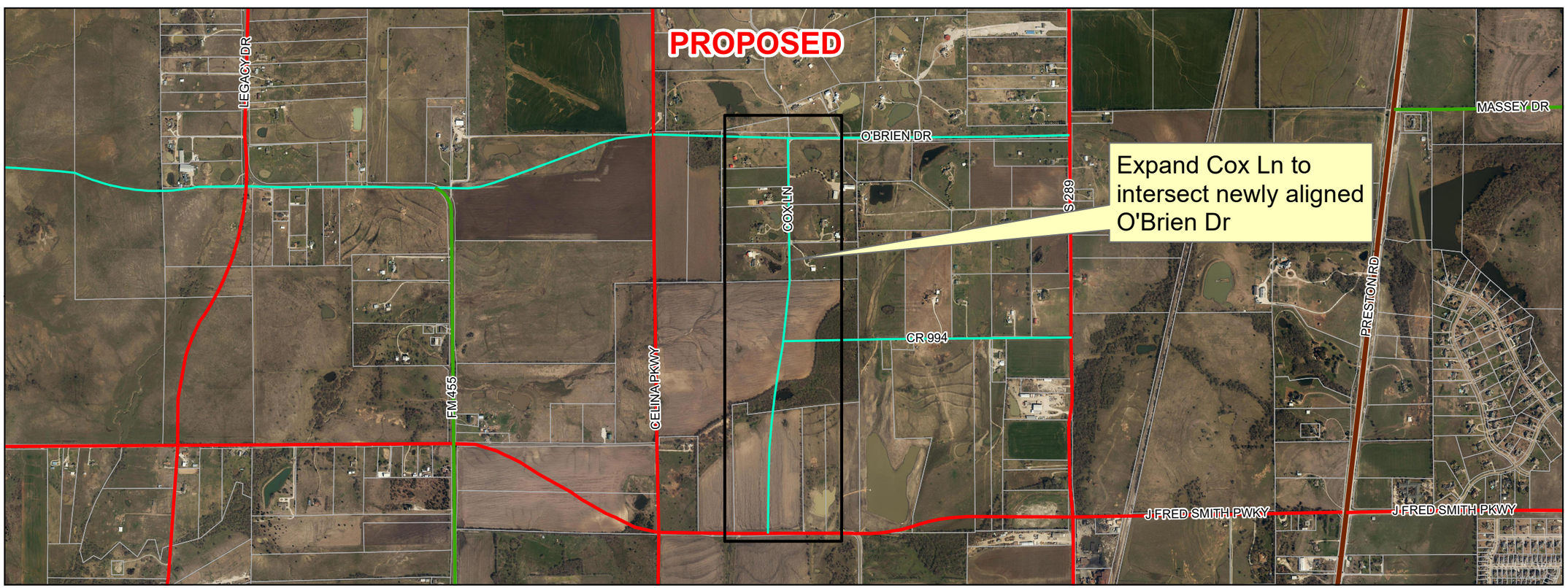
Date: 4/27/2020

CELINA TEXAS

Attachment: CelinaPkwy (2020 Thoroughfare Plan Amendment)

Cox Ln





Legend

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- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW
- Roads
- Parcels

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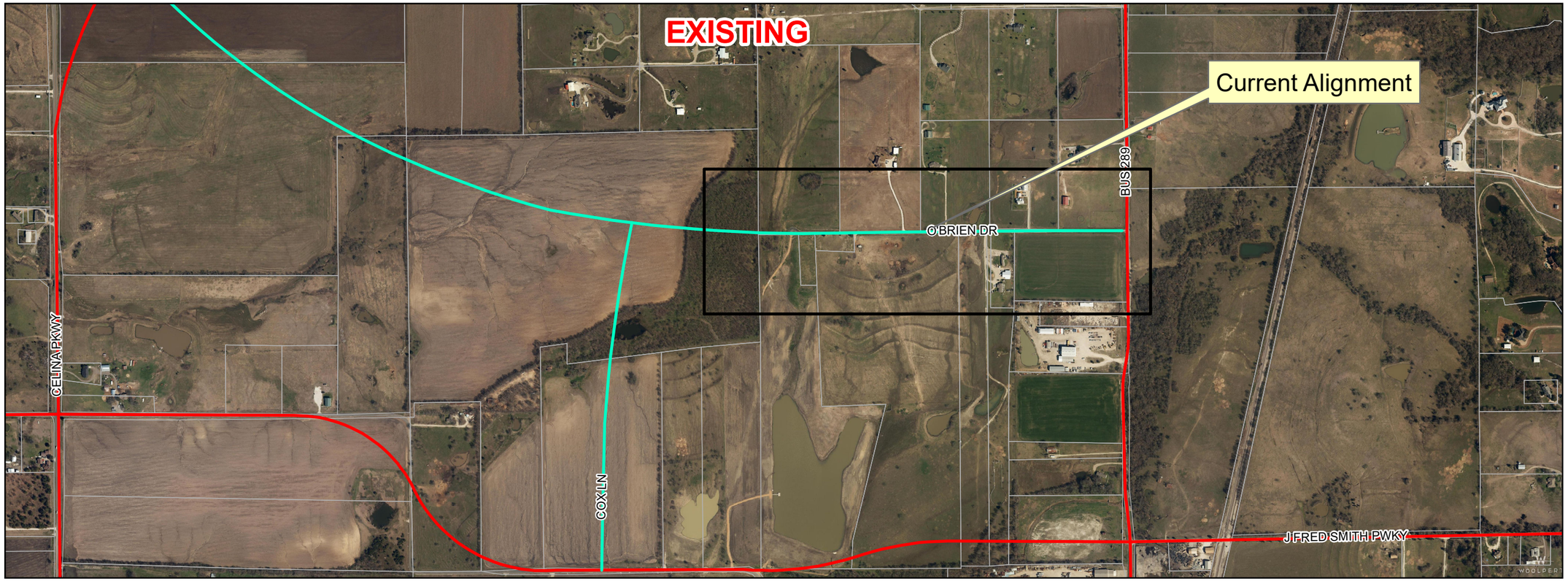
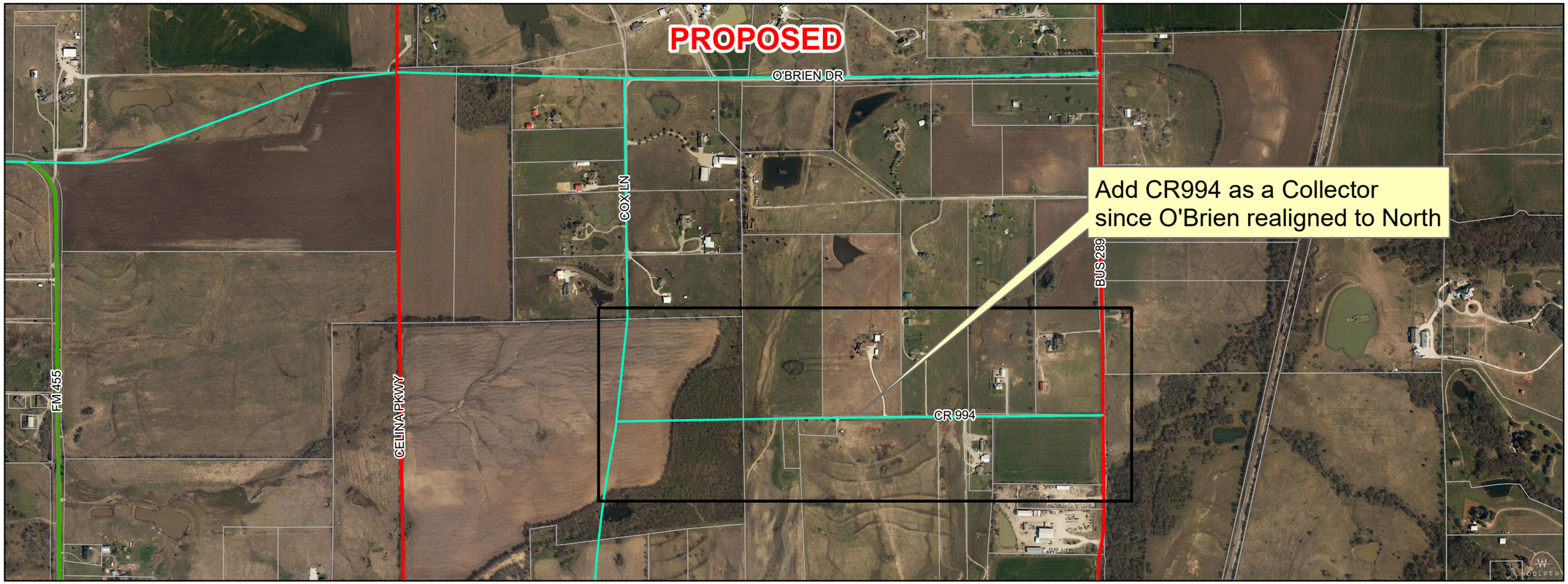
Date: 4/27/2020

Attachment: CoxLn (2020 Thoroughfare Plan Amendment)

CR 994





Legend

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- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW
- Roads
- Parcels

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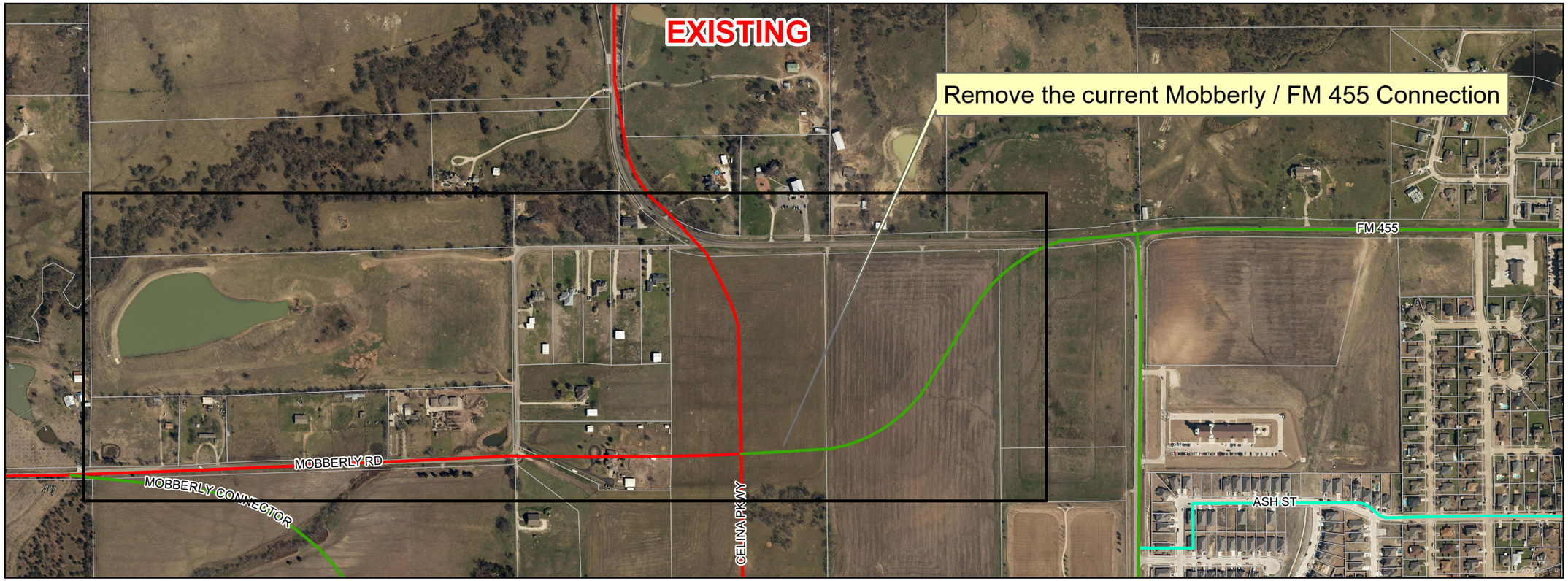
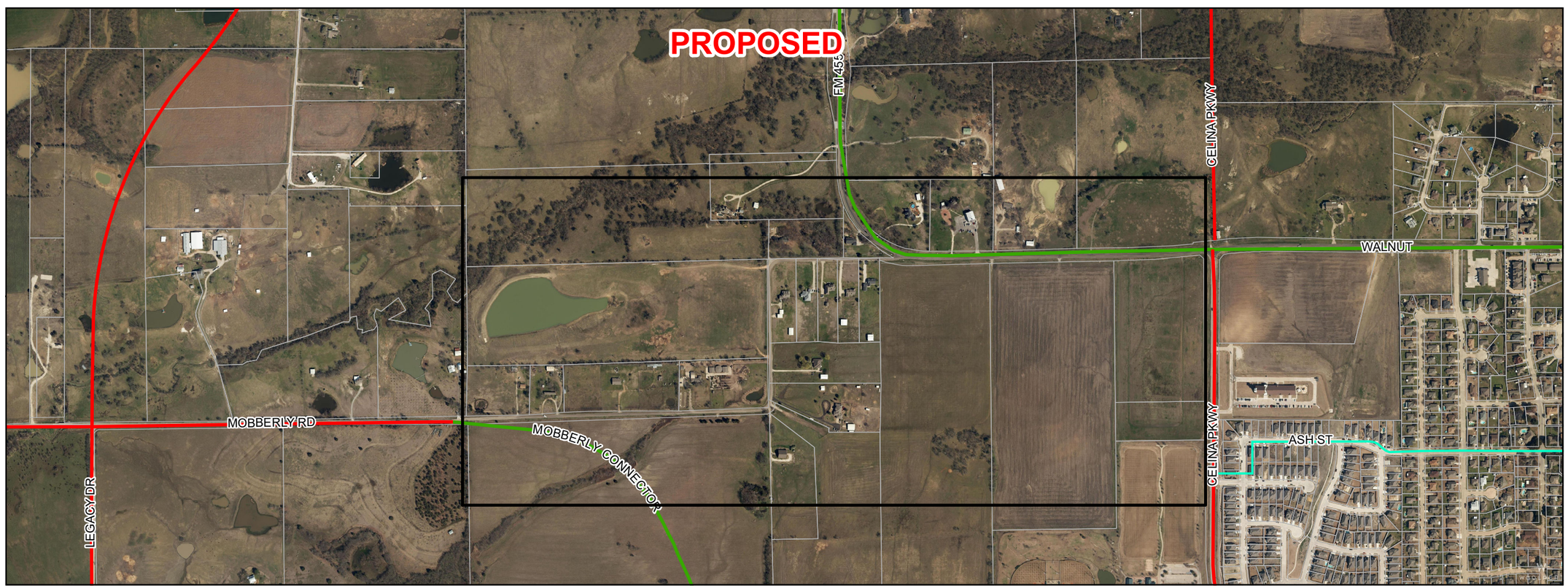
Date: 4/27/2020

CELINA TEXAS

Attachment: CR994 (2020 Thoroughfare Plan Amendment)

FM 455





Legend

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- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW
- Roads
- Parcels

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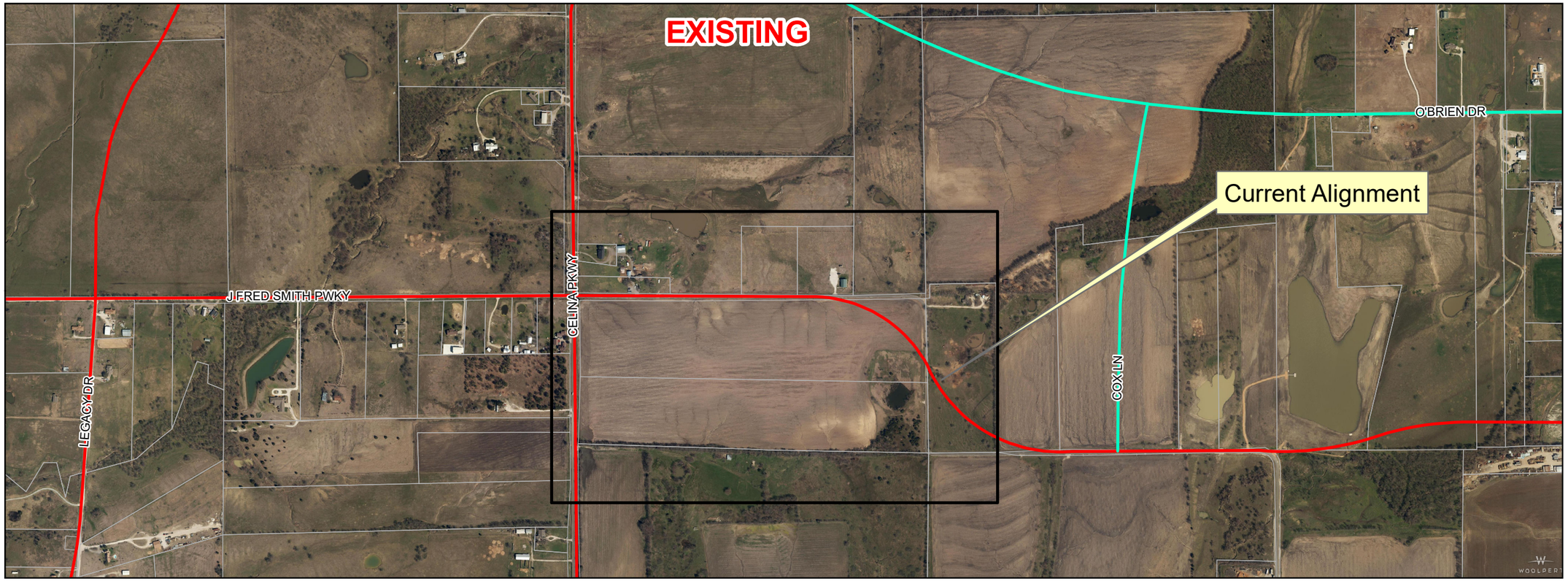
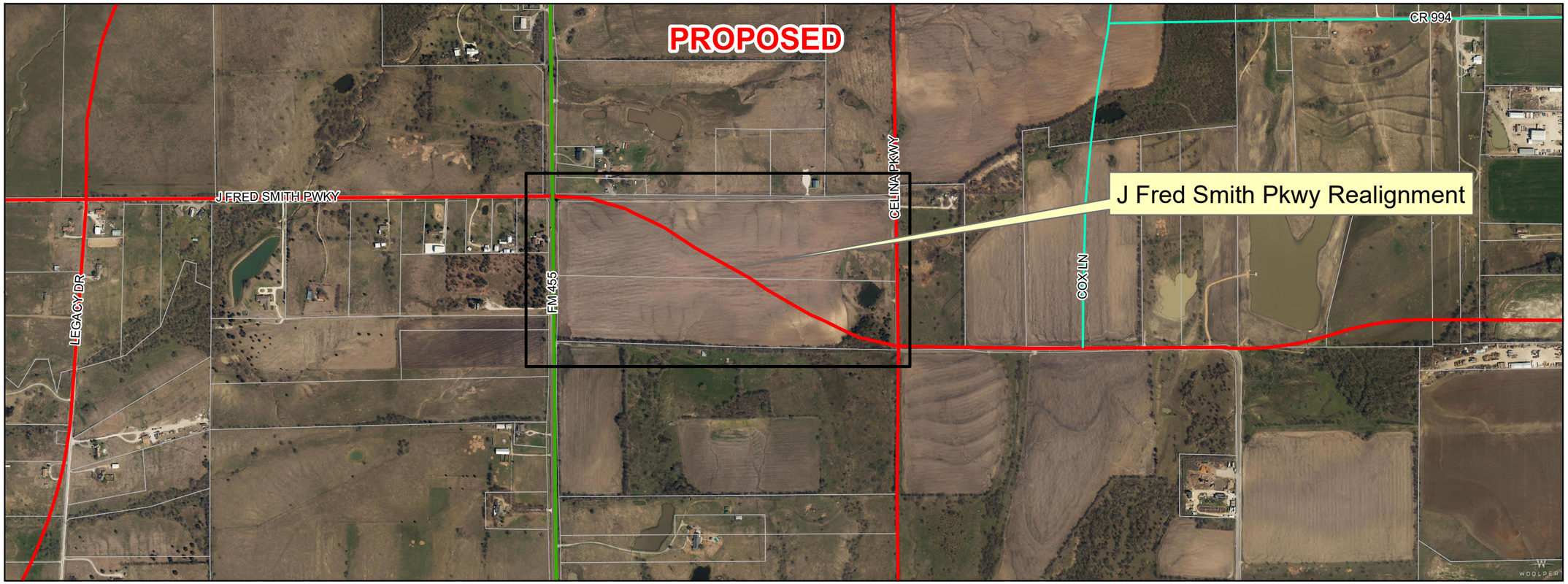
Date: 4/27/2020

CELINA TEXAS

Attachment: FM455 (2020 Thoroughfare Plan Amendment)

J Fred Smith Pkwy





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- Outer Loop 500' ROW
- Roads
- Parcels

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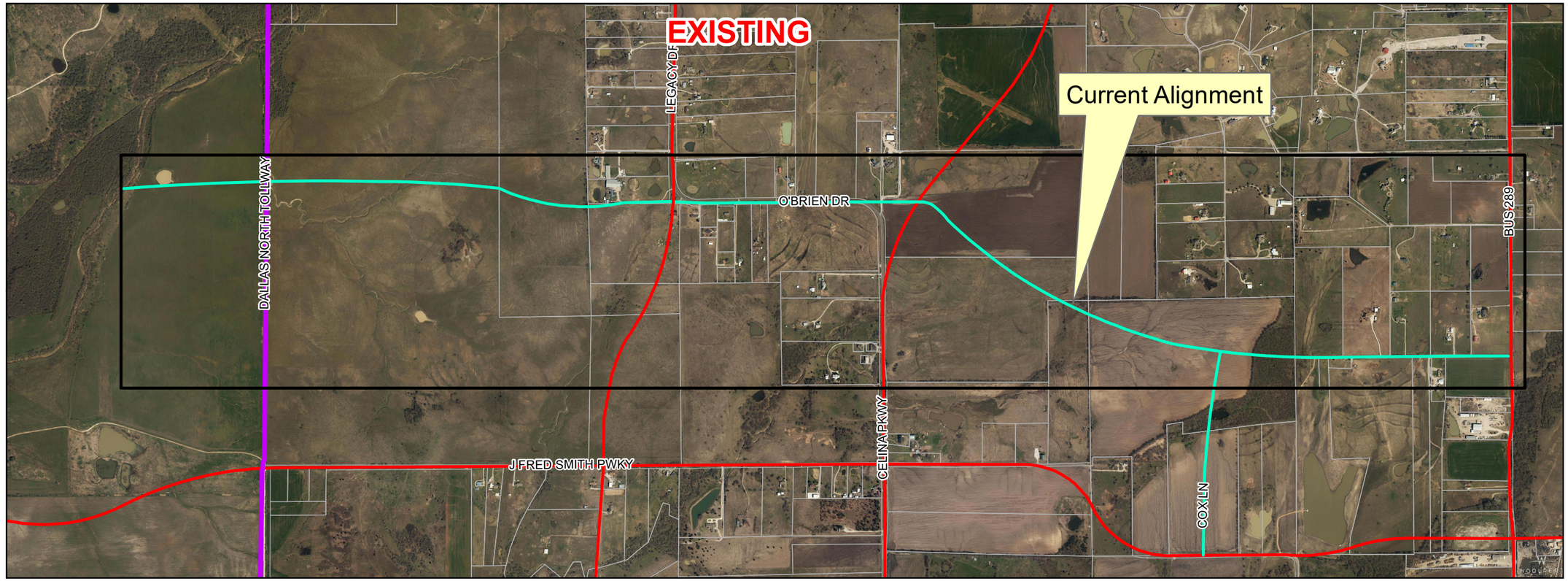
Date: 4/27/2020

CELINA TE

Attachment: JFredSmithPkwy (2020 Thoroughfare Plan Amendment)

O'Brien Dr



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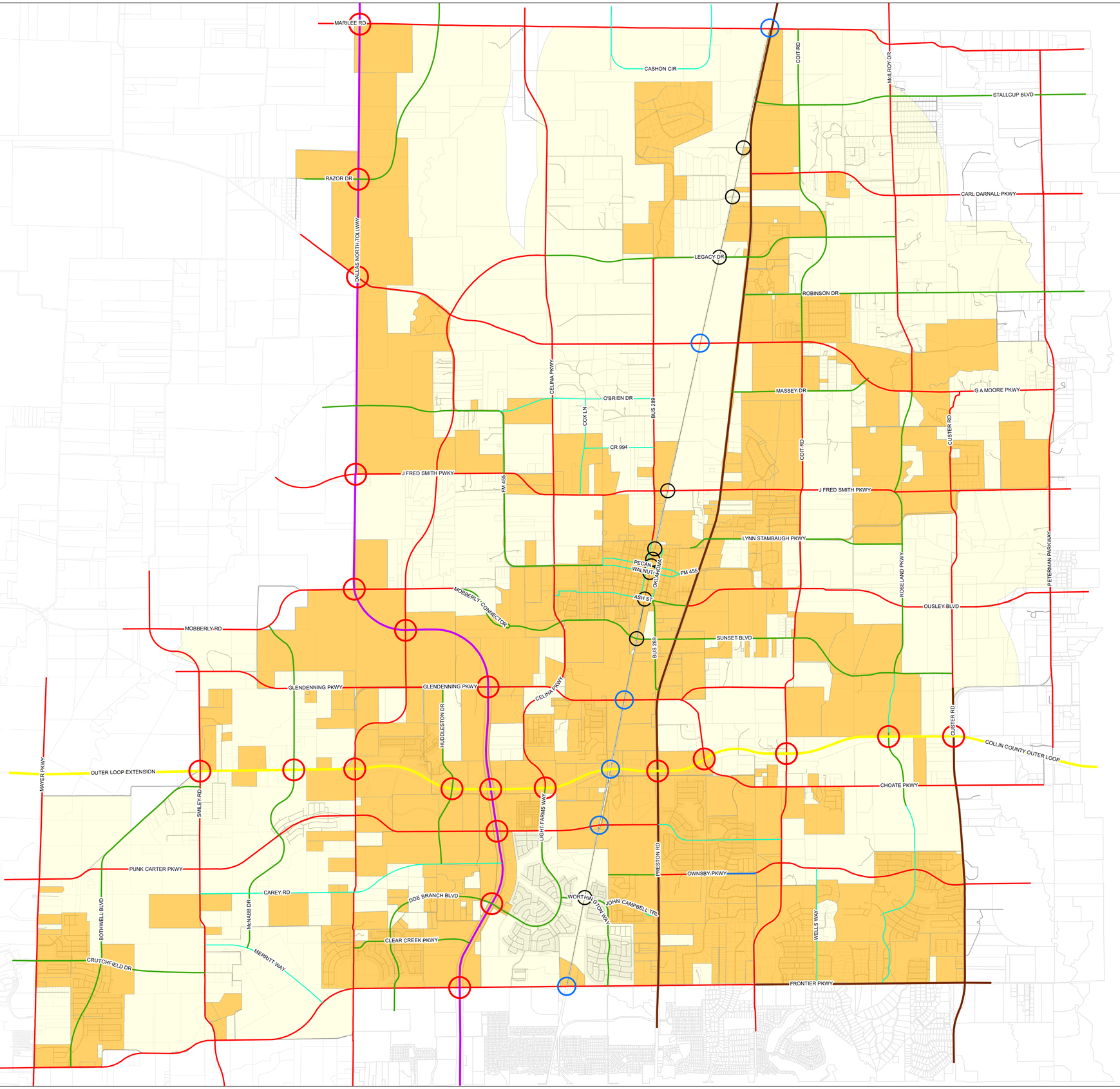
0 500 1,000 2,000 Feet

Date: 5/5/2020

Attachment: O'BrienDr 05.05.20 (2020 Thoroughfare Plan Amendment)

THOROUGHFARE PLAN
DRAFT 05/11/2020



Legend

- Grade Seperated Crossings
- RR Grade Seperated Crossings
- RR At Grade Crossings
- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW
- CityLimits
- ETJLimits
- Roads
- Parcels
- Railroad

NOTES:

*** MAJOR ARTERIAL: 140' OR 160' ROW AT INTERSECTIONS**

**** MINOR ARTERIAL: 110' OR 120' ROW AT INTERSECTIONS**

***** MINOR COLLECTORS: TIA REQUIRED TO DETERMINE LOCATION AND CAPACITY**

N
W E
S

0 0.75 1.5 Miles

Date: 5/5/2020

CELINA TEXAS est. 1876
Life Connected.

Attachment: ThoroughfareMapDRAFT_05.05.20 (2020 Thoroughfare Plan Amendment)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Paul DeBuff, Director of Administrative Services
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	Wells North Public Hearing and PID Levy

Action Requested:
The Celina City Council will hold a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas accepting and approving a Service and Assessment Plan and Neighborhood Improvement Area #3 assessment roll for the Wells North Public Improvement District; making a finding of special benefit to the property in Neighborhood Improvement Area #3 of the District; levying special assessments against property within Neighborhood Improvement Area #3 of the District and establishing a lien on such property; providing for the method of assessment and the payment of the Neighborhood Improvement Area #3 assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments. (DeBuff)

Background Information:
The City Council, authorized and created the Wells North Public Improvement District (PID) on February 9, 2016

The property within the PID is being developed according to Neighborhood Improvement Areas

On April 14, 2020, City Council adopted a resolution approving a preliminary service and assessment plan (SAP) update for Neighborhood Improvement Area #3 of the Wells North PID; calling for a public hearing to consider an ordinance levying assessments on property within Neighborhood Improvement Area #3 of the District.

This ordinance is to accept and approve a Service and Assessment Plan and Neighborhood Improvement Area #3 Assessment Roll for the Wells North PID and levy the associated assessments against the property within Neighborhood Improvement Area #3.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:

The total cost of authorized improvements proposed to be levied against property within Neighborhood Improvement Area #3 of the Wells North PID is $1,149,876.

Legal Review:
The City Attorney has reviewed this item.

Supporting Documents:
- Proposed ordinance and SAP

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL FOR THE WELLS NORTH PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #3 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #3 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE NEIGHBORHOOD IMPROVEMENT AREA #3 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 December 18, 2015, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the 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 9, 2016, 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. 2016-12R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Wells North Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, the City has issued $3,235,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area Project) (the "Major Improvement Area Bonds") that are secured by special assessments levied

on the Major Improvement Area Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the City has issued $6,425,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) (the "Neighborhood Improvement Area #1 Bonds") that are secured by special assessments levied on the Neighborhood Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the City has issued $1,900,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) (the "Neighborhood Improvement Area #2 Bonds") that are secured by special assessments levied on the Neighborhood Improvement Area #2 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, on April 14, 2020, the City Council adopted a resolution approving a preliminary service and assessment plan update, including a proposed assessment roll for Neighborhood Improvement Area #3 of the District; calling for a public hearing to consider an ordinance levying assessments on property within Neighborhood Improvement Area #3 of the District (the “Neighborhood Improvement Area #3 Assessments”); authorizing and directing the City Secretary of the City to file the proposed assessment roll for Neighborhood Improvement Area #3 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 Neighborhood Improvement Area #3 Assessments against the property within 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 April 14, 2020 the City Secretary filed the Neighborhood Improvement Area #3 Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on April 17, 2020 in *The Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Neighborhood Improvement Area #3 Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on May 12, 2020, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Neighborhood Improvement Area #3 Assessment Roll, and the proposed Neighborhood Improvement Area #3 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #3 Assessments, the allocation of the Actual Costs of the Authorized

Improvements to be undertaken for the benefit of the Neighborhood Improvement Area #3 Assessed Property (as defined in the Service and Assessment Plan) (the "Neighborhood Improvement Area #3 Improvements"), the purposes of the Neighborhood Improvement Area #3 Assessments, the special benefits of the Neighborhood Improvement Area #3 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Neighborhood Improvement Area #3 Assessments; and

WHEREAS, the City Council finds and determines that the Neighborhood Improvement Area #3 Assessment Roll and the Wells North Public Improvement District Service and Assessment Plan, dated April 1, 2016, as updated for Neighborhood Improvement Area #2 on December 10, 2019 and Neighborhood Improvement Area #3 on May 12, 2020 in a form substantially similar to the attached ***Exhibit A,*** which final form shall be approved by the City Manager and the City's land use attorney (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Neighborhood Improvement Area #3 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Neighborhood Improvement Area #3 Assessment Roll attached thereto as Appendix C-2 (the "Neighborhood Improvement Area #3 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 Neighborhood Improvement Area #3 Improvements (as described in the Service and Assessment Plan), the Neighborhood Improvement Area #3 Assessment Roll, or the levy of the Neighborhood Improvement Area #3 Assessments against the Neighborhood Improvement Area #3 Assessed Property; and

WHEREAS, the owners (the "Landowners" or the "Assessed Parties"), or their representatives, of the majority of the privately-owned and taxable property located within Neighborhood Improvement Area #3 of the District, who are the persons to be assessed pursuant to this Ordinance, have previously indicated their approval and acceptance of the Service and Assessment Plan, approval of the Neighborhood Improvement Area #3 Assessment Roll, approval of this Ordinance, and approval of the levy of the Neighborhood Improvement Area #3 Assessments against their property located within Neighborhood Improvement Area #3 of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. **Findings**.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Neighborhood Improvement Area #3 Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel within the Neighborhood Improvement Area #3 Assessed Property will receive from the construction of the Neighborhood Improvement Area #3 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Neighborhood Improvement Area #3 Improvements and has been reviewed and updated annually, including the updated Service and Assessment Plan attached hereto as ***Exhibit A****;*

(c) The Service and Assessment Plan apportions the Actual Costs of a Neighborhood Improvement Area #3 Improvements to be assessed against the Neighborhood Improvement Area #3 Assessed Property in Neighborhood Improvement Area #3 of the District as Neighborhood Improvement Area #3 Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Neighborhood Improvement Area #3 Improvements;

(d) All of the real property in Neighborhood Improvement Area #3 of the District which is being assessed in the amounts shown in the Neighborhood Improvement Area #3 Assessment Roll will be benefited by the Neighborhood Improvement Area #3 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Neighborhood Improvement Area #3 Assessed Property will receive special benefits in each year equal to or greater than each annual Neighborhood Improvement Area #3 Assessment against such property and will receive special benefits during the term of the Neighborhood Improvement Area #3 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Neighborhood Improvement Area #3 Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Neighborhood Improvement Area #3 Improvements 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 Neighborhood Improvement Area #3 Assessment Roll should be approved as the Neighborhood Improvement Area #3 Assessment Roll for the Neighborhood Improvement Area #3 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Neighborhood Improvement Area #3 Assessments, interest on Annual Installments, interest and penalties on delinquent Neighborhood Improvement Area #3 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Neighborhood Improvement Area #3 Assessments should be approved and will expedite collection of the Neighborhood Improvement Area #3 Assessments in a timely manner in order to provide the services and improvements needed and required for Neighborhood Improvement Area #3 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Neighborhood Improvement Area #3 Assessment Roll.

The Neighborhood Improvement Area #3 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Neighborhood Improvement Area #3 Assessment Roll of the District.

Section 5. Levy and Payment of Neighborhood Improvement Area #3 Assessments for Actual Costs of the Neighborhood Improvement Area #3 Improvements.

(a) The City Council hereby levies an assessment on each parcel of Neighborhood Improvement Area #3 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan) located within Neighborhood Improvement Area #3 of the District, as shown and described in the Service and Assessment Plan and the Neighborhood Improvement Area #3 Assessment Roll, in the respective amounts shown on the Neighborhood Improvement Area #3 Assessment Roll as a special assessment on the properties set forth in the Neighborhood Improvement Area #3 Assessment Roll.

(b) The levy of the Neighborhood Improvement Area #3 Assessments shall be effective on the date of execution of this Ordinance levying Neighborhood Improvement Area #3 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Neighborhood Improvement Area #3 Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Neighborhood Improvement Area #3 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Neighborhood Improvement Area #3 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 Neighborhood Improvement Area #3 Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Neighborhood Improvement Area #3 Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Neighborhood Improvement Area #3 Assessments.**

Delinquent Neighborhood Improvement Area #3 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 Neighborhood Improvement Area #3 Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Neighborhood Improvement Area #3 Assessed Property subject to a Neighborhood Improvement Area #3 Assessment may prepay the Neighborhood Improvement Area #3 Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Neighborhood Improvement Area #3 Assessed Property, including without limitation such Landowners' obligations related to payment of the Neighborhood Improvement Area #3 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Neighborhood Improvement Area #3

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Assessed Parties, as the owners of each parcel of Neighborhood Improvement Area #3 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. Neighborhood Improvement Area #3 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 Neighborhood Improvement Area #3 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Temporary Collector.

The City's Director of Finance is hereby appointed and designated as the temporary collector of the Neighborhood Improvement Area #3 Assessments (the "Collector"). The Collector shall serve in such capacity until such time as the City shall arrange for the Collector's duties to be performed by the Collin County Tax Assessor and Collector, or another qualified collection agent selected by the City.

Section 11. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Neighborhood Improvement Area #3 Assessments by the City.

Section 12. **Filing in Land Records**. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Neighborhood Improvement Area #3 Assessment Roll, to be recorded in the real property records of Collin County. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council.

Section 13. **Severability.**

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall

become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. **Effective Date**.

This Ordinance shall take effect, and the levy of the Neighborhood Improvement Area #3 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

PASSED AND ADOPTED, this the 12th day of May, 2020.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Sean Terry and Vicki Tarrant, Mayor and Secretary, respectively, of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

EXHIBIT A

Service and Assessment Plan

WELLS NORTH PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

April 1, 2016

As updated for Neighborhood Improvement Area #2 on December 10, 2019 and Neighborhood Improvement Area #3 on May 12, 2020

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

WELLS NORTH
PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

I. PLAN DESCRIPTION AND DEFINED TERMS 4

A. INTRODUCTION 4

II. PROPERTY INCLUDED IN THE PID 12

A. PROPERTY INCLUDED IN THE PID 12
B. PROPERTY LOCATED IN THE MAJOR IMPROVEMENT AREA, NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, AND NEIGHBORHOOD IMPROVEMENT AREA #3 13
C. PROPERTY INCLUDED IN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS 14

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS 15

A. AUTHORIZED IMPROVEMENT OVERVIEW 15
B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS 15
C. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS 17
D. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS 19
E. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS 21
F. FUTURE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS 22

IV. ASSESSMENT PLAN 23

A. INTRODUCTION 23
B. SPECIAL BENEFIT 24
C. ALLOCATION OF ACTUAL COSTS OF MAJOR IMPROVEMENTS 24
D. ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS 25
E. ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS 26
F. ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS 26
G. ALLOCATION OF ACTUAL COSTS OF FUTURE IMPROVEMENT AREA IMPROVEMENTS 27
H. SPECIAL ASSESSMENT METHODOLOGY 27
I. SPECIAL ASSESSMENT AND ANNUAL INSTALLMENTS 34
J. ADMINISTRATIVE EXPENSES 34
K. EXCESS INTEREST RATE 35
L. PREPAYMENT RESERVE 35
M. DELINQUENCY RESERVE 35

V. SERVICE PLAN 36

A. INTRODUCTION 36

VI. TERMS OF THE SPECIAL ASSESSMENTS 43

A. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA 43
B. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, AND NEIGHBORHOOD IMPROVEMENT AREA #3 43
C. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS 44

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

D. Reallocation of Assessments for Parcels Located Within the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, and Neighborhood Improvement Area #3 44
E. Reallocation of Assessments for Parcels Located Within Future Neighborhood Improvement Areas 45
F. Mandatory Prepayment of Assessments 45
G. Reduction of Special Assessments 45
H. Payment of Special Assessments 46
I. Collection of Annual Installments 47
J. Surplus Funds Remaining in the Major Improvement Area Bond Account 48
K. Surplus Funds Remaining in the Neighborhood Improvement Area # 1 Bond Account 48
L. Surplus Funds Remaining in the Neighborhood Improvement Area # 2 Bond Account 48

VII. The Assessment Roll 49

A. Major Improvement Assessment Roll 49
B. Neighborhood Improvement Area #1 Assessment Roll 50
C. Neighborhood Improvement Area #2 Assessment Roll 50
D. Neighborhood Improvement Area #3 Assessment Roll 52
E. Future Neighborhood Improvement Area Assessment Roll 53
F. Annual Assessment Roll Updates 53

VIII. Miscellaneous Provisions 54

A. Administrative Review 54
B. Termination of Assessments 54
C. Amendments 54

Amendments to the Service and Assessment Plan may be made as permitted or required by the PID Act and Texas law 54

D. Administration and Interpretation of Provisions 55
E. Severability 55

APPENDIX A - Major Improvement Assessment Roll

APPENDIX B - Neighborhood Improvement Area #1 Assessment Roll

APPENDIX C-1 - Neighborhood Improvement Area #2 Assessment Roll

APPENDIX C-2 - Neighborhood Improvement Area #3 Assessment Roll

APPENDIX D - Legal Description For Parcels Within the PID

APPENDIX E - Tax Rate and Leverage Schedule

APPENDIX F - PID Map

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On February 9, 2016, (the "Creation Date"), the City Council (the "City Council") of the City of Celina, Texas (the "City") approved Resolution No. 2016-12R, which authorized the creation of the Wells North Public Improvement District (the "PID") to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is located within the corporate limits of the City.

Chapter 372 of the Texas Local Government Code (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this "SAP") was prepared pursuant to the PID Act. The PID Act requires that a service plan "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements." The PID Act also requires a service plan "be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in Section V herein.

The Assessment Rolls for the PID are attached hereto as Appendix A, Appendix B, Appendix C-1, and Appendix C-2, and are addressed in Section VII of this SAP. The Special Assessments as shown on the Assessment Rolls are based on the method for establishing and levying the Special Assessments described in Sections IV and VI of this SAP.

B. Definitions

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

"**Actual Cost(s)**" means, with respect to a Public Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred in preparing the construction plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes related to such Public Improvement (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of such Public Improvement, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and (g) all payments for Administrative Expenses.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

"**Administrative Expenses**" means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the record of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) administering the construction of the Public Improvements.

"Administrator" means an employee of the City or third party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to PID Bonds or in any other agreement approved by the City Council.

"Annual Installment" means, with respect to the Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Rolls attached hereto as Appendix A, Appendix B, Appendix C-1, or Appendix C-2, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this SAP, (ii) Administrative Expenses, (iii) the portion of the interest on the Special Assessment designated for the Prepayment Reserve described in Section IV of this SAP, and (iv) the portion of the interest on the Special Assessment designated for the Delinquency Reserve described in Section IV of this SAP.

"Annual Service Plan Update" has the meaning set forth in Section V of this SAP.

"**Assessed Property**" or **"Assessed Properties"** means property on which Special Assessments have been levied as shown on the Assessment Rolls attached hereto as Appendix A, Appendix B, Appendix C-1, or Appendix C-2, as applicable (as each may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

"**Assessment Ordinance**" means each ordinance adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

"**Assessment Roll**" or "**Assessment Rolls**" means collectively or separately as applicable, the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll and the Neighborhood Improvement Area #2 Assessment Roll included in this SAP as Appendix A, Appendix B, Appendix C-1, or Appendix C-2, respectively, as each may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act including those listed in Section III.A of this SAP.

"City" means the City of Celina, Texas.

"**City Council**" means the duly elected governing body of the City.

"**Commercial Parcel"** means a Parcel located within the PID which has been designated at the time of the adoption of the initial Neighborhood Improvement Area #1 and Major Improvement Area Assessment Rolls and approval of this SAP for the future development of commercial uses such as, but not limited to, office buildings, retail shopping centers, and multi-family residential projects.

"**County**" means Collin County, Texas.

"**Delinquency Reserve**" has the meaning set forth in Section IV.L of this SAP.

"Delinquent Collection Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent Special Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means Celina Development North, LLC, a Texas limited liability company, including its successors and assigns.

"Development Agreement" means that certain "Amended and Restated Development Agreement (Wells North)" by and between the City and Celina Development North, LLC a Texas limited liability company, and related to the Property effective November 10, 2015, as amended on March 29, 2016, and as amended on May 8, 2018 as the same may be amended from time to time.

"Future Neighborhood Improvement Areas" means those Neighborhood Improvement Areas to be defined and developed after Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, and Neighborhood Improvement Area #3, and within the boundaries of the PID but which are not subject to development at this time.

"Future Neighborhood Improvement Area Bonds" means bonds issued to fund Future Neighborhood Improvement Area Improvements (or a portion thereof) in a Future Neighborhood Improvement Area that are secured by Special Assessments levied on Assessed Property within such Future Neighborhood Improvement Area. In connection with Future Neighborhood Improvement Area Bonds, Special Assessments related to such Future Neighborhood Improvement Area Bonds will be levied only on property located within the applicable Future Neighborhood Improvement Area to finance Public Improvements which will only benefit such Future Neighborhood Improvement Area.

"Future Neighborhood Improvement Area Improvements" means those Public Improvements which will confer a special benefit on the related Future Neighborhood Improvement Area.

"Indenture" means an indenture of trust, trust agreement, ordinance or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of PID Bonds, as modified, amended, and/or supplemented from time to time.

"Lot" means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, or other uses), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots based on the front footage of the Lot, as determined by the Administrator and confirmed by the City Council.

"**Major Improvements**" means the Public Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"**Major Improvement Area**" or **"MIA"** means the property within the PID not within Neighborhood Improvement Area #1, as generally shown on Table II-B and as specifically described in Appendix D and as depicted in Appendix F.

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the Major Improvement Area other than Non-Benefited Property and listed in the Major Improvement Area Assessment Roll against which Special Assessments relating to the Major Improvement Area Projects are levied.

"Major Improvement Area Assessment Roll" means the document included in this SAP as Appendix A, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of the Major Improvement Area Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area Project) that are secured by Special Assessments levied on Major Improvement Area Assessed Property.

"Major Improvement Area Projects" means the Major Improvement Area's proportionate share of the Major Improvements.

"**Neighborhood Improvement Area**" or **"NIA"** means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within a

Neighborhood Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds for the Public Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

"Neighborhood Improvement Area #1" means the property within the PID as depicted on the map on Table II.B consisting of approximately 91.35 acres within the PID and as specifically described in Appendix D and as depicted in Appendix F.

"Neighborhood Improvement Area #1 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #1 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #1 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #1 Improvements are levied.

"**Neighborhood Improvement Area #1 Assessment Roll**" means the Assessment Roll covering Neighborhood Improvement Area #1 included in this SAP as Appendix B, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #1 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

"**Neighborhood Improvement Area #1 Improvements**" means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in Section III.C; and, that are to be financed with Neighborhood Improvement Area #1 Bonds.

"**Neighborhood Improvement Area #1 Projects**" means the Neighborhood Improvement Area #1 Improvements and the portion of the Major Improvements described in Section III.B allocable to Neighborhood Improvement Area #1.

"Neighborhood Improvement Area #2" means the property within the PID as depicted on the map on Table II.B consisting of approximately 33.6 acres within the PID and as specifically described in Appendix D and as depicted in Appendix F.

"Neighborhood Improvement Area #2 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #2 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #2 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #2 Improvements are levied.

"**Neighborhood Improvement Area #2 Assessment Roll**" means the Assessment Roll covering Neighborhood Improvement Area #2 included in this SAP as Appendix C-1, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #2 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Property.

"**Neighborhood Improvement Area #2 Improvements**" means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #2 and are described in Section III.E; and, that are to be financed with a PID Reimbursement Agreement and/or Neighborhood Improvement Area #2 Bonds.

"Neighborhood Improvement Area #3" means the property within the PID as depicted on the map on Table II.B consisting of approximately 13.420 acres within the PID and as specifically described in Appendix D and as depicted in Appendix F.

"Neighborhood Improvement Area #3 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #3 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #3 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #3 Improvements are levied.

"**Neighborhood Improvement Area #3 Assessment Roll**" means the Assessment Roll covering Neighborhood Improvement Area #3 included in this SAP as Appendix C-2, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #3 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 20__ (Wells North Public Improvement District Neighborhood Improvement Area #3 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #3 Assessed Property, if and when issued by the City.

"**Neighborhood Improvement Area #3 Improvements**" means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #3 and are described in Section III.E; and, that are to be financed with a PID Reimbursement Agreement and/or Neighborhood Improvement Area #3 Bonds.

"Non-Benefited Property" means Parcels within the boundaries of the PID that accrue no special benefit from the Public Improvements as determined by City Council, which may include Public Property. Property identified as Non-Benefited Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to Section VI.E or Section VI.F, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in Section VI.G.

"Owner" means Celina Development North, LLC a Texas limited liability company.

"**Owner's Association**" means a homeowner's association or property owner's association.

"Owner's Association Special Assessment Allocation" means 1% of the total Special Assessment for a specific Parcel or Neighborhood Improvement Area that is allocated to cover the PID benefit received by the Owner's Association from the Public Improvements benefitting the Owner's Association Property.

"Owner's Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, to an owners' association established for the benefit of a group of homeowners or property owners within the PID.

"Parcel" means a property identified by either a tax map identification number assigned by the Collin County Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

"PID" means the Wells North Public Improvement District created by the City pursuant to Resolution No. 2016-12R approved February 9, 2016.

"PID Act" means Chapter 372 of the Texas Local Government Code, as amended.

"PID Bonds" means the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, the Neighborhood Improvement Area #3 Bonds, and any Future Neighborhood Improvement Area Bonds which may be issued to finance Public Improvements in the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, or in the Future Neighborhood Improvement Areas.

"PID Reimbursement Agreement" means that certain PID Reimbursement Agreement – Wells North, dated March 29, 2016 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

"Prepayment Costs" mean interest and Administrative Expenses, to the extent not paid in an Annual Installment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment and the PID Bonds secured by such Assessment, each to the date of prepayment and to the extent each is allowable by law.

"**Prepayment Reserve**" has the meaning set forth in Section IV.K of this SAP.

"Property" means the approximately 244.136 acres of property depicted and described by metes and bounds on Exhibit A to Resolution No. 2016-12R as adopted by City Council on February 9, 2016 as depicted on the map on Table II.A and as specifically described in Appendix D and as depicted in Appendix F.

"Public Improvements" mean the Authorized Improvements designed, constructed, and installed in accordance with this SAP for which Special Assessments are levied against the Assessed Property that receives a special benefit from such improvement.

"Public Property" means real property, right-of-way and easements located within the boundaries of the PID owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, prescription, or by plat.

"**Residential Parcel"** means a Parcel located within the PID which has been designated at the time of the adoption of the initial Neighborhood Improvement Area #1 Assessment Roll and approval of this SAP for the future development of single family residential homes.

"**Service and Assessment Plan**" or **"SAP"** means this Wells North Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council in the first Assessment Ordinance.

"Special Assessment" means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

"Trustee" means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is comprised of the Property and is currently located within the corporate limits of the City. The PID contains approximately 244.136 acres planned for development to include a combination of residential and commercial development as well as the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

A map of the property within the PID is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in Appendix D.

Table II-A
Public Improvement District Boundaries

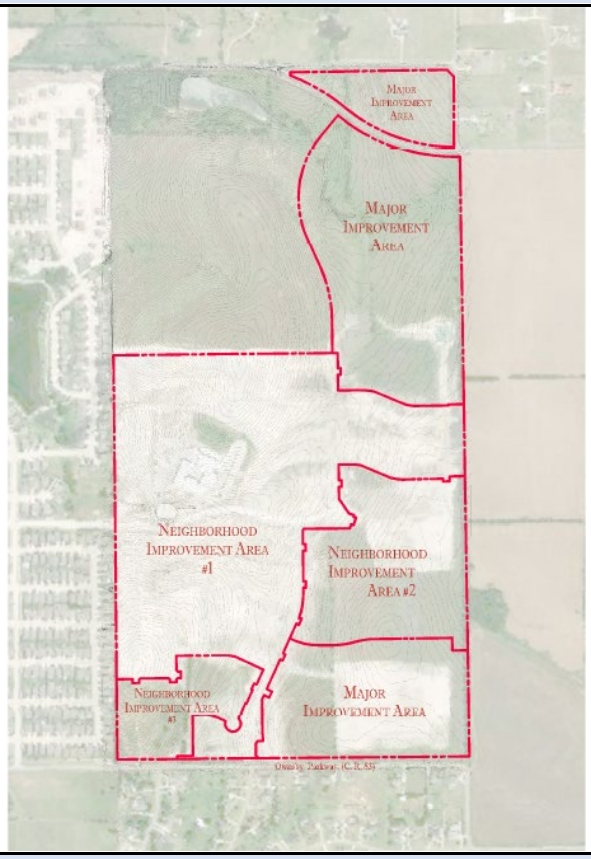
Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

B. Property Located in the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, and Neighborhood Improvement Area #3

The Major Improvement Area consists of approximately 139.9 acres. Neighborhood Improvement Area #1 consists of approximately 91.35 acres consisting of 337 single family residential lots, developed in one phase and which are specially benefitted by the Public Improvements described in Section III.C. Neighborhood Improvement Area #2 consists of approximately 33.6 acres within the Major Improvement Area and projected to consist of 174 single family residential lots, to be developed in one phase and which will be specially benefitted by the Neighborhood Improvement Area #2 Improvements described in Section III.D. Neighborhood Improvement Area #3 consists of approximately 13.420 acres within the Major Improvement Area and projected to consist of 60 single family residential lots, to be developed in one phase and which will be specially benefitted by the Neighborhood Improvement Area #3 Improvements described in Section III.E.

A map of the property within the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, and Neighborhood Improvement Area #3 is shown in Table II-B. Legal descriptions for all Parcels within the PID are included in Appendix D.

Table II-B
Public Improvement District Boundaries



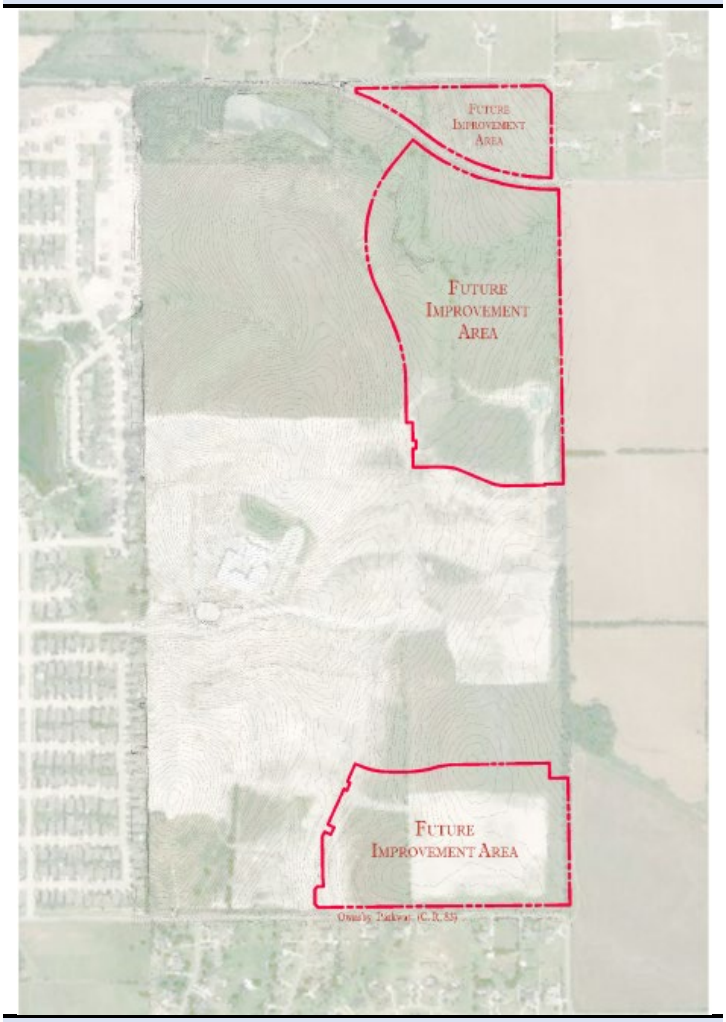
Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

C. Property Included in Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed and in connection with the issuance of any Future Neighborhood Improvement Area Bonds, this Service and Assessment Plan will be amended to revise the table shown in Section II.B above (e.g. Table II-B will be revised to show the addition of such Future Neighborhood Improvement Area).

A map of the projected property within each Future Neighborhood Improvement Area is shown in Table II-C. The Future Neighborhood Improvement Area is shown for illustrative purposes only and is subject to adjustment in the future.

Table II-C
Proposed Future Neighborhood Improvement Areas



Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act identifies the authorized improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act include:

(i) landscaping;
(ii) erection of fountains, distinctive lighting, and signs;
(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
(iv) construction or improvement of pedestrian mall;
(v) acquisition and installment of pieces of art;
(vi) acquisition, construction or improvement of libraries;
(vii) acquisition, construction or improvement of off-street parking facilities;
(viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
(ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
(x) the establishment or improvement of parks;
(xi) projects similar to those listed in Subdivisions (i)-(x)
(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
(xv) development, rehabilitation, or expansion of affordable housing.

The City has determined that of the improvements authorized under the PID Act, it will undertake at this time only those Public Improvements more particularly described in Section III.B, Section III.C and Section III.D. Any change to the list of Public Improvements, including any Future Neighborhood Improvement Area Improvements as described in Section III.E, will require the approval of the City.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. However, Major Improvement Area Assessed Property does not include Neighborhood Improvement Area #1 Assessed Property; therefore, the costs of the Major Improvements are allocated proportionally between Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property based on the costs of neighborhood improvements planned within their respective boundaries. Major

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Improvement Area Bonds fund the Major Improvement Area's proportionate share of the costs of the Major Improvements (the "Major Improvement Area Projects"); and, Neighborhood Improvement Area #1 Bonds fund both Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements as well as the Neighborhood Improvement Area #1 Improvements (collectively, the "Neighborhood Improvement Area #1 Projects"). This cost allocation between the Major Improvement Area and Neighborhood Improvement Area #1 is shown in more detail on Table IV-C. The Major Improvement Area consists of property within the PID excluding Neighborhood Improvement Area #1. As a result, Neighborhood Improvement Area #2 is located within the Major Improvement Area and will receive a proportionate share of the costs of the Major Improvements.

The Major Improvements are described below. Table III-A shows the Actual Costs of the Major Improvements. The Actual Cost to construct the Major Improvements is $3,534,000. The costs shown in Table III-A may be revised in Annual Service Plan Updates.

The Actual Costs for Major Improvements are being funded from (i) the proceeds of the Major Improvement Area Bonds, (ii) a portion of the proceeds of the Neighborhood Improvement Area #1 Bonds, and (iii) from funds contributed by the Developer, all as described herein.

A description of the Major Improvements follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consists of the construction of four detention ponds and appurtenances thereto to appropriately control and covey storm water. The storm drainage improvements will be constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Major Improvement Area Assessed Property. The wastewater improvements will be constructed according to City standards.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be constructed according to City standards.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Road Improvements

The road improvement portion of the Major Improvements consists of the construction of perimeter road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Major Improvement Area Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards.

CCN Certificate

A portion of the proceeds has been used to reimburse the City for payments made to the Marilee Special Utility District (the "Marilee SUD") to secure the release by the Marilee SUD in favor of the City of a water certificate of convenience and necessity (a "CCN") for approximately 31.3 acres within the property in the District. Such release was pursuant to that certain Full and Final Settlement and Release between the City and Marilee SUD (formerly known as Gunter Special Utility District and Gunter Rural Water Supply Corporation) including the Addendums approved by those parties in March 2006, March 2009, and March 2011. The City holds a water certificate of convenience and necessity for the remaining portion of the property within the District.

Table III-A
Major Improvement Costs

Authorized Improvements	NIA #1	MIA	Total
Storm Drainage Improvements	$135,244	$1,426,200	$1,561,444
Wastewater Improvements	$210,346	$265,874	$476,221
Water Improvements	$138,739	$300,176	$438,915
Road Improvements	$440,346	$1,296,158	$1,736,504
ROW Acquisition	$256,000	$479,000	$735,000
CCN Certificate	$14,000	$25,000	$39,000
Total Authorized Improvements	**$1,194,675**	**$3,792,409**	**$4,987,084**

Note: Costs provided by Developer as shown on Developer's Quarterly Continuing Disclosure Report available at https://emma.msrb.org/RE1331502-RE1037138-RE1444745.pdf (last retrieved April 27, 2020). Major Improvements were completed and accepted by the City in September 2017. The cost overages for the storm drainage, water and road improvements were the result of upgraded construction specifications and were funded entirely by the Developer.

C. Descriptions and Costs of Neighborhood Improvement Area #1 Projects

The Neighborhood Improvement Area #1 Projects are described below. Table III-B shows the Actual Costs to construct the Neighborhood Improvement Area #1 Projects are $6,423,000 and includes Neighborhood Improvement Area #1's allocable share of the Major Improvements described above in Section III.B. The proceeds of the Neighborhood Improvement Area #1 Bonds

only funded the Neighborhood Improvement Area #1 Projects which benefit Neighborhood Improvement Area #1 Assessed Property. The Actual Costs shown in Table III-B may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #1 Projects are being funded both from the proceeds of the Neighborhood Improvement Area #1 Bonds as described herein and from funds contributed by the Developer.

A description of the Neighborhood Improvement Area #1 Improvements follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #1 Improvements consists of the construction of detention ponds and appurtenances thereto to appropriately control and covey storm water. The storm drainage improvements will be constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #1 Assessed Property.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #1 Assessed Property. The water improvements will be constructed according to City standards.

Road Improvements

The road improvement portion of the Neighborhood Improvement Area #1 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #1 Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards.

CCN Certificate

A portion of the proceeds were used to reimburse the City for payments made to the Marilee

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Special Utility District (the "Marilee SUD") to secure the release by the Marilee SUD in favor of the City of a water certificate of convenience and necessity (a "CCN") for approximately 31.3 acres within the property in the District. Such release was pursuant to that certain Full and Final Settlement and Release between the City and Marilee SUD (formerly known as Gunter Special Utility District and Gunter Rural Water Supply Corporation) including the Addendums approved by those parties in March 2006, March 2009, and March 2011. The City holds a water certificate of convenience and necessity for the remaining portion of the property within the District.

Table III-B
Neighborhood Improvement Area #1 Costs

Authorized Improvements	Major	Onsite	Total
Storm Drainage Improvements	$135,244	$730,684	$865,929
Wastewater Improvements	$210,346	$1,136,439	$1,346,785
Water Improvements	$138,739	$749,564	$888,302
Road Improvements	$440,346	$2,646,348	$3,086,694
ROW Acquisition	$256,000	$0	$256,000
CCN Certificate	$14,000	$0	$14,000
Total Authorized Improvements	**$1,194,675**	**$5,263,035**	**$6,457,710**

Note: Costs provided by Developer as shown on Developer's Quarterly Continuing Disclosure Report available at https://emma.msrb.org/ES1229868-ES960545-ES1361457.pdf (last retrieved April 27, 2020). The Neighborhood Improvement Area Improvements and Major Improvements were completed and accepted by the City in September 2017.

D. Descriptions and Costs of Neighborhood Improvement Area #2 Improvements

The Neighborhood Improvement Area #2 Improvements are described below. Table III-C shows the Actual Costs to construct the Neighborhood Improvement Area #2 Improvements are $2,966,841 and are distinct from Neighborhood Improvement Area #2's allocable share of the Major Improvements described above in Section III.B. The proceeds of the Neighborhood Improvement Area #2 Bonds will only fund the Neighborhood Improvement Area #2 Improvements which benefit Neighborhood Improvement Area #2 Assessed Property only. The Actual Costs shown in Table III-C may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #2 Improvements are to be funded initially from Special Assessments levied against the Neighborhood Improvement Area #2 Assessed Property under the terms of the PID Reimbursement Agreement and from funds contributed by the Developer. The obligations under the PID Reimbursement Agreement related to the Neighborhood Improvement Area #2 Improvements is being paid from the proceeds of the Neighborhood Improvement Area #2 Bonds.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

A description of the Neighborhood Improvement Area #2 Improvements follows:

Storm Drainage

The storm drainage improvement portion of the Neighborhood Improvement Area #2 Improvements consists of the construction of detention ponds and appurtenances thereto to appropriately control and covey storm water. The storm drainage improvements will be constructed according to City standards.

Wastewater

The wastewater improvement portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #2 Assessed Property.

Water

The water improvement portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #2 Assessed Property. The water improvements will be constructed according to City standards.

Road Improvements

The road improvement portion of the Neighborhood Improvement Area #2 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #2 Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards

Table III-C
Costs of Authorized Improvements for Neighborhood Improvement Area #2

Authorized Improvements	Onsite	Total
Storm Drainage Improvements	$300,497	$300,497
Wastewater Improvements	$358,803	$358,803
Water Improvements	$503,745	$503,745
Road Improvements	$1,108,917	$1,108,917
Soft Costs	$694,879	$694,879
Total Authorized Improvements	**$2,966,841**	**$2,966,841**

Note: Costs provided by the Developer. 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.

E. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS

The Neighborhood Improvement Area #3 Improvements are described below. Table III-D shows the estimated Actual Costs to construct the Neighborhood Improvement Area #3 Improvements are $1,149,876 and are distinct from Neighborhood Improvement Area #3's allocable share of the Major Improvements described above in Section III.B. The proceeds of the Neighborhood Improvement Area #3 Bonds, if and when issued, will only fund the Neighborhood Improvement Area #3 Improvements which benefit Neighborhood Improvement Area #3 Assessed Property only. The Actual Costs shown in Table III-D may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #3 Improvements are to be funded initially from Special Assessments levied against the Neighborhood Improvement Area #3 Assessed Property under the terms of the PID Reimbursement Agreement and from funds contributed by the Developer. The obligations under the PID Reimbursement Agreement related to the Neighborhood Improvement Area #3 Improvements are anticipated to be paid from the proceeds of the Neighborhood Improvement Area #3 Bonds when issued.

A description of the Neighborhood Improvement Area #3 Improvements follows:

Storm Drainage

The storm drainage improvement portion of the Neighborhood Improvement Area #3 Improvements consists of the construction of storm pipes of various sizes, inlet structure and appurtenances thereto to appropriately control and covey storm water. The storm drainage improvements will be constructed according to City standards.

Wastewater

The wastewater improvement portion of the Neighborhood Improvement Area #3 Improvements

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consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #3 Assessed Property.

Water

The water improvement portion of the Neighborhood Improvement Area #3 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #3 Assessed Property. The water improvements will be constructed according to City standards.

Road Improvements

The road improvement portion of the Neighborhood Improvement Area #3 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #3 Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards

Table III-D
Costs of Authorized Improvements for Neighborhood Improvement Area #3

Authorized Improvements	Onsite	Total
Storm Drainage Improvements	$171,758	$171,758
Wastewater Improvements	$159,700	$159,700
Water Improvements	$173,914	$173,914
Road Improvements	$539,970	$539,970
Soft Costs	$104,534	$104,534
Total Authorized Improvements	**$1,149,876**	**$1,149,876**

Note: Costs provided by the Developer. The figures shown in Table III-D may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

F. FUTURE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside each Future Neighborhood Improvement Area (e.g. a Table III-E will be added to show the costs for the specific Future Neighborhood Improvement Area Improvements financed within the specific Future Neighborhood Improvement Area being developed.)

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

IV. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the cost of the Public Improvements based on the special benefits conferred to each Parcel from the Public Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements.

Table IV-C details the allocation of costs of the Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. Table IV-D details the allocation of costs of the Neighborhood Improvement Area #1 Projects which consist of Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements and all of the costs of the Neighborhood Improvement Area #1 Improvements. Table IV-E details the allocation of costs of the Neighborhood Improvement Area #2 Improvements benefitting the Neighborhood Improvement Area #2 Assessed Property. Table IV-F details the allocation of costs of the Neighborhood Improvement Area #3 Improvements benefitting the Neighborhood Improvement Area #3 Assessed Property.

This section of this Service and Assessment Plan is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Major Improvements, the Neighborhood Improvement Area #1 Improvements, the Neighborhood Improvement Area #2 Improvements, and the Neighborhood Improvement Area #3 Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements, Neighborhood Improvement Area #1 Improvements, the Neighborhood Improvement Area #2 Improvements, and the Neighborhood Improvement Area #3 Improvements, to Parcels or Lots so that there is an equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodology set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owners and all future owners and developers of any Assessed Property.

The timetable for the development of Future Neighborhood Improvement Areas are difficult to establish at this time and, as such, the special benefit conferred by Future Neighborhood Improvement Area Improvements, if any, cannot be determined with absolute certainty. Accordingly, it is hereby understood and acknowledged by the City and the Owner that the Special Assessments associated with the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, the Neighborhood Improvement Area #3 Bonds are the only Special Assessments that can be addressed with reasonable certainty in this SAP update. As a result, this SAP will need to be amended by the City Council, if and when a Future Neighborhood Improvement Area is developed and Future Neighborhood Improvement Area Bonds, if any, are issued.

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B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The Major Improvements are provided for the benefit of the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property; and, the Neighborhood Improvement Area #1 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #1 Assessed Property. The Neighborhood Improvement Area #2 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #2 Assessed Property. The Neighborhood Improvement Area #3 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #3 Assessed Property.

When the City Council approved the initial SAP, the Owner owned 100% of the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property. The Owner has acknowledged that the Major Improvements and Neighborhood Improvement Area #1 Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. When the City Council approved this updated SAP, the Owner owned 100% of the Neighborhood Improvement Area #3 Assessed Property. The Owner acknowledged that the Neighborhood Improvement Area #3 Improvements confer a special benefit on the Neighborhood Improvement Area #3 Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs of the Neighborhood Improvement Area #3 Improvements. The Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) this SAP and the Assessment Ordinance, and (iii) the levying of Special Assessments on the Major Improvement Area Assessed Property, the Neighborhood Improvement Area #1 Assessed Property, the Neighborhood Improvement Area #2 Assessed Property, and the Neighborhood Improvement Area #3 Assessed Property.

The City Council determined that funding the Actual Costs for the Major Improvements, the Neighborhood Improvement Area #1 Improvements, the Neighborhood Improvement Area #2 Improvements, and the Neighborhood Improvement Area #3 Improvements through the PID is beneficial to the City and the Assessed Property. Accordingly, the Major Improvements, the Neighborhood Improvement Area #1 Improvements, the Neighborhood Improvement Area #2 Improvements, and the Neighborhood Improvement Area #3 Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Major Improvement Area Assessed Property, the Neighborhood Improvement Area #1 Assessed Property, the Neighborhood Improvement Area #2 Assessed Property, and the Neighborhood Improvement Area #3 Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

C. Allocation of Actual Costs of Major Improvements

The Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the Major Improvements are, therefore, allocated to the Major Improvement Area Assessed Property and the

Neighborhood Improvement Area #1 Assessed Property, as shown in Table IV-C. The costs detailed in Table IV-C are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-C
Cost Allocation of Major Improvements[(a)]

		NIA #1 Major Improvements		MIA Major Improvements	
Authorized Improvements	**Total Cost**	**% Allocation**	**Share of Costs**	**% Allocation**	**Share of Costs**
Storm Drainage Improvements	$463,000	35%	$161,000	65%	$302,000
Wastewater Improvements	$579,000	35%	$202,000	65%	$377,000
Water Improvements	$233,000	35%	$81,000	65%	$152,000
Road Improvements	$1,485,000	35%	$517,000	65%	$968,000
ROW Acquisition	$735,000	35%	$256,000	65%	$479,000
CCN Certificate	$39,000	35%	$14,000	65%	$25,000
Total Authorized Improvements	**$3,534,000**		**$1,231,000**		**$2,303,000**

(a) Table IV-C shows the budgeted costs at the time the Assessments for the Major Improvements were levied. See Table III-A for the fina costs of the Major Improvements. The Major Improvements were completed and accepted by the City in September 2017. The cos overages for the storm drainage, water and road improvements were the result of upgraded construction specifications and were funde entirely by the Developer.

ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS

The Neighborhood Improvement Area #1 Projects include the Neighborhood Improvement Area #1 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #1, plus an allocable share of the Major Improvements as described in Section IV.C above. The Actual Costs of the Neighborhood Improvement Area #1 Projects are, therefore, allocated entirely to Neighborhood Improvement Area #1 Assessed Property, as shown in Table IV-D. The costs detailed in Table IV-D are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-D
Cost Allocation of Neighborhood Improvement Area #1 Projects

		NIA #1 Major Improvements		NIA #1 Onsite Improvements	
Authorized Improvements	**Total Cost (a)**	**% Allocation**	**Share of Costs**	**% Allocation**	**Share of Costs**
Storm Drainage Improvements	$782,000	21%	$161,000	79%	$621,000
Wastewater Improvements	$781,000	26%	$202,000	74%	$579,000
Water Improvements	$650,000	12%	$81,000	88%	$569,000
Road Improvements	$3,940,000	13%	$517,000	87%	$3,423,000
ROW Acquisition	$256,000	100%	$256,000	0%	$0
CCN Certificate	$14,000	100%	$14,000	0%	$0
Total Authorized Improvements	**$6,423,000**		**$1,231,000**		**$5,192,000**

(a) Table IV-D shows the budgeted costs at the time the Assessments for the Neighborhood Improvement Area Projects were levied. See Table III-B for the final costs of the Neighborhood Improvement Area Projects. The Neighborhood Improvement Area Improvements and Major Improvements were completed and accepted by the City in September 2017. The cost overages for the storm drainage, water and road improvements were the result of upgraded construction specifications and were funded entirely by the Developer.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

D. ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

The Neighborhood Improvement Area #2 Improvements include the Neighborhood Improvement Area #2 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #2. The Actual Costs of the Neighborhood Improvement Area #2 Improvements are, therefore, allocated entirely to Neighborhood Improvement Area #2 Assessed Property, as shown in Table IV-E. The costs detailed in Table IV-E are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-E
Cost Allocation of Neighborhood Improvement Area #2 Projects

		NIA #2 Onsite Improvements	
Authorized Improvements	**Total Cost (a)**	**% Allocation**	**Share of Costs**
Storm Drainage Improvements	$300,497	100%	$300,497
Wastewater Improvements	$358,803	100%	$358,803
Water Improvements	$503,745	100%	$503,745
Road Improvements	$1,108,917	100%	$1,108,917
Subtotal	*$2,271,962*		*$2,271,962*
Soft Costs	$694,879	100%	$694,879
Total Authorized Improvements	**$2,966,841**		**$2,966,841**

(a) See Table III-C for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

E. ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS

The Neighborhood Improvement Area #3 Improvements include the Neighborhood Improvement Area #3 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #3. The Actual Costs of the Neighborhood Improvement Area #3 Improvements are, therefore, allocated entirely to Neighborhood Improvement Area #3 Assessed Property, as shown in Table IV-F. The costs detailed in Table IV-F are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Table IV-F
Cost Allocation of Neighborhood Improvement Area #3 Projects

Authorized Improvements	Total Cost (a)	NIA #3 Onsite Improvements % Allocation	NIA #3 Onsite Improvements Share of Costs
Storm Drainage Improvements	$171,758	100%	$171,758
Wastewater Improvements	$159,700	100%	$159,700
Water Improvements	$173,914	100%	$173,914
Road Improvements	$539,970	100%	$539,970
Subtotal	$1,045,342		$1,045,342
Soft Costs	$104,534	100%	$104,534
Total Authorized Improvements	**$1,149,876**		**$1,149,876**

(a) See Table III-D for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

F. Allocation of Actual Costs of Future Improvement Area Improvements

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside such Future Neighborhood Improvement Areas (e.g. Table IV-G will be created and amended to show the allocation of Actual Costs for Future Neighborhood Improvement Area Improvements.)

G. Special Assessment Methodology

The City Council may assess Actual Costs against Assessed Property so long as the special benefit conferred upon the Assessed Property by the Public Improvements equals or exceeds the amount of the Special Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

Assessment Methodology for the Major Improvement Area

For purpose of this SAP, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Special Assessment relating to the Major Improvement Area Projects across all Parcels and Lots within the Major Improvement Area based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. Table IV-G.1 summarizes the updated allocation of the Special Assessments relating to the Major Improvement Area Bonds for the Assessed Property.

Based on the costs provided by the Owner for the Major Improvement Area Projects, the City Council has determined that the benefit to the Major Improvement Area Assessed Property from the Major Improvement Area Projects is at least equal to the Special Assessments levied on the Major Improvement Area Assessed Property.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

The Special Assessments and Annual Installments for each Parcel or Lot located in the Major Improvement Area is shown on the Assessment Roll, attached as Appendix A, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-G.1 summarizes the updated allocation of the Special Assessment relating to the Major Improvement Area Bonds for the Major Improvement Area Assessed Property at the time the Assessment Ordinance relating to the Major Improvement Area Bonds was adopted by the City Council.

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Table IV-G.1
Major Improvement Area
Updated Special Assessment Allocation

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
Phase #2							
50'	174	$54,375,000	$821,593	$70,775	$4,722	$407	$0.1
60'	-	-	-	-	-	-	
70'	-	-	-	-	-	-	
HOA	-	-	$8,299	$715	-	-	
Subtotal	*174*	*$54,375,000*	*$829,892*	*$71,490*			
Phase #3							
50'	-	-	-	-	-	-	
60'	58	$25,056,000	$382,193	$32,923	$6,590	$568	$0.1
70'	2	$897,000	$13,682	$1,179	$6,841	$589	$0.1
HOA	-	-	$3,999	$344	-	-	
Subtotal	*60*	*$25,953,000*	*$399,874*	*$34,447*			
Phase #4							
50'	68	$22,865,000	$348,773	$30,044	$5,129	$442	$0.1
60'	57	$22,942,500	$349,955	$30,146	$6,140	$529	$0.1
70'	20	$8,550,000	$130,418	$11,235	$6,521	$562	$0.1
HOA	-	-	$8,375	$721	-	-	
Subtotal	*145*	*$54,357,500*	*$837,521*	*$72,147*			
Phase #5							
50'	1	$330,000	$5,034	$434	$5,034	$434	$0.1
60'	119	$47,005,000	$716,994	$61,764	$6,025	$519	$0.1
70'	26	$10,920,000	$166,569	$14,349	$6,406	$552	$0.1
Commercial	61,855	$7,113,348	$108,504	$9,347	$1.75	$0.15	$0.1
Commercial	90,605	$10,419,552	$158,935	$13,691	$1.75	$0.15	$0.1
HOA	-		$11,677	$1,006	-	-	
Subtotal	*146*	*$75,787,900*	*$1,167,713*	*$100,591*			
Total	**525**	**$210,473,400**	**$3,235,000**	**$278,674**			

Note: 1) The Major Improvement Area Special Assessments were allocated as part of the NIA #2 Assessment levy (Phase #2) and are exclu in this update for NIA #3. The updates Special Assessment of $2,405,108 (i.e. $3,235,000 - $829,892 = $2,405,108) allocations are being upda for Phase #3 through Phase #5.
2) Estimates are based on updated Lot counts and estimated buildout vs provided by the Developer as a part of this SAP update. Although actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, any other documents associated with PID Bonds. The above allocations are calculated based on 5.38% interest rate and a 30-year term for PID Bonds and annual administrative expense of $30,000 increasing at 2.0% per year.

Assessment Methodology for Neighborhood Improvement Area #1

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #1 Projects to be financed with the Neighborhood Improvement Area #1 Bonds shall be allocated to the Neighborhood Improvement Area #1 Assessed Property by

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spreading the entire Special Assessment relating to the Neighborhood Improvement Area #1 Projects across all Lots within the Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Lot to the total build out value for the Neighborhood Improvement Area #1. Table IV-G.2 summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #1 Assessed Property.

Based on the costs provided by the Owner for the Neighborhood Area #1 Projects, the City Council has determined that the benefit to the Neighborhood Area #1 Assessed Property from the Neighborhood Area Public Projects is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #1 are shown on the Assessment Roll, attached as Appendix B, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-G.2 summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #1 Bonds for the Neighborhood Improvement Area #1 Assessed Property at the time the Assessment Ordinance relating to the Neighborhood Improvement Area #1 Bonds was adopted by the City Council.

Table IV-G.2
Neighborhood Improvement Area #1
Special Assessment Allocation

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
Phase #1							
50'	184	$57,468,000	$3,186,596	$240,867	$17,318	$1,309	$0.42
60'	149	$55,378,800	$3,070,750	$232,111	$20,609	$1,558	$0.42
70'	4	$1,864,800	$103,403	$7,816	$25,851	$1,954	$0.42
HOA	-	-	$64,250	$4,857	-	-	-
Total	**337**	**$114,711,600**	**$6,425,000**	**$485,650**			

Note: Estimates are based on information available as of the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above allocations are calculated based on 6.25% interest rate and a 30-year term for the PID Bonds and annual administrative expense of $30,000 increasing at 2.0% per year.

Assessment Methodology for Neighborhood Improvement Area #2

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #2 Improvements to be financed with the PID Reimbursement Agreement and/or Neighborhood Improvement Area #2 Bonds shall be allocated to the Neighborhood Improvement Area #2 Assessed Property by spreading the entire Special Assessment Neighborhood Improvement Area #2 Projects across all Lots within the Neighborhood Improvement Area #2 based on the ratio of the estimated build out value of each Lot to the total

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build out value for the Neighborhood Improvement Area #2. Table IV-G.3 summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #2 Assessed Property.

Based on the costs provided by the Owner for the Neighborhood Area #2 Improvements benefitting Neighborhood Area #2, the City Council has determined that the benefit to the Neighborhood Area #2 Assessed Property from the Neighborhood Area #2 Improvements is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #2 are shown on the Assessment Roll, attached as Appendix D, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-G.3 summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #2 Assessed Property at the time the Assessment Ordinance approving this Service and Assessment Plan update was adopted by the City Council. This SAP will be updated in the future by the City Council for the issuance of Neighborhood Improvement Area #2 Bonds.

Table IV-G.3
Neighborhood Improvement Area #2
Special Assessment Allocation

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
Phase #2							
50'	174	$54,375,000	$1,881,000	$146,334	$10,810	$841	$0.27
60'	-	-	-	-	-	-	-
70'	-	-	-	-	-	-	-
HOA	-	-	$19,000	$1,478	-	-	-
Total	**174**	**$54,375,000**	**$1,900,000**	**$147,812**			

Note: Estimates are based on information provided by the Developer as part of this update to the SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Reimbursement Agreement. The above amounts are calculated based on 3.0%-3.875% interest rates and a 30-year term for the applicable Neighborhood Improvement Area #2 Bonds and annual administrative expense of $25,000 increasing at 2.0% per year.

Neighborhood Improvement Area #2 Assessed Property is part of the Major Improvement Area Assessed Property. As shown in Table IV-G.1, the Special Assessments related to the Major Improvement Area Bonds have been allocated to Neighborhood Improvement Area #2, representing Neighborhood Improvement Area #2 Assessed Property, and the remaining Future Improvement Areas. The Special Assessments related to the Neighborhood Improvement Area #2 Improvements for the benefit of the Neighborhood Improvement Area #2 Assessed Property are shown in Table IV-G.3. As a result, the combined Special Assessment on the Neighborhood Improvement Area #2 Assessed Property, representing the proportional share of the Special Assessments for Major Improvement Bonds and the Special Assessments for the Neighborhood

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Improvement Area #2 Improvements or the benefit of the Neighborhood Improvement Area #2 Assessed Property is shown in Table IV-G.4.

Table IV-G.4
Neighborhood Improvement Area #2
Special Assessment Allocation (Combined)

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
Phase #2							
50'	174	$54,375,000	$2,702,593	$217,109	$15,532	$1,248	$0.40
60'	-	-	-	-	-	-	-
70'	-	-	-	-	-	-	-
HOA	-	-	$27,299	$2,193	-	-	-
Total	**174**	**$54,375,000**	**$2,729,892**	**$219,302**			

Note: The combined amounts show the Phase #2 proportional share of the Special Assessment for Major Improvement Assessments show in Table IV-G.1 and the Special Assessments for the Neighborhood Improvement Area #2 show in Table IV-G.3 above. Estimates based on updated information provided by the Developer as part of this update to the SAP.

Assessment Methodology for Neighborhood Improvement Area #3

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #3 Improvements to be financed with the PID Reimbursement Agreement and/or Neighborhood Improvement Area #3 Bonds shall be allocated to the Neighborhood Improvement Area #3 Assessed Property by spreading the entire Special Assessment Neighborhood Improvement Area #3 Projects across all Lots within the Neighborhood Improvement Area #3 based on the ratio of the estimated build out value of each Lot to the total build out value for the Neighborhood Improvement Area #3. Table IV-G.5 summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #3 Assessed Property.

Based on the costs provided by the Owner for the Neighborhood Area #3 Improvements benefitting Neighborhood Area #3, the City Council has determined that the benefit to the Neighborhood Area #3 Assessed Property from the Neighborhood Area #3 Improvements is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #3 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #3 are shown on the Assessment Roll, attached as Appendix C-2, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-G.5 summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #3 Assessed Property at the time the Assessment Ordinance approving this Service and Assessment Plan update was adopted by the City Council. This SAP will be updated in the future by the City Council for the issuance of Neighborhood Improvement Area #3 Bonds.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Table IV-G.5
Neighborhood Improvement Area #3
Special Assessment Allocation

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
Phase #3							
50'	-	-	-	-	-	-	-
60'	58	$25,056,000	$951,004	$78,625	$16,397	$1,356	$0.32
70'	2	$897,000	$34,046	$2,815	$17,023	$1,407	$0.32
HOA	-	-	$9,950	$823	-	-	-
Total	**60**	**$25,953,000**	**$995,000**	**$82,263**			

Note: Estimates are based on information provided by the Developer as part of this update to the SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Reimbursement Agreement. The above amounts are calculated based on an interest rate of 4.75% and a 30-year term for the applicable PID Reimbursement Agreement and annual administrative expense of $20,000 increasing at 1.0% per year.

Neighborhood Improvement Area #3 Assessed Property is part of the Major Improvement Area Assessed Property. As shown in Table IV-G.1, the Special Assessments related to the Major Improvement Area Bonds have been allocated to Neighborhood Improvement Area #3, representing Neighborhood Improvement Area #3 Assessed Property, and the remaining Future Improvement Areas. The Special Assessments related to the Neighborhood Improvement Area #3 Improvements for the benefit of the Neighborhood Improvement Area #3 Assessed Property are shown in Table IV-G.5. As a result, the combined Special Assessment on the Neighborhood Improvement Area #3 Assessed Property, representing the proportional share of the Special Assessments for Major Improvement Bonds and the Special Assessments for the Neighborhood Improvement Area #3 Improvements or the benefit of the Neighborhood Improvement Area #3 Assessed Property is shown in Table IV-G.6.

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Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Table IV-G.6
Neighborhood Improvement Area #3
Special Assessment Allocation (Combined)

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
Phase #3							
50'	-	-	-	-	-	-	-
60'	58	$25,056,000	$1,333,198	$111,549	$22,986	$1,923	$0.45
70'	2	$897,000	$47,728	$3,993	$23,864	$1,997	$0.45
HOA	-	-	$13,949	$1,167	-	-	-
Total	**60**	**$25,953,000**	**$1,394,874**	**$116,709**			

Note: The combined amounts show the NIA #3 proportional share of the Special Assessment for Major Improvement Assessments show in Table IV-G.1 and the Special Assessments for the Neighborhood Improvement Area #3 show in Table IV-G.5 above. Estimates based on updated information provided by the Developer as part of this update to the SAP.

Assessment Methodology for Future Neighborhood Improvement Areas

When and if the Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds are contemplated, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Neighborhood Improvement Area Improvements on Assessed Property similarly benefited within that Future Neighborhood Improvement Area.

H. Special Assessment and Annual Installments

The Special Assessments for the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, and the Neighborhood Improvement Area #3 Bonds will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, and the Neighborhood Improvement Area #3 Assessment Roll, as applicable. The Annual Installments for the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, the Neighborhood Improvement Area #3 Bonds and will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, and the Neighborhood Improvement Area #3 Assessment Roll, subject to revisions made during an Annual Service Plan Update.

I. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Major Improvement Area Assessment Roll,

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, and the Neighborhood Improvement Area #3 Assessment Roll, shown on Appendix A, Appendix B, Appendix C-1, and Appendix C-2, respectively, which are subject to revision through Annual Service Plan Updates.

J. EXCESS INTEREST RATE

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on bonds issued by a PID by no more than one half of one percent (0.50%) per annum, (the "Excess Interest Rate"). Forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e. 0.20%) per annum will be dedicated to fund the Prepayment Reserve as described in Section IV.K below. The remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e. 0.30%) per annum is dedicated to the Delinquency Reserve as described in Section IV.L below.

K. PREPAYMENT RESERVE

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which related PID Bonds are actually redeemed (the "Prepayment Reserve"). The Prepayment Reserve created under each Indenture shall be funded each year until it reaches 1.5% of the par amount of the related PID Bonds, but in no event will the annual collections be more than 0.20% per annum higher than the actual interest rate paid on the related PID Bonds. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Special Assessment and the date on which PID Bonds are actually prepaid may be eliminated at the election of the City. If the Prepayment Reserve requirement is so eliminated or in a given year the additional reserve is fully funded at 1.5% of the par amount of the PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indenture.

L. DELINQUENCY RESERVE

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments. This additional reserve (the "Delinquency Reserve") created under each Indenture shall be funded each year up to 4.0% of the par amount of the related PID Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% per annum higher than the actual interest rate paid on the related PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the related PID Bonds, the City can allocate the Delinquency Reserve component of the Excess Interest Rate collected during that year to redeem PID Bonds as set forth in the Indenture.

V. SERVICE PLAN

A. INTRODUCTION

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Public Improvements undertaken within the PID during the five-year period. The Major Improvement Area Projects and the Neighborhood Improvement Area #1 Projects have been constructed and accepted by the City. It is anticipated that it will take approximately 3 to 4 months to complete the Neighborhood Improvement Area #2 Improvements and for the City to accept such improvements.

The Actual Costs for the Major Improvement Area Projects plus costs related to the issuance of the Major Improvement Area Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is $3,454,050 as shown in Table V-A. The Actual Costs for the Neighborhood Improvement Area #1 Projects plus costs related to the issuance of the Neighborhood Improvement Area #1 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is $8,209,506 as shown in Table V-B. The Actual Costs for the Neighborhood Improvement Area #2 Improvements that will benefit Neighborhood Improvement Area # 2 Assessed Property plus costs related to financing such improvements, and payment of expenses incurred in the administration and operation of the PID is $3,3.1,974 as shown in Table V-C.2. The Actual Costs for the Neighborhood Improvement Area #3 Projects plus costs related to the issuance of the Neighborhood Improvement Area #3 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is $1,149,876 as shown in Table V-D. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the costs of the Public Improvements, and updating Assessment Roll shown on Appendix A, Appendix B, Appendix C, Appendix D. Any update to this SAP is herein referred as an "Annual Service Plan Update."

Table V-A summarizes the sources and uses of funds required to construct the Major Improvement Area Projects, establish the PID, and issue the Major Improvement Area Bonds. The sources and uses of funds shown in Table V-A shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-B summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #1 Projects, establish the PID, and issue the Neighborhood Improvement Area #1 Bonds. The sources and uses of funds shown in Table V-B shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-C.2 summarizes the updated sources and uses of funds required to construct the Neighborhood Improvement Area #2 Improvements that will benefit the Neighborhood Improvement Area #2 Assessed Property, pay a portion of the costs related to the administration and operation of the PID and to finance such improvements. The sources and uses of funds shown in Table V-C.2 shall be updated each year in the Annual Service Plan Update to reflect any

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

revisions to the Actual Costs and if and when Neighborhood Improvement Area #2 Bonds are issued.

Table V-D summarizes the updated sources and uses of funds required to construct the Neighborhood Improvement Area #3 Improvements that will benefit the Neighborhood Improvement Area #3 Assessed Property, pay a portion of the costs related to the administration and operation of the PID and to finance such improvements. The sources and uses of funds shown in Table V-D shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and if and when Neighborhood Improvement Area #3 Bonds are issued.

Table V-A
Major Improvement Area Bonds
Sources and Uses of Funds

Sources of Funds	**Amount**
Gross Bond Amount	$3,235,000
Development Agreement Contributions (a)	$219,050
Owner Contribution (b)	$0
Total Sources of Funds	**$3,454,050**
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	$2,303,000
Development Agreement Contributions	
City of Celina Regional Park Improvements	$219,050
Other Fund Deposits	
Debt Service Reserve Fund (d)	$230,663
Capitalized Interest (e)	$403,901
Cost of Issuance	$200,386
Underwriters Discount/Underwriters Counsel (f)	$97,050
Total Uses of Funds	**$3,454,050**

(a) Per the Development Agreement, the Developer is obligated to make certain payments at the closing of the PID Bonds. These payments are not PID qualified improvements and are not security for the PID Bonds.
(b) Developers will fund all costs not covered by the PID Bonds.
(c) See Table III-A and Table IV-C for details.
(d) The PID Bonds will include a debt service reserve fund calculated in accordance with IRS rules.
(e) The PID Bonds will include 28.83 months of capitalized interest.
(f) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Table V-B
Neighborhood Improvement Area #1 Bonds
Sources and Uses of Funds

Sources of Funds	**Amount**
Gross Bond Amount	$6,425,000
Development Agreement Contributions (a)	$365,950
Owner Contribution (b)	$1,418,556
Total Sources of Funds	**$8,209,506**
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	$6,423,000
Development Agreement Contributions	
City of Celina Regional Park Improvements	$365,950
Other Fund Deposits	
Debt Service Reserve Fund (d)	$447,313
Capitalized Interest (e)	$440,494
Cost of Issuance	$340,000
Underwriters Discount/Underwriters Counsel (f)	$192,750
Total Uses of Funds	**$8,209,506**

(a) Per the Development Agreement, the Developer is obligated to make certain payments at the closing of the PID Bonds. These payments are not PID qualified improvements and are not security for the PID Bonds.
(b) Developers will fund all costs not covered by the PID Bonds.
(c) See Table III-B and Table IV-D for details.
(d) The PID Bonds will include a debt service reserve fund calculated in accordance with IRS rules.
(e) The PID Bonds will include 16.67 months of capitalized interest.
(f) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.

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Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Table V-C.1
Neighborhood Improvement Area #2 Assessments
Sources and Uses of Funds – Initial (PID Reimbursement Agreement)

Sources of Funds	Amount
Assessments	$1,900,000
Owner Contribution (b)	$977,835
Total Sources of Funds	**$2,877,835**
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	$2,877,835
Other Costs	$0
Total Uses of Funds	**$2,877,835**

(a) Per the Development Agreement, the Developer is obligated to make certain payments at the closing of the PID Bonds. These payments are
(b) See Table III-C for details.

The Neighborhood Improvement Area #2 Bonds are being issued. As a result, the sources and uses are updated as shown in Table V-C.2 below:

Table V-C.2
Neighborhood Improvement Area #2 Bonds
Sources and Uses of Funds - Updated

Sources of Funds	Amount
Gross Bond Amount	$1,900,000
Development Agreement Contributions (a)	$0
Owner Contribution (b)	$1,401,974
Total Sources of Funds	**$3,301,974**
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	$2,966,841
Other Fund Deposits	
Debt Service Reserve Fund (d)	$136,133
Cost of Issuance	$142,000
Underwriters Discount/Underwriters Counsel (e)	$57,000
Total Uses of Funds	**$3,301,974**

(a) Per the Development Agreement, the Developer is obligated to make certain payments at the closing of the PID Bonds. These payments are not PID qualified improvements and are not security for the PID Bonds.
(b) Developers will fund all costs not covered by the PID Bonds.
(c) See Table III-C and Table IV-E for details.
(d) The PID Bonds will include a debt service reserve fund calculated in accordance with IRS rules.
(e) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Table V-D
Neighborhood Improvement Area #3
Anticipated Sources and Uses of Funds[(a)]

Sources of Funds	Amount
Assessments	$995,000
Owner Contribution (b)	$154,876
Total Sources of Funds	**$1,149,876**
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	$1,149,876
Other Costs	$0
Total Uses of Funds	**$1,149,876**

(a) Preliminary, subject to change.
(b) Owner will fund all costs not covered by the Assessments being levied on the Neighborhood Improvement Area #3 Assessed Property.
(c) See Table III-D for details.

The projected Annual Installments for the first five years after the approval of this SAP update for the Major Improvement Area Bonds are presented in Table V-E. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-E
Major Improvement Area Bonds
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installm
2016-2019	$60,000	$574,564	$116,148	$19,410	$29,115	$0	($403,901)	$395,3
2020	$60,000	$156,989	$26,600	$6,350	$9,525	$0	$0	$259,4
2021	$65,000	$165,113	$33,122	$6,230	$9,345	$0	$0	$278,8
2022	$65,000	$162,106	$33,785	$6,100	$9,150	$0	$0	$276,1
2023	$70,000	$159,100	$34,461	$5,970	$8,955	$0	$0	$278,4
2024	$70,000	$155,863	$35,150	$0	$14,575	$0	$0	$275,5
Total	**$390,000**	**$1,373,734**	**$279,266**	**$44,060**	**$80,665**	**$0**	**($403,901)**	**$1,763,8**

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Bonds and the administration of the PID. The debt service estimates are based on 5.38% interest rate, 0.50% additional interest for the Prepayment Delinquency Reserve and a 30-year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2% per yea

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

The projected Annual Installments for the first five years after the approval of this SAP update for the Neighborhood Improvement Area #1 Bonds are presented in **Table V-F**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-F
Neighborhood Improvement Area #1 Bonds
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installm
2016-2019	$200,000	$1,080,744	$116,148	$38,350	$57,525	$0	($440,494)	$1,052,2
2020	$125,000	$391,569	$28,600	$12,416	$18,624	$0	$0	$476,2
2021	$125,000	$308,094	$33,122	$12,200	$18,300	$0	$0	$496,7
2022	$125,000	$302,625	$33,785	$11,950	$17,925	$0	$0	$491,2
2023	$125,000	$297,156	$34,461	$11,700	$17,550	$0	$0	$485,8
2024	$150,000	$291,688	$35,150	$0	$28,625	$0	$0	$505,4
Total	**$850,000**	**$2,571,875**	**$281,266**	**$86,616**	**$158,549**	**$0**	**($440,494)**	**$3,507,8**

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Bonds and the administration of the PID. The debt service estimates are based on 5.13% interest rate, 0.50% additional interest for the Prepayment Delinquency Reserve and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2% per yea

The projected Annual Installments for the first five years after the approval of this SAP for the Neighborhood Improvement Area #2 Bonds are presented in Table V-G. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-G
Neighborhood Improvement Area #2 Bonds
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment and Delinquency Reserve	Debt Service Reserve Fund	Annual PID Installments
2020	$40,000	$80,000	$29,600	$0	$0	$149,600
2021	$40,000	$68,188	$25,000	$9,300	$0	$142,488
2022	$40,000	$66,988	$25,500	$9,100	$0	$141,588
2023	$40,000	$65,788	$26,010	$8,900	$0	$140,698
2024	$40,000	$64,588	$26,530	$8,700	$0	$139,818
2025	$45,000	$63,388	$27,061	$8,500	$0	$143,948
Total	**$245,000**	**$408,938**	**$159,701**	**$44,500**	**$0**	**$858,139**

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are calculated using an interest rate of 3.0% for years 2020 through 2025, 3.25% for years 2026 through 2030. 3.75% in years 2031 through 2040 and 3.875% in years 2041 through 2049, 0.50% additional interest for the Prepayment and Delinquency Reserve and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2% per year. The 2020 Annual Installment is based on the reimbursement agreement and includes debt service for the Neighborhood Improvement Area #2 Reimbursement Agreement and the Neighborhood Improvement Area #2 Bonds.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

The projected Annual Installments for the first five years after the approval of this SAP for the Neighborhood Improvement Area #3 Improvements are presented in Table V-H. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

If and when the Neighborhood Improvement Area #3 Bonds are being issued, in the City's sole discretion, the sources and uses for Neighborhood Improvement Area #3 in Table V-D above and the projected annual installments shown in Table V-H below will be updated.

Table V-H
Neighborhood Improvement Area #3
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Annual PID Installments
2021	$15,000	$47,263	$20,000	$82,263
2022	$16,000	$46,550	$20,200	$82,750
2023	$17,000	$45,790	$20,402	$83,192
2023	$17,000	$44,983	$20,606	$82,589
2023	$18,000	$44,175	$20,812	$82,987
2023	$19,000	$43,320	$21,020	$83,340
Total	$102,000	$272,080	$123,040	$497,120

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the repayment of the applicable PID Reimbursement Agreement and the administration of the PID. The debt service estimates are calculated using an estimated interest rate of 4.75% and will be updated at the time of levy. Administrative expenses are estimated to increase at a rate of 1% per year.

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Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

VI. TERMS OF THE SPECIAL ASSESSMENTS

A. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Special Assessments and Annual Installments for the Major Improvement Area Assessed Property are shown on the Major Improvement Area Assessment Roll in Appendix A. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Major Improvement Area Bonds, (ii) to fund the Prepayment Reserve for the Major Improvement Area Bonds, (iii) to fund the Delinquency Reserve for the Major Improvement Area Bonds, and (iv) to cover the Administrative Expenses of the Major Improvement Area.

B. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, AND NEIGHBORHOOD IMPROVEMENT AREA #3

The Special Assessments and Annual Installments for each Neighborhood Improvement Area #1 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in Appendix B. The Special Assessments and Annual Installments for each Neighborhood Improvement Area #2 Assessed Property are shown on the Neighborhood Improvement Area #2 Assessment Roll in Appendix C-1. The Special Assessments and Annual Installments for each Neighborhood Improvement Area #3 Assessed Property are shown on the Neighborhood Improvement Area #3 Assessment Roll in Appendix C-2.

The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected from Neighborhood Improvement Area #1 Assessed Property in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #1 Bonds, (ii) to fund the Prepayment Reserve for the Neighborhood Improvement Area #1 Bonds, (iii) to fund the Delinquency Reserve for the Neighborhood Improvement Area #1 Bonds, and (iv) to cover the Administrative Expenses of Neighborhood Improvement Area #1.

The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected from Neighborhood Improvement Area #2 Assessed Property in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #2 Bonds, (ii) to fund the Prepayment Reserve for the Neighborhood Improvement Area #2 Bonds, (iii) to fund the Delinquency Reserve for the Neighborhood Improvement Area #2 Bonds, and (iv) to cover the Administrative Expenses of Neighborhood Improvement Area #2.

The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected from Neighborhood Improvement Area #3 Assessed Property in an amount sufficient to pay (i) the

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

principal and interest on the Neighborhood Improvement Area #3 Bonds, (ii) to fund the Prepayment Reserve for the Neighborhood Improvement Area #3 Bonds, (iii) to fund the Delinquency Reserve for the Neighborhood Improvement Area #3 Bonds, and (iv) to cover the Administrative Expenses of Neighborhood Improvement Area #3.

C. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

When and if Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Special Assessment and Annual Installments associated with the costs of Future Neighborhood Improvement Area Improvements for each Parcel or Lot located within a Future Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by the Assessed Property.

D. REALLOCATION OF ASSESSMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA, NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, AND NEIGHBORHOOD IMPROVEMENT AREA #3

Upon Division Prior to Recording of Subdivision Plat

The Special Assessments for each initial Parcel are based on the estimated build out value for the number and type of expected Lots within that Parcel shown on the parcel map attached hereto as Appendix F ("the Parcel Map"). The number of each type of Lot contained in each Parcel was counted and the amount of Special Assessments shown on Table IV-G.1, Table IV-G.2, Table IV-G.3 and Table IV-G.5 for each Lot type was added up to calculate the amount of the Special Assessment for each Parcel. For example, as shown for Neighborhood Improvement Area #2 on Table IV-G.3, it includes 170 Lots, as well as the Owner's Association Special Assessment Allocation. Accordingly, the Special Assessment for all Neighborhood Improvement Area #2 Parcels is $1,900,000, As Lots are platted in accordance with the Parcel Map, each Lot will be assessed the Special Assessment that it was assigned pursuant to Table IV-G.1, Table IV-G.2, Table IV-G.3 and Table IV-G.5.

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in Table IV-G.1, Table IV-G.2, Table IV-G.3 and Table IV-G.5.

Upon Subdivision by a Recorded Subdivision Plat

Once a Lot has a Special Assessment applied to it, as shown in Table IV-G.1, Table IV-G.2, Table IV-G.3 and Table IV-G.5, and then proceeds to be subdivided again, in no event will the new subdivision cause the sum of the Special Assessments for the subdivided Lots to be greater than the Special Assessment for the Lot prior to its subdivision.

The allocation method used above is to insure there will not be an increase in the Special Assessment for each specific Parcel. If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no

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event will such new allocation increase the total Special Assessment for each Lot as identified in Table IV-G.1, Table IV-G.2, Table IV-G.3 and Table IV-G.5.

Upon Consolidation

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

Upon Change from a Commercial Parcel to a Residential Parcel

Should an owner of an Assessed Property choose to change the intended land use for all or a portion of a Commercial Parcel to a Residential Parcel, the owner will, upon approval for the initial single family residential home building permit from the City, be required to pay down the Special Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Special Assessment that a Lot within its similar Lot type is assessed.

E. Reallocation of Assessments for Parcels Located Within Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the assessment reallocation methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within each Future Neighborhood Improvement Area.

F. Mandatory Prepayment of Assessments

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the Special Assessment, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

G. Reduction of Special Assessments

If after all Public Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City shall, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the series of PID Bonds for each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

Similarly, if the City does not undertake some of the Public Improvements to be funded with a series of PID Bonds resulting in excess PID Bond proceeds then the City shall, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in the paragraph immediately above. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

H. Payment of Special Assessments

1. Payment in Full

The Special Assessment for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.

If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.

Upon payment in full of a Special Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Special Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or Lot owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."

At the option of a Parcel or Lot owner, the Special Assessment on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs, if any, with respect thereto. Upon the payment of such amount for a Parcel or Lot, the Special Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.

2. Payment of Annual Installments

If a Special Assessment is not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel or Lot that is not paid in full will be collected in Annual Installments each year in the amounts shown in

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

the applicable Assessment Roll and which includes interest on the outstanding Special Assessment and Administrative Expenses.

The Annual Installments as listed on the Major Improvement Area Assessment Roll, and the Neighborhood Improvement Area #1 Assessment Roll, have been calculated using the applicable interest rates on the Major Improvement Area Bonds of 4.625%, 5.25% and 5.5%, and the applicable interest rates on the Neighborhood Improvement Area #1 Bonds of 4.375%, 5.00% and 5.25%. The Annual Installments shown in the Neighborhood Improvement Area #2 Assessment Roll have been calculated using the applicable interest rates on the Neighborhood Improvement Area #2 Bonds of 3.00%, 3.25, 3.75% and 3.875%. The Annual Installments shown in the Neighborhood Improvement Area #3 Assessment Roll have been calculated using an interest rate on the PID Reimbursement Agreement applicable to Neighborhood Improvement Area #3 of 4.75%. The Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, and the Neighborhood Improvement Area #3 Assessment Roll (once levied), except pursuant to any amendment or update to this SAP.

The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds 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 PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, shall adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Special Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute "PID Bonds" for purposes of this SAP.

I. COLLECTION OF ANNUAL INSTALLMENTS

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments before Administrative Expenses for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Special Assessment against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2017.

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #3 Improvements that benefit the Neighborhood Improvement Area #3 Assessed Property will be due when billed, and will be delinquent if not paid prior to the first February 1 following the earlier of (i) the recording of a final subdivision plat in the official public records of the County for the Neighborhood Improvement Area #3 Assessed Property, (ii) upon issuance of the Neighborhood Improvement Area #3 Bonds, or (iii) the second anniversary of the date of Assessment levy.

J. SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BOND ACCOUNT

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.G of this SAP.

K. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA # 1 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Area # 1 Bonds remain after all of the Neighborhood Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.G of this SAP.

L. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA # 2 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Area # 2 Bonds remain after all of the Neighborhood Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.G of this SAP.

VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT ASSESSMENT ROLL

The City Council has evaluated each Parcel in the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owners Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. Table VII-A summarizes the $3,235,000 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvements Area Projects, a portion of the costs of the PID formation, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is $3,235,000, which is equal to the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Special Assessment to be applied to all the Major Improvement Area Assessed Property is $3,235,000 plus annual Administrative Expenses. The Special Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section IV-G. The Major Improvement Area Assessment Roll is attached hereto as Appendix A.

Table VII-A
Major Improvement Area Bonds
Special Benefit Summary

Special Benefit	**Total Cost**
Major Improvement Area Bonds	
Total Authorized Improvements (a)	*$2,303,000*
PID Formation/Bond Costs of Issuance	
Reserve Fund	$230,663
Capitalized Interest	$403,901
Underwriter's Discount/Underwriters Counsel	$97,050
Cost of Issuance	$200,386
PID Formation/Bond Cost of Issuance	*$932,000*
Total Special Benefit	**$3,235,000**
Special Benefit	
Total Special Benefit	$3,235,000
Projected Special Assessment	$3,235,000
Excess Benefit	**$0**

(a) See Table III-A for details.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

B. Neighborhood Improvement Area #1 Assessment Roll

The City Council has evaluated each Parcel in Neighborhood Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #1 Projects. Table VII-B summarizes the $7,843,556 in special benefit received by the Neighborhood Improvement Area #1 Property from the Neighborhood Improvement Area #1 Projects, a portion of the costs of the PID formation, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is $6,425,000, which is less than the benefit received by the Neighborhood Improvement Area #1 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #1 Assessed Property is $7,843,556 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section IV-G. The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as Appendix B.

Table VII-B
Neighborhood Improvement Area #1 Bonds
Special Benefit Summary

Special Benefit	**Total Cost**
Neighborhood Improvement Area #1 Bonds	
Total Authorized Improvements (a)	*$6,423,000*
PID Formation/Bond Costs of Issuance	
Reserve Fund	$447,313
Capitalized Interest	$440,494
Underwriter's Discount/Underwriters Counsel	$192,750
Cost of Issuance	$340,000
PID Formation/Bond Cost of Issuance	*$1,420,556*
Total Special Benefit	**$7,843,556**
Special Benefit	
Total Special Benefit	$7,843,556
Projected Special Assessment	$6,425,000
Excess Benefit	**$1,418,556**

(a) See Table III-B for details.

C. Neighborhood Improvement Area #2 Assessment Roll

The City Council has evaluated each Parcel in Neighborhood Improvement Area #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #2 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #2 Improvements that benefit the Neighborhood Improvement Area #2 Assessed Property. Table VII-C.2 summarizes the $2,966,841 in special benefit received by the Neighborhood Improvement Area #2 Assessed Property from the Neighborhood Improvement Area #2 Improvements, a portion of the costs of the PID administration, and costs related to financing the Neighborhood Improvement Area #2 Improvements. The amount of the Neighborhood Improvement Area #2 Improvements to be financed by Special Assessments levied against the Neighborhood Improvement Area #2 Assessed Property is $1,900,000, which is less than the benefit received by the Neighborhood Improvement Area #2 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #2 Assessed Property is $1,900,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in Section IV-G. The Neighborhood Improvement Area #2 Assessment Roll is attached hereto as Appendix C-1.

Table VII-C.1
Neighborhood Improvement Area #2 Reimbursement Agreement
Special Benefit Summary (Initial)

Special Benefit	**Total Cost**
Neighborhood Improvement Area #2 Projects	
Total Authorized Improvements (a)	*$2,877,835*
Total Special Benefit	**$2,877,835**
Special Benefit	
Total Special Benefit	$2,877,835
Projected Special Assessment	$1,900,000
Excess Benefit	**$977,835**

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Table VII-C.2
Neighborhood Improvement Area #2 Bonds
Special Benefit Summary (Updated)

Special Benefit	Total Cost
Neighborhood Improvement Area #2 Bonds	
Total Authorized Improvements (a)	*$2,966,841*
PID Formation/Bond Costs of Issuance	
Reserve Fund	$136,133
Underwriter's Discount/Underwriters Counsel	$57,000
Cost of Issuance	$142,000
PID Formation/Bond Cost of Issuance	*$335,133*
Total Special Benefit	**$3,301,974**
Special Benefit	
Total Special Benefit	$3,301,974
Projected Special Assessment	$1,900,000
Excess Benefit	**$1,401,974**

(a) See Table III-C for details.

D. Neighborhood Improvement Area #3 Assessment Roll

The City Council has evaluated each Parcel in Neighborhood Improvement Area #3 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #3 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #3 Projects. Table VII-D summarizes the $1,149,876 in special benefit received by the Neighborhood Improvement Area #3 Property from the Neighborhood Improvement Area #3 Projects and a portion of the costs of the PID formation. The Special Assessment levied on Neighborhood Improvement Area #3 Assessed Property for the Neighborhood Improvement Area #3 Projects is $995,000, which is less than the benefit received by the Neighborhood Improvement Area #3 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #3 Assessed Property is $995,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #3 Assessed Property is calculated based on the allocation methodologies described in Section IV-G. The Neighborhood Improvement Area #3 Assessment Roll is attached hereto as Appendix D.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Table VII-D
Neighborhood Improvement Area #3 Reimbursement Agreement
Special Benefit Summary

Special Benefit	**Total Cost**
Neighborhood Improvement Area #3 Projects	
Total Authorized Improvements (a)	*$1,149,876*
Total Special Benefit	**$1,149,876**
Special Benefit	
Total Special Benefit	$1,149,876
Projected Special Assessment	$995,000
Excess Benefit	**$154,876**

(a) See Table III-D for details.

E. Future Neighborhood Improvement Area Assessment Roll

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Neighborhood Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

F. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this SAP and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); (iv) a listing of the major property owners within the PID; and (v) payments of the Special Assessment, if any, as provided by Section VI.H of this SAP.

The Annual Service Plan Update shall reflect the actual interest on the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, and the PID Reimbursement Agreement applicable to Neighborhood Improvement Area #3, any reduction in the Major Improvement Area Special Assessments, Neighborhood Improvement Area #1 Special Assessments, Neighborhood Improvement Area #2 Special Assessments, Neighborhood Improvement Area #3 Special Assessments, and any revisions in the Actual Costs to be funded by the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, or the PID Reimbursement Agreement Neighborhood Improvement Area #3.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Owners in writing upon appointing a third-party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property owner (except for the final year during which the Annual Assessment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. TERMINATION OF ASSESSMENTS

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. AMENDMENTS

Amendments to the Service and Assessment Plan may be made as permitted or required by the PID Act and Texas law.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

D. Administration and Interpretation of Provisions

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this SAP, or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this SAP or the application to all or any portion of the Property or other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this SAP that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this SAP are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

APPENDIX A
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Appendix A
Major Improvement Area Assessment Roll

Parcel	**All Parcels**
Units	**545**
Assessment	**$3,235,000**

Year [1]	Principal	Interest	Administrative Expenses[2]	Prepayment and Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[3]
9/30/2016	$0	$62,576	$0	$0	$0	($62,576)	$0
9/30/2017	$0	$170,663	$30,600	$16,175	$0	($170,663)	$46,775
9/30/2018	$0	$170,663	$31,212	$16,175	$0	($170,663)	$47,387
9/30/2019	$60,000	$170,663	$31,836	$16,175	$0	$0	$278,674
9/30/2020	$60,000	$167,888	$32,473	$15,875	$0	$0	$276,235
9/30/2021	$65,000	$165,113	$33,122	$15,575	$0	$0	$278,810
9/30/2022	$65,000	$162,106	$33,785	$15,250	$0	$0	$276,141
9/30/2023	$70,000	$159,100	$34,461	$14,925	$0	$0	$278,486
9/30/2024	$70,000	$155,863	$35,150	$14,575	$0	$0	$275,587
9/30/2025	$75,000	$152,625	$35,853	$14,225	$0	$0	$277,703
9/30/2026	$75,000	$149,156	$36,570	$13,850	$0	$0	$274,576
9/30/2027	$80,000	$145,688	$37,301	$13,475	$0	$0	$276,464
9/30/2028	$85,000	$141,488	$38,047	$13,075	$0	$0	$277,610
9/30/2029	$90,000	$137,025	$38,808	$12,650	$0	$0	$278,483
9/30/2030	$95,000	$132,300	$39,584	$12,200	$0	$0	$279,084
9/30/2031	$100,000	$127,313	$40,376	$11,725	$0	$0	$279,414
9/30/2032	$100,000	$122,063	$41,184	$11,225	$0	$0	$274,471
9/30/2033	$105,000	$116,813	$42,007	$10,725	$0	$0	$274,545
9/30/2034	$115,000	$111,300	$42,847	$10,200	$0	$0	$279,347
9/30/2035	$120,000	$105,263	$43,704	$9,625	$0	$0	$278,592
9/30/2036	$125,000	$98,964	$44,578	$9,025	$0	$0	$277,567
9/30/2037	$130,000	$92,400	$45,470	$8,400	$0	$0	$276,270
9/30/2038	$140,000	$85,250	$46,379	$7,750	$0	$0	$279,379
9/30/2039	$145,000	$77,550	$47,307	$7,050	$0	$0	$276,907
9/30/2040	$155,000	$69,575	$48,253	$6,328	$0	$0	$279,156
9/30/2041	$160,000	$61,050	$49,218	$5,550	$0	$0	$275,818
9/30/2042	$170,000	$52,250	$50,203	$4,750	$0	$0	$277,203
9/30/2043	$180,000	$42,900	$51,207	$3,900	$0	$0	$278,007
9/30/2044	$190,000	$33,000	$52,231	$3,000	$0	$0	$278,231
9/30/2045	$200,000	$22,550	$53,275	$2,050	$0	$0	$277,875
9/30/2046	$210,000	$11,550	$54,341	$1,050	($230,663)	$0	$46,278
Total	**$3,235,000**	**$3,472,701**	**$1,241,383**	**$316,553**	**($230,663)**	**($403,903)**	**$7,631,071**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming a 5.38% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

APPENDIX B
NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

Appendix B
Phase #1 Assessment Roll

	All Parcels
Parcel	
Units	337
Assessment	$6,425,000

Year[1]	Principal	Interest	Administrative Expenses[2]	Prepayment and Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[3]
9/30/2016	$0	$118,181	$0	$0	$0	($118,181)	$0
9/30/2017	$0	$322,313	$30,600	$32,125	$0	($322,313)	$62,725
9/30/2018	$100,000	$322,313	$31,212	$32,125	$0	$0	$485,650
9/30/2019	$100,000	$317,938	$31,836	$31,625	$0	$0	$481,399
9/30/2020	$125,000	$313,563	$32,473	$31,125	$0	$0	$502,161
9/30/2021	$125,000	$308,094	$33,122	$30,500	$0	$0	$496,716
9/30/2022	$125,000	$302,625	$33,785	$29,875	$0	$0	$491,285
9/30/2023	$125,000	$297,156	$34,461	$29,250	$0	$0	$485,867
9/30/2024	$150,000	$291,688	$35,150	$28,625	$0	$0	$505,463
9/30/2025	$150,000	$285,125	$35,853	$27,875	$0	$0	$498,853
9/30/2026	$150,000	$278,563	$36,570	$27,125	$0	$0	$492,258
9/30/2027	$150,000	$272,000	$37,301	$26,375	$0	$0	$485,676
9/30/2028	$175,000	$264,500	$38,047	$25,625	$0	$0	$503,172
9/30/2029	$175,000	$255,750	$38,808	$24,750	$0	$0	$494,308
9/30/2030	$175,000	$247,000	$39,584	$23,875	$0	$0	$485,459
9/30/2031	$200,000	$238,250	$40,376	$23,000	$0	$0	$501,626
9/30/2032	$200,000	$228,250	$41,184	$22,000	$0	$0	$491,434
9/30/2033	$200,000	$218,250	$42,007	$21,000	$0	$0	$481,257
9/30/2034	$225,000	$208,250	$42,847	$20,000	$0	$0	$496,097
9/30/2035	$225,000	$197,000	$43,704	$18,875	$0	$0	$484,579
9/30/2036	$250,000	$185,750	$44,578	$17,750	$0	$0	$498,078
9/30/2037	$250,000	$173,250	$45,470	$16,500	$0	$0	$485,220
9/30/2038	$275,000	$160,125	$46,379	$15,250	$0	$0	$496,754
9/30/2039	$275,000	$145,688	$47,307	$13,875	$0	$0	$481,870
9/30/2040	$300,000	$131,250	$48,253	$12,500	$0	$0	$492,003
9/30/2041	$325,000	$115,500	$49,218	$11,000	$0	$0	$500,718
9/30/2042	$325,000	$98,438	$50,203	$9,375	$0	$0	$483,016
9/30/2043	$350,000	$81,375	$51,207	$7,750	$0	$0	$490,332
9/30/2044	$375,000	$63,000	$52,231	$6,000	$0	$0	$496,231
9/30/2045	$400,000	$43,313	$53,275	$4,125	$0	$0	$500,713
9/30/2046	$425,000	$22,313	$54,341	$2,125	($447,313)	$0	$56,466
Total	**$6,425,000**	**$6,506,811**	**$1,241,383**	**$622,000**	**($447,313)**	**($440,494)**	**$13,907,383**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming a 5.13% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

APPENDIX C-1
NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix C-1
Phase #2 Assessment Roll

Parcel	**All Parcels**
Units	**174**
Assessment	**$1,900,000**

Year	Principal[1]	Interest[1,2]	Administrative Expenses[3]	Total Annual Installment[4]
9/1/2020	$40,000	$80,000	$29,600	$149,600
9/1/2021	$40,000	$77,488	$25,000	$142,488
9/1/2022	$40,000	$76,088	$25,500	$141,588
9/1/2023	$40,000	$74,688	$26,010	$140,698
9/1/2024	$40,000	$73,288	$26,530	$139,818
9/1/2025	$45,000	$71,888	$27,061	$143,948
9/1/2026	$45,000	$70,313	$27,602	$142,915
9/1/2027	$45,000	$68,625	$28,154	$141,779
9/1/2028	$45,000	$66,938	$28,717	$140,655
9/1/2029	$45,000	$65,250	$29,291	$139,541
9/1/2030	$45,000	$63,563	$29,877	$138,440
9/1/2031	$50,000	$61,875	$30,475	$142,350
9/1/2032	$50,000	$59,750	$31,084	$140,834
9/1/2033	$50,000	$57,625	$31,706	$139,331
9/1/2034	$50,000	$55,500	$32,340	$137,840
9/1/2035	$55,000	$53,375	$32,987	$141,362
9/1/2036	$55,000	$51,038	$33,647	$139,684
9/1/2037	$60,000	$48,700	$34,320	$143,020
9/1/2038	$60,000	$46,150	$35,006	$141,156
9/1/2039	$60,000	$43,600	$35,706	$139,306
9/1/2040	$60,000	$41,050	$36,420	$137,470
9/1/2041	$65,000	$38,500	$37,149	$140,649
9/1/2042	$65,000	$35,656	$37,892	$138,548
9/1/2043	$70,000	$32,813	$38,649	$141,462
9/1/2044	$70,000	$29,750	$39,422	$139,172
9/1/2045	$70,000	$26,688	$40,211	$136,898
9/1/2046	$75,000	$23,625	$41,015	$139,640
9/1/2047	$150,000	$20,344	$41,835	$212,179
9/1/2048	$155,000	$13,781	$42,672	$211,453
9/1/2049	$160,000	$7,000	$43,526	$210,526
Total	**$1,900,000**	**$1,534,944**	**$999,406**	**$4,434,350**

1 - The principal and interest amounts represent the projected debt service requirements of the Series 2019 NIA #2 Bonds.
2 - The interest is calculated using an interest rate of 3.0% for years 2020 through 2025, 3.25% for years 2026 through 2030. 3.75% in years 2031 through 2040 and 3.875% in years 2041 through 2049. The interest amount includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.
3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
4-First year Annual Installments are calculated based on the PID Reimbursement Agreement for Neighborhood Improvement Area #2 and includes debt service for the Neighborhood Improvement Area #2 Reimbursement Agreement and the Neighborhood Improvement Area #2 Bonds.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

APPENDIX C-2
NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

Appendix C-2
Proposed NIA #3 Assessment Roll

Parcel	**All Parcels**
Units	**60**
Assessment	**$995,000**

Year[1]	Principal	Interest	Administrative Expenses[2]	Total Annual Installment[3]
9/30/2021	$15,000	$47,263	$20,000	$82,263
9/30/2022	$16,000	$46,550	$20,200	$82,750
9/30/2023	$17,000	$45,790	$20,402	$83,192
9/30/2024	$17,000	$44,983	$20,606	$82,589
9/30/2025	$18,000	$44,175	$20,812	$82,987
9/30/2026	$19,000	$43,320	$21,020	$83,340
9/30/2027	$20,000	$42,418	$21,230	$83,648
9/30/2028	$21,000	$41,468	$21,443	$83,910
9/30/2029	$22,000	$40,470	$21,657	$84,127
9/30/2030	$23,000	$39,425	$21,874	$84,299
9/30/2031	$25,000	$38,333	$22,092	$85,425
9/30/2032	$26,000	$37,145	$22,313	$85,458
9/30/2033	$27,000	$35,910	$22,313	$85,223
9/30/2034	$29,000	$34,628	$22,313	$85,941
9/30/2035	$30,000	$33,250	$22,313	$85,563
9/30/2036	$31,000	$31,825	$22,313	$85,138
9/30/2037	$33,000	$30,353	$22,313	$85,666
9/30/2038	$35,000	$28,785	$22,313	$86,098
9/30/2039	$36,000	$27,123	$22,313	$85,436
9/30/2040	$38,000	$25,413	$22,313	$85,726
9/30/2041	$40,000	$23,608	$22,313	$85,921
9/30/2042	$42,000	$21,708	$22,313	$86,021
9/30/2043	$44,000	$19,713	$22,313	$86,026
9/30/2044	$46,000	$17,623	$22,313	$85,936
9/30/2045	$48,000	$15,438	$22,313	$85,751
9/30/2046	$50,000	$13,158	$22,313	$85,471
9/30/2047	$53,000	$10,783	$22,313	$86,096
9/30/2048	$55,000	$8,265	$22,313	$85,578
9/30/2049	$58,000	$5,653	$22,313	$85,966
9/30/2050	$61,000	$2,898	$22,313	$86,211
Total	$995,000	$897,465	$655,291	$2,547,756

1- The principal and interest amounts are calculated using interest rate of 4.75%.
2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 1% increase per year.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

APPENDIX E
LEGAL DESCRIPTION FOR PARCELS WITHIN THE PID

Appendix F

Legal Descriptions for Parcels within PID

LAND DESCRIPTION
ENTIRE PID PROPERTY
(approximately 244.136 acres)

TRACT 1:
233.738 ACRES
BEING a tract of land out of the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No. 2005-0005697, Official Public Records of Real Property of Collin County, Texas, said tract also being part of a tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343, Deed Records of Collin County, Texas and being more particularly described as follows:
COMMENCING at a ½" iron rod found in County Road No. 88 at the northeast corner of a called 35.814 acre tract of land described in Special Warranty Deed to CTMGT CR 2C FL-2, LLC, recorded in Instrument No. 20130829001223660, Official Public Records of Collin County;
THENCE along the east line of said 35.814 acre tract, South 00°33'04" East, a distance of 39.13 feet to a 5/8" iron rod with "KHA" cap found in the south right-of-way line of said County Road No. 88, for the northwest corner of a called 75.0000 acre tract of land described in Special Warranty Deed to Collin County Community College District, recorded in Instrument No. 20090818001039820, Official Public Records of Collin County;
THENCE departing the said east line of called 35.814 acre tract, along the south right-of-way line of said County Road No. 88 and the north line of said 75.0000 acre tract, the following courses and distances:
North 89°38'04" East, a distance of 854.43 feet to a 5/8" iron rod with "KHA" cap found for comer at the beginning of a tangent curve to the right with a radius of 1,356.38 feet, a central angle of 39°54'51" and a chord bearing and distance of South 70°24'31" East, 925.91 feet;
In a southeasterly direction along said curve, an arc distance of 944.90 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a reverse curve to the left with a radius of 1,396.84 feet, a central angle of 40°11'41" and a chord bearing and distance of South 70°32'56" East, 959.96 feet for the northeast corner of said 75.000 acre tract and the POINT OF BEGINNING;
THENCE continuing along the south right-of-way line of said County Road No. 88, the following courses and distances:
In a southeasterly direction along said curve, an arc distance of 979.93 feet to a 5/8" iron rod with "KHA" cap found at the end of said curve;
North 89°21'13" East, a distance of 22.58 feet (Deed 22.79') to a 5/8" iron rod with "KHA" cap found for corner in the west line of a called 115.503 acre tract of land described in Special Warranty Deed to Westgate 115 Investors, L.P., recorded in Instrument No. 20130621000869270, Official Public Records of Collin County, Texas; from said point a 1/2" iron rod with "Metroplex 1849" cap found for witness bears North 00°55'47" West, a distance of 6.25 feet;
THENCE along the said west line of called 115.503 acre tract, South 00°55'47" East, at a distance of 1,949.66 feet, passing a 1/2" iron rod with "Metroplex 1849" cap found, continuing along the west line of said 115.503 acre tract, at a distance of 3,612.06 feet, passing the northwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20080310000279150, Official Public Records of Collin County, Texas, continuing along the west line of said Wood tract, at a distance of 4,075.82 feet, passing a 1/2" iron rod found at the southwest comer of said Wood tract and the northwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas, continuing with the west line of the second referenced Wood tract, in all a total distance of 4,629.12 feet to a 5/8" iron rod with "KHA" cap found for comer in County Road No. 83;
THENCE departing the said west line of the second reference Wood tract and along the north right-of-way line of County Road No. 83 and the north line of a called 76.69 acre tract of land described in Special Warranty Deed to Collin County Investments, Ltd., recorded in Volume 5419, Page 2461, Official Public Records of Collin

County, Texas, South 89°30'11" West, a distance of 2,678.92 feet (Deed calls 2,663.76 feet) to a PK nail found for the southeast comer of The Carter Ranch Phase III, an addition to the City of Celina according to the plat recorded in Cabinet 2006, Page 460 of the Map Records of Collin County, Texas and in Instrument No. 20060714010003020, of Official Public Records of Collin County, Texas;
THENCE North 00°33'04" West, at a distance of 58.02 feet, passing the southeast comer of Lot 1X, Block B, said The Carter Ranch Phase Ill, continuing along the east line of said Block B, at a distance of 1,052.02 feet, passing a 5/8" iron rod with "Huitt Zollars" cap found at the northeast corner of Lot 26 of said Block B and the southeast comer of the east terminus of Andalusian Trail (a 50-foot wide right-of-way), continuing along the said east terminus of Andalusian Trail, at a distance of 1,102.02 feet, passing a 5/8" iron rod with "Huitt Zollars" cap found at the northeast comer of the said east terminus of Andalusian Trail and the southeast comer of Lot 20, Block L, said The Carter Ranch Phase Ill, continuing along the east line of said Block L, at a distance of 1,801.02 feet, passing the northeast comer of Lot 1X, of said Block L and the southeast comer of the east terminus of Carter Ranch Boulevard (an 80-foot wide right-of-way), continuing along the said east terminus of Carter Ranch Boulevard, at a distance of 1,881.02 feet, passing the northeast corner of said terminus of Carter Ranch Boulevard and the southeast corner of Lot Z-1, Block Z, The Carter Ranch Phase llA, an addition to the City of Celina, Texas according to the plat recorded in Cabinet 2007, Page 292, Map Records of Collin County, Texas and in Instrument No. 20070531010001890, Official Public Records of Collin County, Texas, continuing along the east line of said
Block Z, at a distance of 3,149.24 feet to a 5/8" iron rod with "KHA" cap found for the southwest corner of aforesaid called 75.000 acre tract;
THENCE along the south line of said 75.000 acre tract, North 89°26'56" East, a distance if 1,665.00 to a 5/8" iron rod with "KHA" cap found at the southeast corner of said 75.000 acre tract;
THENCE, along the east line of said 75.000 acre tract, the following courses and distances:
North 00°33'04" West, a distance of 242.54 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the left having a central angle of 23°51'09", a radius of 1,000.00 feet, a chord bearing and distance of North 12°28'39" West, 413.30 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 416.30 feet to a 5/8" iron rod with "KHA" cap found for corner;
North 24°24'13" West, a distance of 239.76 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the right having a central angle of 63°57'09", a radius of 750.00 feet, a chord bearing and distance of North 7°34'21" East, 794.35 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 837.13 feet to a 5/8" iron rod with "KHA" cap found for corner;
North 39°32'55" East, a distance of 200.00 feet to the POINT OF BEGINNING and containing 233.738 acres or 10,181,614 square feet of land, more or less.

TRACT 2
10.3980 ACRES

BEING a tract of land out of the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No.
2005-0005697, Official Public Records of Real Property of Collin County, Texas, and also being part of the tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343 of the Deed Records of Collin County, Texas; said tract also being all of the same resultant tract of land defined by the Right-of-Way Dedication to Collin County recorded in Instrument No. 20061122001662300, Official Public Records of Collin County, Texas and being more particularly described as follows:
COMMENCING at a 1/2" iron rod found in County Road No. 88 at the northeast comer of a called 35.814 acre tract of land described in Special Warranty Deed to CTMGT CR 2C FL-2, LLC recorded in Instrument No. 20130829001223660, Official Public Records of Collin County, Texas;
THENCE along the east line of said 35.814 acre tract, South 00°33'04" East a distance of 39.13 feet to a 5/8" iron rod with "KHA" cap found on the south right-of-way line of said County Road No. 88, for the northwest corner of a called 75.0000 acre tract of land described in Special Warranty Deed to Collin County Community College District recorded in Instrument No. 20090818001039820, Official Public Records of Collin County;

THENCE, along the south right-of-way line of County Road No. 88 and north line of said 75.0000 acre tract, North 89°38'04" East, a distance of 854.43 feet to a 5/8" iron rod with "KHA" cap found for the point of beginning of a tangent curve to the right;
THENCE, departing the said south right-of-way line of County Road No. 88 and north line of called 75.000 acre tract, South 88°48'06" West, a distance of 511.14 feet to a 5/8" iron rod with "KHA" cap set for corner on a north right-of-way line of said County Road No. 88 for the POINT OF BEGINNING;
THENCE along a south right-of-way line of said County Road No. 88, the following courses and distances:
North 00°50'34" West, a distance of 25.47 feet to a 5/8" iron rod with "KHA" cap set for corner;
North 89°09'26" East, a distance of 1,192.91 feet to a 5/8" iron rod with "KHA" cap found for corner at the northern most end of a right-of-way comer clip at the intersection of said south right-of-way line and the west right-of-way line of County Road No. 86 (a variable width right-of-way);
THENCE along said right-of-way comer clip, South 45°30'03" East, a distance of 70.29 feet to a 5/8" iron rod with "KHA" cap found for corner at the southernmost end of said comer clip;
THENCE along the said west right-of-way line of County Road No. 86, South 00°09'32" East, a distance of 533.28 feet to a 5/8" iron rod with "KHA" cap found for comer at the intersection of the said west right-of-way line of County Road No. 86 and the north right-of-way line of County Road No. 88; said point also being at the beginning of a non-tangent curve to the right having a radius of 1,316.84 feet, a central angle of 39°15'29", a chord bearing and distance of North 70°04'50" West, 884.73 feet;
THENCE along the said north right-of-way line of County Road No. 88, the following courses and distances:
In a northwesterly direction, along said curve, an arc distance 902.28 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a reverse curve to the left with a radius of 1,436.38 feet, a central angle of 19°04'36", and a chord bearing and distance of North 59°59'23" West, 476.04 feet;
In a northwesterly direction, along said curve, an arc distance of 478.24 feet to the POINT OF BEGINNING and containing 10.3980 acres or 452,936 square feet of land.
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LAND DESCRIPTION
Neighborhood Improvement Area #1
(approximately 91.35 acres)

WHEREAS Bluewood Phase 1, LLC, Celina Development North, LLC, and Celina Independent School District are the owners of a tract of land situated in the John Cahill Survey, Abstract No. 171, and in the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being a portion of a tract of land described in instrument to Bluewood Phase 1, LLC, recorded in Document No. 20161114001545920 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being a portion of a tract of land described in instrument to Celina Development North, LLC, recorded in Document No. 20160324000349770, O.P.R.C.C.T., and also being a portion of Streets 1 , 2, and 3 as described in instrument to the City of Celina, recorded in Document No. 20160421000479030 and corrected in Document No. 20160831001160750 , O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars Cap at the southwest corner of a called 75.0000 acre tract of land described in instrument to Collin County Community College District, recorded under Document No. 20090818001039820, O.P.R.C.C.T., and being in the east line of The Carter Ranch Phase IIA, an addition to the City of Celina, Texas, recorded in Cabinet 2007, Page 292 of the Map Records of Collin County Texas (M.R.C.C.T.);

THENCE, North 89 degrees 26 minutes 56 seconds East along the south line of said Collin County Community College District tract, passing at a distance of 1,665.00 feet a 5/8 inch iron rod found with plastic cap stamped □□□□□ at the southeast corner of said Collin County Community College District tract, in all a total distance of 1,704.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 115.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 26 minutes 56 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 26 minutes 56 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 117.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 26 minutes 56 seconds East, a distance of 200.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 82 degrees 37 minutes 23 seconds East, a distance of 74.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 67 degrees 33 minutes 04 seconds East, a distance of 245.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 74 degrees 01 minute 18 seconds East, a distance of 28.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 80 degrees 47 minutes 31 seconds East, a distance of 48.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";.

THENCE, North 89 degrees 04 minutes 13 seconds East, a distance of 263.93 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 55 minutes 47 seconds West, a distance of 6.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 04 minutes 13 seconds East, a distance of 117.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 55 minutes 47 seconds East, a distance of 550.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 04 minutes 13 seconds West, a distance of 117.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 55 minutes 47 seconds East, a distance of 36.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 04 minutes 13 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 55 minutes 47 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 04 minutes 13 seconds West, a distance of 310.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 86 degrees 27 minutes 31 seconds West, a distance of 47.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 76 degrees 22 minutes 01 second West, a distance of 44.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 67 degrees 33 minutes 04 seconds West, a distance of 249.83 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 83 degrees 14 minutes 35 seconds West, a distance of 41.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 26 minutes 56 seconds West, a distance of 121.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 118.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 91.43 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 34 degrees 30 minutes 10 seconds East, a distance of 131.20 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 07 degrees 51 minutes 53 seconds, a radius of 303.50 feet, subtended by a 41.63 foot chord which bears South 69 degrees 33 minutes 11 seconds East;

THENCE, along said curve to the left an arc distance of 41.66 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 16 degrees 30 minutes 52 seconds West, a distance of 14.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 03 degrees 36 minutes 42 seconds, a radius of 317.50 feet, subtended by a 20.01 foot chord which bears South 75 degrees 17 minutes 29 seconds East;

THENCE, along said curve to the left an arc distance of 20.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 16 degrees 30 minutes 52 seconds West, a distance of 65.11 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the right having a central angle of 02 degrees 59 minutes 50 seconds, a radius of 382.50 feet, subtended by a 20.01 foot chord which bears North 74 degrees 59 minutes 03 seconds West;

THENCE, along said curve to the right an arc distance of 20.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 16 degrees 30 minutes 52 seconds West, a distance of 32.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 350.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 41 degrees 31 minutes 49 seconds West, a distance of 11.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 106.49 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 230.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 39.54 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 43 minutes 47 seconds, a radius of 540.00 feet, subtended by a 194.31 foot chord which bears South 09 degrees 52 minutes 04 seconds West;

THENCE, along said curve to the right an arc distance of 195.37 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 23.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 21.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 247.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 247.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 43.39 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 109.05 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 193.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 13.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 130.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the north right of way line of County Road 83 (70 foot wide right of way) as described in instrument to the City of Celina, recorded in Document No. 20160421000479030 , O.P.R.C.C.T;

THENCE, South 89 degrees 30 minutes 11 seconds West, along the north right of way line of said County Road 83, a distance of 632.89 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, departing the north right of way line of said County Road 83, a distance of 28.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 120.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, a distance of 304.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 96.57 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 25 degrees 00 minutes 00 seconds, a radius of 225.00 feet, subtended by a 97.40 foot chord which bears South 77 degrees 59 minutes 49 seconds East;

THENCE, along said curve to the right an arc distance of 98.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 93.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 281 degrees 58 minutes 50 seconds, a radius of 60.00 feet, subtended by a 75.53 foot chord which bears North 38 degrees 53 minutes 19 seconds East;

THENCE, along said curve to the left an arc distance of 295.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 115.71 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 50.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 115.71 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 123.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 237.62 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 79 degrees 43 minutes 51 seconds West, a distance of 50.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 395.96 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 108.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 45 degrees 29 minutes 49 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 23.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 23.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 44 degrees 30 minutes 11 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 22.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, a distance of 22.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 45 degrees 29 minutes 49 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 215.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 44 degrees 30 minutes 11 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 25.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, a distance of 30.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 120.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the east line of The Carter Ranch Phase III, an addition to the City of Celina, Texas, recorded in Cabinet 2006, Page 460, M.R.C.C.T. ;

THENCE, along the easterly lines of The Carter Ranch Phase III, an addition to the City of Celina, Texas, recorded in Cabinet 2006, Page 460, M.R.C.C.T., and said Carter Ranch Phase IIA, North 00 degrees 33 minutes 04 seconds West, passing at a distance of 1,199.00 feet a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeast corner of Carter Ranch Road (an 80 foot right of way), as shown on said Carter Ranch IIA plat, in all a total distance of 2,467.11 feet to the POINT OF BEGINNING and CONTAINING 103.35 acres of land, more or less.

SAVE & EXCEPT TRACT

BEING all of a 12.00 acre tract of land described in instrument to Celina Independent School District, recorded in Document No. 20160404000401310, O.P.R.C.C.T.,

GROSS AREA - 103.35 Acres
NET AREA - 91.35 Acres

LAND DESCRIPTION
Neighborhood Improvement Area #2
(approximately 33.60 acres)

WHEREAS BLUEWOOD PHASE 2A, is the owner of a tract of land situated in the J. Cahill Survey, Abstract No. 171, City of Celina, Collin County, Texas, the subject tract being a portion of a tract conveyed to Celina Development North, LLC, as described by deed recorded in Document No. 20160609000720900 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap found for an inset corner of Bluewood Phase 1, an addition recorded in Cabinet 2017, Page 745, Plat Records, Collin County, Texas (PRCCT), being the southwest corner of Lot 1, Block H thereof;

THENCE along the common line of Bluewood Phase 1, the following:

N 89°27'08" E, 121.21 feet;

S 83°14'23" E, 41.23 feet;

S 67°32'52" E, 249.83 feet;

S 76°21'49" E, 44.00 feet to a 5/8" iron rod with plastic cap found;

S 86°27'19" E, 47.78 feet to a 5/8" iron rod with plastic cap found;

N 89°04'25" E, 310.00 feet to a 5/8" iron rod with plastic cap found;

S 00°55'35" E, 20.00 feet;

N 89°04'25" E, 50.00 feet;

N 00°55'35" W, 36.87 feet to a 5/8" iron rod with plastic cap found;

And N 89°04'25" E, 117.07 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for southeasterly corner of Bluewood Phase 1, and being on the west line of a tract conveyed to Westgate HS Celina Investments LP, recorded in Document No. 20171219001670750 DRCCT;

S 00°55'35" E, along the west line thereof, passing at 1188.54 a southwest corner thereof, and being the northwest corner of a tract conveyed to City of Celina, recorded in Document No. 20170710000893950 DRCCT, and continuing along the west line thereof a total distance of 1327.59 feet;

THENCE departing the west line thereof, the following:

S 89°04'25" W, 117.07 feet;

N 00°55'35" W, 95.09 feet;

S 89°04'25" W, 616.70 feet;

A tangent curve to the left having a central angle of 13°01'11", a radius of 360.00 feet, a chord of S 82°33'50" W - 81.63 feet, an arc length of 81.81 feet;

S 76°03'15" W, 67.87 feet;

A tangent curve to the right having a central angle of 13°27'09", a radius of 640.00 feet, a chord of S 82°46'49" W - 149.92 feet, an arc length of 150.26 feet;

S 89°30'23" W, 97.22 feet;

And a tangent curve to the right having a central angle of 26°55'32", a radius of 500.00 feet, a chord of N 77°01'51" W - 232.81 feet, an arc length of 234.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the east line of Bluewood Phase 1;

THENCE along an easterly line of Bluewood Phase 1, the following:

N 24°30'23" E, 123.22 feet;

S 65°29'37" E, 21.50 feet;

N 24°30'23" E, 50.00 feet;

N 65°29'37" W, 23.00 feet;

A non-tangent curve to the left having a central angle of 20°43'47", a radius of 540.00 feet, a chord of N 09°52'16" E - 194.31 feet, an arc length of 195.37 feet;

N 00°29'37" W, 39.54 feet;

N 89°30'23" E, 20.00 feet;

N 00°29'37" W, 50.00 feet;

S 89°30'23" W, 20.00 feet;

N 00°29'37" W, 230.00 feet;

N 89°30'23" E, 20.00 feet;

N 00°29'37" W, 50.00 feet;

S 89°30'23" W, 20.00 feet;

N 00°29'37" W, 106.49 feet;

N 41°32'01" E, 11.46 feet;

N 89°30'23" E, 350.07 feet;

N 16°31'04" E, 32.14 feet;

A non-tangent curve to the left having a central angle of 02°59'50", a radius of 382.50 feet, a chord of S 74°58'51" E - 20.01 feet, an arc length of 20.01 feet;

N 16°31'04" E, 65.11 feet;

A non-tangent curve to the right having a central angle of 03°36'42", a radius of 317.50 feet, a chord of N 75°17'16" W - 20.01 feet, an arc length of 20.01 feet;

N 16°31'04" E, 14.00 feet;

A non-tangent curve to the right having a central angle of 07°51'53", a radius of 303.50 feet, a chord of N 69°32'59" W - 41.63 feet, an arc length of 41.66 feet;

N 34°29'58" W, 131.20 feet;

N 00°32'52" W, 91.43 feet;

N 89°30'23" E, 20.00 feet;

N 00°32'52" W, 50.00 feet;

S 89°30'23" W, 20.00 feet;

And N 00°32'52" W, 118.50 feet to the POINT OF BEGINNING with the subject tract containing 1,463,444 square feet or 33.596 acres of land.

LAND DESCRIPTION
Neighborhood Improvement Area #3
(approximately 13.420 acres)

BEING a tract of land situated in the J. Cahill Survey, Abstract No. 171, City of Celina, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Celina Development North, LLC according to the deed recorded in Document No. 20160609000720900 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at the northwest corner of a right-of-way dedication for County Road 83, also known as Ownsby Parkway, recorded in Document No. 20160421000479030 DRCCT, also being on the east line of The Carter Ranch Phase III, an addition recorded in Cabinet 2006, Page 461 of the Plat Records, Collin County, Texas;

THENCE N 00°32'52" W, 612.13 feet along the east line of The Carter Ranch Phase III to the southwest corner of Bluewood Phase 1, an addition recorded in Cabinet 2017, Page 745 and amended in Cabinet 2019, Page 182 PRCCT;

THENCE along the common line thereof, the following:

N 89°30'23" E, 120.57 feet;

S 00°29'37" E, 30.13 feet;

N 89°30'23" E, 50.00 feet;

N 00°29'37" W, 25.00 feet;

N 44°30'23" E, 14.14 feet;

N 89°30'23" E, 215.00 feet;

S 45°29'37" E, 14.14 feet;

S 00°29'37" E, 22.00 feet;

N 89°30'23" E, 50.00 feet;

N 00°29'37" W, 22.00 feet;

N 44°30'23" E, 14.14 feet;

N 89°30'23" E, 23.00 feet;

N 00°29'37" W, 50.00 feet;

S 89°30'23" W, 23.00 feet;

N 45°29'37" W, 14.14 feet;

N 00°29'37" W, 108.50 feet;

N 89°30'23" E, 395.96 feet to a 5/8” iron rod with plastic cap found;

S 79°43'39" E, 50.24 feet to a 5/8” iron rod with plastic cap found;

S 65°29'37" E, 237.62 feet;

S 24°30'23" W, 123.50 feet;

N 65°29'37" W, 20.00 feet;

S 24°30'23" W, 50.00 feet;

S 65°29'37" E, 20.00 feet to a 5/8” iron rod with plastic cap found;

S 24°30'23" W, 115.71 feet;

N 65°29'37" W, 17.43 feet;

S 24°30'23" W, 127.42 feet;

Around a non-tangent curve to the right having a central angle of 245°25'50", a radius of 60.00 feet, a chord of S 77°00'39" W - 100.96 feet, an arc length of 257.01 feet;

N 65°29'37" W, 64.61 feet;

Around a tangent curve to the left having a central angle of 25°00'00", a radius of 225.00 feet, a chord of N 77°59'37" W - 97.40 feet, an arc length of 98.17 feet;

S 89°30'23" W, 96.57 feet;

S 00°29'37" E, 310.00 feet;

S 89°30'23" W, 120.00 feet;

And S 00°29'37" E, 22.00 feet to a 5/8” iron rod with plastic cap found on the north line of County Road 83;

THENCE S 89°30'23" W, 454.99 feet along the north line thereof to the POINT OF BEGINNING with the subject tract containing 584,580 square feet or 13.420 acres of land.

APPENDIX G
TAX RATE AND LEVERAGE SCHEDULE

Appendix E

Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, and Neighborhood Improvement Area #3

Tax Rate Equivalent (TRE) and Leverage per Projected Assessed Value and Projected Lot Value

Lot Size	Units/SF	Projected AV per Unit/SF	Projected Lot Value per Unit/SF	Total Assessment per Unit/SF	Annual Installment Per Unit/SF	TRE (per $100 AV)	TRE (per $100 Lot Value)	Leverage (AV)	Leverage (Lot Value)
Phase #1									
50'	184	$312,326	$62,465	$17,318	$1,309	$0.42	$2.10	18.03	3.61
60'	149	$371,670	$74,334	$20,609	$1,558	$0.42	$2.10	18.03	3.61
70'	4	$466,200	$93,240	$25,851	$1,954	$0.42	$2.10	18.03	3.61
Phase #2									
50'	174	$312,500	$62,500	$15,532	$1,248	$0.40	$2.00	20.12	4.02
60'		$0	$0	$0	$0	$0.00	$0.00	0.00	0.00
70'		$0	$0	$0	$0	$0.00	$0.00	0.00	0.00
Phase #3									
50'	0	$0	$0	$0	$0	$0	$0	$0	$0
60'	58	$432,000	$72,000	$23,048	$1,929	$0.45	$2.68	18.74	3.12
70'	2	$448,500	$78,000	$23,928	$2,002	$0.45	$2.57	18.74	3.26
Phase #4									
50'	68	$331,250	$65,000	$5,100	$439	$0.13	$0.68	64.95	12.74
60'	57	$397,500	$78,000	$6,120	$527	$0.13	$0.68	64.95	12.74
70'	20	$422,500	$83,000	$6,505	$560	$0.13	$0.68	64.95	12.76
Phase #5									
50'	1	$325,000	$66,250	$5,004	$431	$0.13	$0.65	64.95	13.24
60'	119	$390,000	$79,500	$6,005	$517	$0.13	$0.65	64.95	13.24
70'	26	$415,000	$84,500	$6,390	$550	$0.13	$0.65	64.95	13.22
Commercial	61,855	$115	$29	$1.77	$0.15	$0.13	$0.53	64.95	16.38
Commercial	90,605	$115	$29	$1.77	$0.15	$0.13	$0.53	64.95	16.38

APPENDIX H
PID MAP

Exhibit H - Parcel Map

Neighborhood Improvement Areas 4 And 5 Are Preliminary And Subject To Change.

Attachment: Celina Wells North PID NIA #3 2020 - Assessment Ordinance (Wells North Public Hearing and PID Levy)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Paul DeBuff, Director of Administrative Services
CC:	Jason Laumer, City Manager
Date:	May 12, 2020
Re:	Edgewood Creek PID Public Hearing and Creation Resolution

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Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City of Celina, Texas authorizing and creating the Edgewood Creek Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. (DeBuff)

Background Information:
On March 20, 2020, a petition was submitted to the City to create the Edgewood Creek Public Improvement District (PID) within the City of Celina, and a public hearing was called for May 12, 2020 to consider the creation of this 246.54 acre PID.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
Estimated total costs of the Authorized Improvements for this PID is $28 million.

Legal Review:
This resolution has been reviewed by the City Attorney.

Supporting Documents:
- Proposed resolution

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNEMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City" or "Celina"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its City limits or its extraterritorial jurisdiction ("ETJ"); and

WHEREAS, on *March 20, 2020*, the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), within the ETJ of the City, submitted and filed with the City Secretary of Celina (the "City Secretary") a petition ("Petition") requesting the establishment of a public improvement district for property within the ETJ of the City; and

WHEREAS, the Petition requested the creation of the Edgewood Creek Public Improvement District (the "District"), which District is located within the ETJ of Celina and more particularly depicted in **Exhibit A** and described by metes and bounds in **Exhibit B** (the "Property") each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of Celina (the "City Council") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Celina Record*, a newspaper of general circulation in Celina and a newspaper of general circulation in the ETJ of the City, and mailing

Attachment: Resolution Creating the Edgewood Creek PID - v1 4-15-20 (Edgewood Creek PID Public Hearing and Creation Resolution)

notice of the hearing, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the improvements and services on *May 12, 2020*; and

WHEREAS, the City Council of Celina closed the public hearing on the advisability of the improvements and services on *May 12, 2020*; and

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to Celina by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council of Celina, after considering the Petition and the evidence and testimony presented at the public hearing on *May 12, 2020*, hereby finds and declares:

(a) **Advisability of the Proposed Improvements**. It is advisable to create the District to provide the Authorized Improvements (as defined and described below). The Authorized Improvements are feasible and desirable and will promote the interests of Celina and will confer a special benefit on the Property.

(b) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act (the "Authorized Improvements") that are necessary for the development of the Property, which Authorized Improvements will include: landscaping, entryway features, water, wastewater, sidewalks, streets, roadways, off-street parking, drainage system improvements, trails, parks and open space; special supplemental services for the improvement and promotion of the District; and payment of expenses incurred in the establishment, administration, and operation of the District.

Attachment: Resolution Creating the Edgewood Creek PID - v1 4-15-20 (Edgewood Creek PID Public Hearing and Creation Resolution)

(c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs** – The estimated total costs of the Authorized Improvements is $28,000,000.00, which costs shall be paid by assessment of the property owners within the proposed District. Celina will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property, and possible tax increment reinvestment zone revenue. No municipal property in the District shall be assessed. The developer of the property (the "Developer") may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

(d) **Boundaries of the District.** The District is proposed to include approximately 246.54 acres of land generally located *east of FM 1385, north of FM 428, and south of Mobberly Drive*, located within the ETJ of the City, as more particularly depicted in **Exhibit A** attached hereto, and as more properly described in the metes and bounds described in **Exhibit B** attached hereto.

(e) **Proposed Method of Assessment** – Celina shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest, may be paid in full at any time, and certain assessments may be paid in annual installments, with interest. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments, and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).

(f) **Management of the District.** The District shall be managed by Celina, with the assistance of a consultant, who shall, from time to time, advise Celina regarding certain operations of the District.

(g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Edgewood Creek Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City

Attachment: Resolution Creating the Edgewood Creek PID - v1 4-15-20 (Edgewood Creek PID Public Hearing and Creation Resolution)

Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the *Celina Record*, a newspaper of general circulation in Celina and a newspaper of general circulation in the ETJ of Celina. Effective upon the publication of such notice, such authorization shall take effect and the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED on the 12th day of May, 2020.

ATTEST:

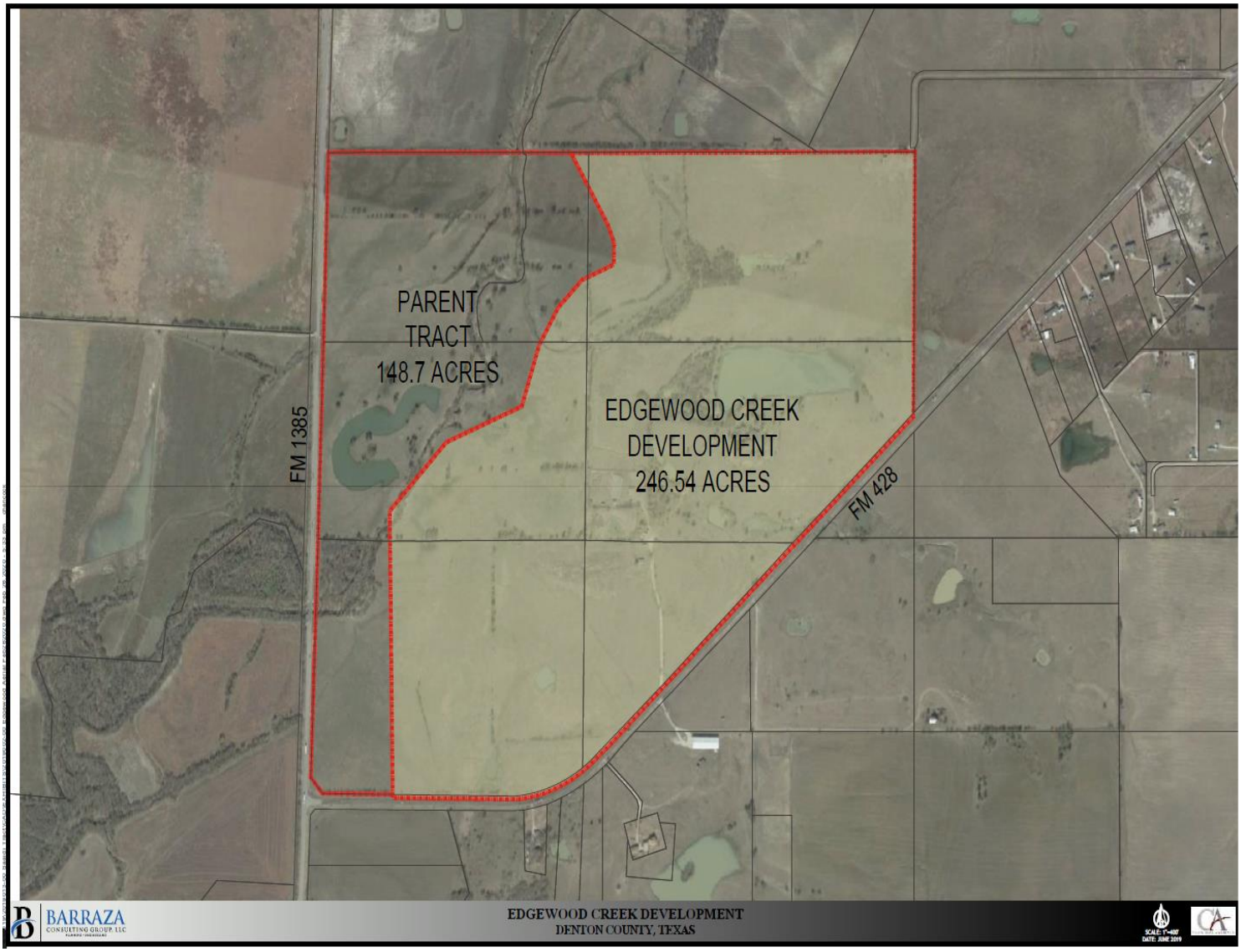
Chad Anderson, Mayor Pro Tem

Vicki Tarrant, City Secretary

SEAL

Attachment: Resolution Creating the Edgewood Creek PID - v1 4-15-20 (Edgewood Creek PID Public Hearing and Creation Resolution)

EXHIBIT A
PROPERTY DEPICTION



Attachment: Resolution Creating the Edgewood Creek PID - v1 4-15-20 (Edgewood Creek PID Public Hearing and Creation Resolution)

EXHIBIT B
PROPERTY METES AND BOUNDS DESCRIPTION

Legal Description (246.54 Acres):

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

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

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

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

THENCE South 01 °07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for comer, said point being in the northerly right-of-way line of Farm Road No. 428;

THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly right-of-way line of said Farm Road No. 428 as follows:

South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for comer;
South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for comer;
South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;
South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for comer;
North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;

THENCE through the interior of said called 586.196 acre tract as follows:
North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;

Attachment: Resolution Creating the Edgewood Creek PID - v1 4-15-20 (Edgewood Creek PID Public Hearing and Creation Resolution)

North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
North 46 deg. 27 min. 12 sec. East, a distance of267.60 feet to a point;
North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.